

SUMMER VILLAGE OF SOUTH VIEW AGENDA

Regular Council Meeting held at the Municipal Office 2317 Twp Rd 545 LSA County
Public may participate in person or via zoom
Tuesday, March 19th, 2024 commencing at 9:30 a.m.

1. Call to Order:

2. Treaty 6 Territory Land Acknowledgement

The Summer Village of South View acknowledges that we are meeting on Treaty 6 Territory and on the homelands of the Metis Nation. We acknowledge all indigenous peoples who have walked these lands for centuries. We acknowledge the harms and mistakes of the past, and we dedicate ourselves to move forward in partnership with indigenous communities in a spirit of reconciliation and collaboration.

3. Agenda:

Pg. 1-8

a) March 19th, 2024 Regular Council Meeting Agenda

(approve agenda as is or with amendments)

4. Minutes:

Pg. 9-13

a) February 20, 2024 Regular Council Meeting Minutes

(approve minutes as is or with amendments)

5. Appointments: a) n/a

6. Bylaws:

Pg. 14-30

a) Council Procedural Bylaw – Land Acknowledgment

Deputy Mayor Ward has requested the Council Procedural Bylaw 224-2024 be added to the agenda for the purpose of discussing the Land Acknowledgement and the gallery. However, Council is welcome to discuss any aspects of the Bylaw that they would like.

(Direction as provided by Council at meeting time.)

7. Business:

Pg. 31-34

a) February 29, 2024 Letter from members of Onoway Regional Fire Service to the Town of Onoway

On February 22, 2024 the Town of Onoway passed a motion to withdraw from the Fire Services Contract, without first discussing their intent with the members of Onoway Regional Fire Service. Although the exact wording of the motion was not known, mayors from seven members of Onoway Regional Fire Services met to discuss concerns with the administration of our fire service, as well

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as what Onoway's motion means for us and how we are to proceed. It was decided that a joint letter would be sent to the Town of Onoway Administration and Council expressing concerns with the administration of the fire service and requesting further information on the wording and intent of the motion passed by Onoway Council. As the letter was time sensitive, South View Council agreed, via email, to be a signatory on the letter. Signatories on the letter include: Alberta Beach, and the Summer Villages of Silver Sands, South View, Sunset Point, Val Quentin, and Nakamun Park. Further to this, it was discussed that those present would each contribute \$1000 to support a legal review of the contracts to assist us in determining our next steps.

The video recording of the February 22, 2024 Onoway Council meeting is online and various news and media releases have been issued by the Town (see Item 11: Information and Correspondence) regarding their intent to withdraw. However, notice of termination of the contracts was not received from Onoway until March 12, 2024 (see Agenda Item 7.b.)

Also of note, the existing contract is set to end December 31, 2025, and there have been previous correspondence from the Town regarding renewed contract negotiations. This motion only shortens the contract term by 9 months. We do not know what prompted the early termination, so close to the end of the contract or why such a significant decision was made on a short timeline with no consultation or communication with the member municipalities. It is possible that the October 2025 Municipal Elections factored into the rush decision.

(That Mayor Benford's signing of the February 29, 2024 letter to the Town of Onoway Administration and Council, regarding Onoway Regional Fire Services decision-making and communication process, be ratified.

And

That \$1000 be contributed to a legal review of the various Fire Agreements to determine our next steps, in conjunction with other Onoway Regional Fire Services Members)

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- b) March 7, 2024 letter from the Town of Onoway regarding Termination of the Fire Services Agreement

As previously mentioned, at their February 22, 2024 Council meeting the Town of Onoway made a motion to terminate the Fire Services Agreement, 9 months before the end of the contract. A letter was sent via registered mail to the Summer Village on March 7, 2024 and received on March 12, 2024. The letter states a contract termination date of March 7, 2025. There are various issues that will need to be resolved regarding the operations of Onoway Regional Fire Services (ORFS) and the orderly wrap up and transition of Fire Services, in light of the termination of the Agreement by the main contract partner.

(that the March 7, 2024 letter from the Town of Onoway regarding the termination of the Fire Services Agreement be accepted for information and further that a letter be sent to the town requesting a meeting between the Town and the Member Municipalities for the purposes of discussing the orderly wrap up and transition of the Onoway Regional Fire Service.

AND

that the Summer Village of South View begin exploring options for fire services, to commence upon the termination of the current contract on March 7, 2025,

Or,

Some other direction as determined at meeting time.)

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- c) January 10, 2024 Letter from Lac Ste Anne County Reeve Blakeman and February 29, 2024 Response Letter

On January 10, 2024, the Summer Village of South View received correspondence from Reeve Blakeman regarding mutual aid and dual dispatch protocols, with respect to fire services. This letter walks back previous verbal commitments that were made by Lac Ste Anne County regarding dual dispatch protocols which were put in place to keep our residents safe when travelling to and from our communities. It also outlines concerns Reeve Blakeman has regarding public discourse around fire services in the region. Mayors of seven members of the Onoway Regional Fire Service met to discuss this letter and other concerns regarding fire services and decided to send out a joint letter to Lac Ste Anne County in response to the letter from Reeve Blakeman. As the letter was time

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sensitive, South View Council agreed, via email, to be a signatory on the letter. Signatories on the letter include: Alberta Beach, and the Summer Villages of Silver Sands, South View, Val Quentin, and Nakamun Park.

(That the January 10, 2024 correspondence from Reeve Blakeman regarding Onoway Regional Fire Services mutual aid and dual dispatch be accepted for information and FURTHER that Mayor Benford's signing of the February 29, 2024 response letter from members of Onoway Regional Fire Services be ratified.)

- d) March 5, 2024 Meeting Invite from Lac Ste Anne County Reeve Blakeman

Pg. 42

Reeve Blakeman is requesting Mayors, or their alternate, attend a meeting at 10:00 a.m. on March 22, 2024 to discuss the fire services correspondence. Administration is also welcome to attend.

(That Mayor Benford and Administration, if available, attend the March 22, 2024 meeting, as requested by Lac Ste Anne County Reeve Blakeman, for the purpose of discussing the fire letters,

Or,

Some other direction as provided by Council at meeting time.)

- e) South View Development Appeals and Subdivision and Development Appeal Board Hearings

Pg. 43-59

An appeal of Development Permit No. 18-01SV, issued March 13, 2018, was received on February 16, 2024. An appellant only has 21 days with which to appeal a development permit. The basis the appellant uses for his appeal is that there was no development application submitted and that the permit issued did not contain information regarding an appeal deadline. He also states that two permits were issued and that one of the permits is falsified.

An additional appeal was received on February 16, 2024, from the same appellant, regarding a development permit not yet issued by the development authority. The development permit application was submitted at the same time as the appeal. The appellant is appealing any conditions that may be placed on the development permit that is yet to be issued (whether it be approved or refused).

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A Subdivision and Development Appeal Board (SDAB) Hearing was scheduled for March 14, 2024 at 6:30 for the appeal of Permit 18-01SV. The second hearing is scheduled immediately after at 7:45 p.m.

The SDAB Clerk received independent legal advice to proceed with the hearings. Owing to the unusual nature of these two appeals, Administration recommends authorizing the SDAB to obtain independent legal Counsel.

(That the Summer Village of South View retain legal counsel as it relates to two development permit appeals to the Subdivision and Development Appeal Board, one for Development Permit 18-01SV and the other for a development permit not yet issued and FURTHER that, due to the unusual circumstance of the appeals, the summer village also authorize legal counsel for the Subdivision and Development Appeal Board to ensure that they are meeting all legal requirements.)

- Pg. 60-64
- f) March 5, 2024 email from Lac Ste Anne County regarding Darwell Lagoon Commission Phase C Alignment

An email was received from Lac Ste Anne County with the attached Phase C alignment for the Regional Transmission Line. Council is asked to review and provide any comments.

(direction as provided by Council at meeting time.)

- Pg. 65-73
- g) Transportation Routing and Vehicle Information System Multi Jurisdiction (TRAVIS MJ) Agreement

TRAVIS MJ is a provincial oversize commercial vehicle permitting system. It provides a single electronic permit application process for operators and provides municipalities with a modern permit database tool to easily approve/deny permits issued by the province for travel on municipal roads. More information is provided in the Background section of the Agreement.

(That the Transportation Routing and Vehicle Information System Multi Jurisdiction (TRAVIS MJ) Agreement be signed and its execution authorized.)

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h) 2024 Draft Operating and Capital Budget

Administration has gone through the 2024 Draft Operating and Capital Budget and has made changes to reflect council discussion and direction, as well as to work towards lowering the tax rate increase. Changes that have been made to the budget are highlighted in yellow. This draft represents a 5.48% increase to overall taxation, compared to the 2023 tax year. This is down from the 9.96% that was presented in the previous draft budget. Council is asked to consider any changes that they would like to see made to the budget, with the intent of passing both the budget and the tax rate bylaw at the April meeting.

(that changes to the Draft 2024 Operating and Capital Budget be made as directed at meeting time, and that the revised draft budget be brought back to the next meeting for final review and discussion.)

i)

j)

8. Financial:

a) Income and Expense Statement as of February 29, 2024

Under Separate
Cover

(that Council accept the Income and Expense Statement, as of February 29, 2024, for Information.)

9. Council Reports:

- a) Mayor Benford
- b) Deputy Mayor Ward
- c) Councillor Richardson

(that Council accept Council's reports for information.)

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10. Chief Administrator's Report:

- a) Development Appeals
- b) Administration Costs (Provincial downloading/grant management)
- c) Working Well Workshop – June 4 at 6:30 p.m. (refreshments at 5:30 p.m.) at the Darwell Seniors Center
- Pg. 79-80 d) Fire Smart Grant: Wildfire Community Preparedness Day
- e) Fire Services
- f) Residential Assessment Class Bylaw
- g)
- h)

(that Council accept the Chief Administrative Officer's Report for information)

11. Information and Correspondence:

- Pg. 81-98 a) February 17, 2024 email and February 10, 2024 white paper from Fire Chief Ives regarding Enriched Medical Response
- Pg. 99-100 b) March 10, 2024 Media Release from Fire Rescue International regarding a small structure fire in the Summer Village of Val Quentin
- Pg. 101 c) March 8, 2024 news release from the Town of Onoway regarding change in approach to fire services
- Pg. 102 d) March 11, 2024 article from the Town of Onoway entitled "Did you Know? Fire Services"
- Pg. 103 e) January 31, 2024 Community Peace Officer Report from the Town of Mayerthorpe
- Pg. 104 f) February 29, 2024 Community Peace Officer Report from the Town of Mayerthorpe
- Pg. 105-106 g) February 29, 2024 letter from Municipal Affairs Minister, Ric McIver regarding Alberta Budget 2024
- Pg. 107 h) Letter from Municipal Affairs Minister, Ric McIver regarding a review of the Municipal Government Act (MGA) related to Intermunicipal Collaboration Frameworks (ICFs)
- Pg. 108-109 i) Letter from Municipal Affairs Minister, Ric McIver regarding 2024 Minister's Awards for Municipal and Public Library Excellence
- Pg. 110-114 j) February 22, 2024 email from Alberta Municipalities President, Tylert Gandam regarding "Join the Call to Keep Political Parties Out of Local Elections"
- Pg. 115-142 k) March 1, 2024 email from Alberta Municipalities President, Tyler Gandam, regarding "ABmunis' preliminary report on Alberta's 2024 Budget
- Pg. 143-144 l) March 8, 2024 email and letter from FireSmart Canada congratulating the Summer Village of South View on receiving a 2024 Wildfire Community Preparedness Day Grant

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- m) March 12, 2024 email from Alberta Health Services regarding a conversation with AHS about healthcare and wildfire response
- n)
- o)

(that Council accept the above information items for information.)

12. Open Floor Discussion with Gallery – Total Time Provision of 15 Minutes

13. Closed Meeting Session:

a)

14. Next meeting: April 16th, 2024 at 9:30 a.m.

15. Adjournment:

Upcoming Meetings:

- Regular Council Meeting – April 16, 2024
- Regular Council Meeting – June 18, 2024
- Regular Council Meeting – July 16, 2024

4.a

SUMMER VILLAGE OF SOUTH VIEW
REGULAR COUNCIL MEETING MINUTES
TUESDAY, FEBRUARY 20, 2024
IN PERSON AT 2317 TWP RD 545 LAC STE. ANNE COUNTY & VIA ZOOM

PRESENT: Council: Mayor Sandi Benford
 Deputy Mayor Garth Ward
 Councillor Colleen Richardson

Administration: Wendy Wildman, Chief Administrative Officer
 Angela Duncan, Assistant Chief Administrative Officer

Absent: n/a

Appointments: Jason Madge, Public Works/Special Project Consultant

Public at Large: 1 – Via Zoom / 0 – In Person

	MOTION #	
1.	CALL TO ORDER	Mayor Benford called the meeting to order at 9:30 a.m.
2.	TREATY 6 TERRITORY LAND ACKNOWLEDGEMENT	The Summer Village of South View acknowledges that we are meeting on Treaty 6 Territory and on the homelands of the Metis Nation. We acknowledge all indigenous peoples who have walked these lands for centuries. We acknowledge the harms and mistakes of the past, and we dedicate ourselves to move forward in partnership with indigenous communities in a spirit of reconciliation and collaboration.
3.	AGENDA 023-24	MOVED by Mayor Benford that the February 20, 2024 Agenda be approved with the following amendment: Addition: 10.I Legal Update <div style="text-align: right;">CARRIED</div>
4.	MINUTES 024-24	MOVED by Mayor Benford that the January 16, 2024 Regular Council Meeting Minutes be approved as presented. <div style="text-align: right;">CARRIED</div>

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5.	APPOINTMENTS	<p>9:35 a.m. – Jason Madge, Public Works/Special Project Consultant</p> <p>025-2024 MOVED by Deputy Mayor Ward that the discussion with Jason Madge, Public Works/Special Project Consultant, regarding boat launch maintenance and drainage, be accepted for information and that applicable costs be added into the 2024 draft operating and capital budget.</p> <p style="text-align: right;">CARRIED</p>
6.	BYLAWS	<p>026-2024 MOVED by Mayor Benford that Bylaw 242-2024, Fees and Charges Bylaw, be given first reading as presented. CARRIED</p> <p>027-2024 MOVED by Mayor Benford that Bylaw 242-2024 be given second reading as presented. CARRIED</p> <p>028-2024 MOVED by Mayor Benford that unanimous consent be given to proceed to third reading. CARRIED UNANIMOUSLY</p> <p>029-2024 MOVED by Mayor Benford that Bylaw 242-2024 be given third and final reading, as presented. CARRIED</p> <p>030-2024 MOVED by Deputy Mayor Ward that Bylaw 244-2024, Council Procedure Bylaw, be given first reading as presented. CARRIED</p> <p>031-2024 MOVED by Mayor Benford Bylaw 244-2024, be given second reading, as presented. CARRIED</p> <p>032-2024 MOVED by Mayor Benford that unanimous consent be given to proceed to third reading. CARRIED UNANIMOUSLY</p> <p>033-2024 MOVED by Mayor Benford Bylaw 244-2024, be given third and final reading, as presented. CARRIED</p>

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7.	BUSINESS 034-2024	<p>MOVED by Councillor Richardson that attendance of Council and Administration is authorized for the 2024 Alberta Municipalities Spring Municipal Leaders Caucus, scheduled for March 14 and 15 in Edmonton, either in person or virtually.</p> <p style="text-align: right;">CARRIED</p>
	035-2024	<p>MOVED by Mayor Benford that administration determine if the Summer Villages of West Cove and Silver Sands are interested in cohosting an Alberta Working Well Workshop and sharing the costs, and if they are, that the hosting of the Alberta Working Well Workshop be approved with a maximum cost to the Summer Village of South View of \$300.</p> <p style="text-align: right;">CARRIED</p>
	036-2024	<p>MOVED by Mayor Benford that the Feb 1, 2024 letter from Fire Rescue International regarding a potential future fire station in Lake Isle be accepted for information.</p> <p style="text-align: right;">CARRIED</p>
	037-2024	<p>MOVED by Mayor Benford that the discussion regarding the Council Code of Conduct Bylaw be accepted for information.</p> <p style="text-align: right;">CARRIED</p>
	038-2024	<p>The meeting was recessed from 10:48 a.m. to 10:54 a.m.</p> <p>MOVED by Councillor Richardson that changes to the Draft 2024 Operating and Capital Budget be made as directed at meeting time, and that the revised draft budget be brought back to the next meeting for review and discussion.</p> <p style="text-align: right;">CARRIED</p>
	039-2024	<p>MOVED by Councillor Richardson that the February 13, 2024 correspondence from Safety Codes Council regarding the 2023 Annual Internal Review: Summer Village of South View, be accepted for information.</p> <p style="text-align: right;">CARRIED</p>
8.	FINANCIAL 040-2024	<p>MOVED by Mayor Benford that Council receive, for information, the income and expense statement as of January 31, 2024.</p> <p style="text-align: right;">CARRIED</p>

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9.	<p>COUNCIL REPORTS</p> <p>041-2024</p>	<p>Mayor Benford gave a verbal report on the following: Alberta Municipalities LGFF Webinar Summer Villages Meeting with Alberta Municipalities Vice President Villages and Summer Villages</p> <p>Deputy Mayor Ward had no meetings to report on.</p> <p>Councillor Richardson gave a verbal report on the following: Roles and Responsibilities Course Muni 101: The Essentials of Municipal Governance Course</p> <p>MOVED by Councillor Richardson that the Council Reports, as verbally provided at meeting time, be accepted for information.</p> <p style="text-align: right;">CARRIED</p>
10.	<p>CAO REPORT</p> <p>042-2024</p>	<p>MOVED by Mayor Benford that the Chief Administrators Report, as presented by Chief Administrative Officer, Wendy Wildman, be accepted for information.</p> <p style="text-align: right;">CARRIED</p>
11.	<p>INFORMATION AND CORRESPONDENCE</p> <p>043-2024</p> <p>044-2024</p>	<p>MOVED by Mayor Benford that all correspondence from Fire Chief Ives, for both Council and Administration, be received through Administration, instead of directly to Council.</p> <p style="text-align: right;">CARRIED</p> <p>MOVED by Deputy Mayor Ward that the following Information and Correspondence items be received for information:</p> <ul style="list-style-type: none"> a) January 31, 2024 email from Alberta Municipalities President, Tyler Gandam, regarding the May 31, 2024 deadline to submit a resolution; b) Article from Alberta Municipalities Casual Legal Services entitled "Taxes Start at Home". This article is based on the recent Court Decision out of the Summer Village of South View; c) January 18, 2024 email from Alberta Municipalities President, Tyler Gandam, and power point presentation regarding the new Local Government Fiscal Framework Capital Grant Program;

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		<p>d) January 15, 2024 email and speaking notes from Association of Summer Villages of Alberta President, Mike Pashak, regarding the Local Government Fiscal Framework base fund issues;</p> <p>e) December 31, 2023 Community Peace Officer Report from the Town of Mayerthorpe;</p> <p>f) February 5, 2024 Letter from Alberta Health Services to Fire Chief Ives regarding MFR Direct Financial Support Launch.</p> <p style="text-align: right;">CARRIED</p>
12.	OPEN FLOOR DISCUSSION WITH GALLERY (15 min)	There was a discussion regarding the draft 2024 Operating and Capital Budget, as well as Council Emails.
13.	CLOSED MEETING	n/a
14.	NEXT MEETING	The next regular Council meeting is scheduled for Tuesday, March 19, 2024 at 9:30 a.m. in a hybrid format.
15.	ADJOURNMENT	As there was no further business, Mayor Benford adjourned the meeting at 12:20 p.m.

Sandi Benford, Mayor

Chief Administrative Officer, Wendy Wildman

A BYLAW OF THE SUMMER VILLAGE OF SOUTH VIEW IN THE PROVINCE OF ALBERTA TO REGULATE THE PROCEDURE AND CONDUCT OF COUNCIL AND COUNCIL COMMITTEE MEETINGS.

WHEREAS, the Council of the Summer Village of South View considers it expedient and desirable for effective governance to regulate the procedure and conduct of Council, Councillors and others attending Council and Council committee meetings in the Summer Village of South View;

AND WHEREAS, the Council of the Summer Village of South View recognizes the need to promote effective participation in local governance by all stakeholders, including Councillors, administration, formal delegations before council and committees, and the public in general, and therefore is agreeable to accommodating electronic means of participation herein, in accordance with Section 199 of the Municipal Government Act;

NOW THEREFORE, the Council of the Summer Village of South View hereby enacts as follows:

Citation

1. This Bylaw may be cited as the "The Procedure Bylaw".

Definitions

2. In this bylaw:
 - a) "CAO" means the Chief Administrative Officer or their delegate, for the Summer Village of South View.
 - b) "Closed Meeting" means a part of the meeting closed to the public at which no resolution or Bylaw may be passed, except a resolution to revert to a meeting held in public.
 - c) "Council" means the Mayor and Councillors of the Summer Village of South View for the time being elected pursuant to the provisions of the *Local Authorities Election Act* and the *Municipal Government Act* whose term is unexpired, who have not resigned and who continue to be eligible to hold office under the terms of the related provincial legislation;
 - d) "Delegation" means any person that has permission of Council or the CAO to appear before Council or a committee of Council to provide pertinent information and views about the subject before Council or Council committee.
 - e) "Deputy Mayor" shall mean the member selected by Council to preside at a meeting of Council in the absence of the Mayor;
 - f) "Electronic Means" shall be as defined in the Municipal Government Act, Section 199(1)(a), specifically meaning an electronic or telephonic communication method that enables all persons attending a meeting to hear and communicate with each other during the course of the meeting.

- g) "FOIP" means the Freedom of Information and Protection of Privacy Act of Alberta.
- h) "Mayor" shall mean the member selected by Council at the Organizational meeting to hold that position and to preside at a meeting of Council;
- i) "Member" means a Councillor or person at large appointed by Council to a committee of Council.
- j) "Meetings" means meetings of Council and Council committees and in keeping with the interpretation of Section 199(1)(b) of the Municipal Government Act, shall include hearings.
- k) "Municipality" means the Municipality of the Summer Village of South View, a municipal corporation of the Province of Alberta and includes the area contained within the boundaries of the Municipality;

Application

- 3. This bylaw applies to all members attending meetings of Council and committees established by Council of the Municipality;

Severability

- 4. If any portion of this bylaw is declared invalid by a court of competent jurisdiction, then the invalid portion must be severed, and the remainder of the bylaw is deemed valid;

General

- 5. The General Duties of Council shall adhere to the duties and responsibilities contained within Section 153 of the MGA as set out in Appendix A.
- 6. The General Duties of the Chief Elected Official shall adhere to the duties and responsibilities contained within Section 154 of the MGA as set out in Appendix B.
- 7. No Member of Council shall direct or interfere with the performance of any work for the Municipality and shall seek all information through the office of the Chief Administrative Officer or their designate.
- 8. Members of Council shall subscribe to the Code of Conduct for Members of Council as set out in the Summer Village of South Views' Code of Conduct Bylaw.
- 9. A breach of any Section of this Bylaw by any Member of Council may place the Member of Council in the position of censure by Council.
- 10. Public Hearings held with respect to bylaws, when required or when requested by Council, will be held prior to second reading. Public Hearings shall be conducted in accordance with the procedures set out in Appendix

C.

Meetings

11. The regular meetings of Council shall be established by resolution of Council at its annual organizational meeting.
12. Special meetings of Council shall be established as required by Council according to the provisions of the Municipal Government Act and the public shall be given notice.
13. Council, by resolution, may establish other Council meeting dates.
14. The meetings of Council committees shall be established by resolution of each committee and the public must be given notice or advertised as required by the provisions of the Municipal Government Act.
15. Regular meetings of Council shall begin at 9:30 a.m.
16. The times for the beginning of Council committee meetings shall be set by resolution of each committee.
17. As soon after the hour of which the meeting was called, and a quorum is present, the Mayor shall take the chair and call the meeting to order.
18. In a case where the Mayor is not in attendance within fifteen (15) minutes after the hour of which the meeting was called, and a quorum is present, the Deputy Mayor shall call the meeting to order.
19. If a quorum is not present within thirty (30) minutes after the time fixed for the meeting, the CAO shall record the names of the members present and the meeting shall stand adjourned until the next meeting;
20. Recordings: Council or Council committee meetings may not be filmed or voice-recorded.
21. Other Recordings: Any other person may not use a mechanical or electronic recording device at a public Council or Council Committee Meeting or a Public Hearing. All such devices must be removed from the meeting room.
22. Recording Devices: No concealed electronic recording devices, including but not limited to cellular telephones, are permitted at any meetings.

Conduct of Meetings

23. Each member or delegate, as the case may be, shall address the chair but shall not speak until recognized by the chair.

24. The presiding officer with the approval by resolution of the members, may authorize a person in the public gallery to address members only on the topic being discussed at that time and within the time limits specified by the presiding officer.
25. A resolution does not require a seconder.
26. A resolution may be withdrawn at any time before voting subject to no objection from any member, as the case may be.
27. The following resolutions are not debatable by members:
 - a) adjournment
 - b) to take a recess
 - c) question of privilege
 - d) point of order
 - e) to limit debate on a matter before members
 - f) on division of a question
 - g) postpone the matter to a time certain
 - h) to table the matter
28. The Mayor or presiding officer may enter into any debate and make resolutions in the same manner as any member without relinquishing the chair.
29. Where an item has been brought before Council, the same item cannot be tabled more than three times.
30. Where a matter or issue has been brought before Council, the same matter or issue cannot be heard more than three times unless there is new information to be presented about the issue or matter.
31. Where a question under consideration contains distinct propositions, the vote upon each proposition shall be taken separately when any member so requests or when the presiding chair so directs.
32. Whenever the presiding officer is of the opinion that a motion is contrary to the rules and privileges of Council, he/she shall inform the member thereof immediately, before putting the question, and shall cite his reasons applicable to the case without argument or comment.
33. The Mayor or presiding officer shall preserve order and decorum and shall decide questions of order, subject to an appeal to the Council by resolution. Decisions of the presiding officer shall be final unless reversed or altered by a majority vote of members present.
34. In all cases not provided for in the proceedings of the Council, a two-thirds majority of Council shall determine to uphold the ruling of the presiding officer

or not as the case may be.

35. When a motion has been made and is being considered by Council no other motion may be made and accepted, except:
 - a) a motion to refer the main question to some other person or group for consideration
 - b) a motion to amend the main question
 - c) a motion to table the main question
 - d) a motion to postpone the main question to some future time
 - e) a motion to adjourn the meeting, provided that a motion to table shall not be debated except as to the time when the matter will again be considered.
36. After any question is finally put by the Mayor or other presiding officer no member shall speak to the question, nor shall any other motion be made until after the result of the vote has been declared. The decision of the Mayor or the presiding officer as to whether the question has been finally put shall be conclusive.
37. Any member of the Council can call for a recorded vote, the names of those who vote for and those who vote against the motion shall be entered in the minutes. A request for a recorded vote must precede the voting on a motion.
38. Voting on all matters shall be done by raising of the hand in such a clear manner that they may be easily counted by the presiding officer.
39. Council may adjourn from time to time to a fixed future date any regular or special meeting of Council that has been duly convened but not terminated. The object of adjourning is to finish the business that the meeting was called to transact in the first place but which has not been completed;
40. A formal motion will be made to go to a "Closed Meeting" session, identifying Division 2 Parts 16 to 29 (Exceptions to Disclosure) of the Freedom of Information and Privacy Act. Confidential items can include items under Division 2 Parts 16 to 29 of the Freedom of Information and Privacy Act and as identified within the Municipal Government Act under Section 197, as confidential items of discussion between Council, Administration and invited persons. When a meeting is closed to the public, no resolution or bylaw may be passed at the meeting, except a resolution to revert to a meeting of a council or council committee held in public. No minutes, notes, or recordings of the discussions will take place and any printed reports provided to Council will be retrieved by the CAO. After the closed meeting discussions are completed, any members of the public who are present outside the meeting room must be notified that the rest of the meeting is now open to the public, and a reasonable amount of time must be given for those members of the public to return to the meeting before it continues. Where a council or council committee closes all or part of a meeting to the public, the council or council committee may allow one or more

other persons to attend, as it considers appropriate, and the minutes of the meeting must record the names of those persons and the reasons for allowing them to attend.

Delegations

41. A person or a representative of any delegation or group of persons who wish to bring any matter to the attention of Council, or who wish to have any matter considered by Council shall address a letter or other written communication to the Council outlining the subject to be discussed. The letter shall be signed by the correct name of the writer; the address of the writer, the phone number of the writer and, if available, the email address of the writer and delivered or mailed to the CAO. The letter must arrive by 1:00 p.m. on a business day at least nine (9) business days immediately preceding the meeting at which it is to be presented. If the person wishes to appear before Council on the matter it shall be stated in the letter.
42. Delegates shall be granted a maximum of fifteen (15) minutes to present the matter outlined in the letter. Where the presiding officer determines that additional time shall be granted to a delegation the length of the extension shall be specified and the presiding officer may limit the time. The number of times that a member or delegate may speak on the same question or resolution is three (3) times, having due regard to the importance of the matter.
43. Delegations that have not submitted a letter in accordance with section 41 may be granted a brief opportunity to outline the matter they wish to present to Council, and following that outline, the presiding officer and members shall determine if the delegation is to be granted time under section 42 to present the matter outlined.
44. Members of the public who constitute the gallery in the Council Chambers during a Council meeting may not address Council without permission of the Council, shall maintain order and quiet, and shall not applaud or otherwise interrupt any speech or action of members of Council. Should the behaviour of a member or members of the gallery become unruly, they shall be required to leave the meeting immediately.
45. Council shall hear all delegations that have brought their items of business onto the agenda in the order in which they are placed on the agenda or the order may be changed by a majority vote of members present. All rules of Council in this Bylaw shall apply to each and every member of the delegation. Delegations shall have fifteen (15) minutes for presentation;

Provision for Attendance and Participation by Electronic Means

46. In accordance with the provisions of Section 199 of the Municipal Government Act, Council herein provides that meetings of council, including committee meetings and public hearings, may be conducted by Electronic Means, when

deemed necessary to do so for the effective and expedient governance of the municipality and engagement with the public, at the discretion of Council.

- a) In exercising its discretion, Council may provide for the following meetings inclusive of Electronic Means:
 - A full virtual meeting, by which all parties that are, or may wish to be, participating in the meeting shall have a common point of access to the virtual meeting through approved electronic means; or,
 - A hybrid virtual meeting, at which some of the participants may be authorized to participate through approved electronic means. The availability of a hybrid virtual meeting does not create an obligation, nor does it restrict the ability, to provide virtual access to the general public, as in the hybrid model the council chamber remains an effective point of access for the general public.
- b) In exercising its discretion, Council shall prioritize the use of hybrid, rather than full, virtual meetings such that where possible the use of electronic means is limited to use by those active parties in the meeting, including councillors, administration and formal delegations who cannot be in physical attendance.
- c) In all cases, Electronic Means shall be used only when and where the location of remote access is able to support its use. The ability to access remotely is not a guarantee that access will be assured or that business will be detained for input by those with an intermittent connection.
- d) A Councillor shall be deemed present for the meeting for the duration of the meeting, in all or in portions, for which their connection is active.
- e) The Presiding Officer shall, on the Call to Order of the meeting, declare to the meeting that there is, or may be, participation by Electronic Means, and shall ask the recording secretary to confirm any virtual attendees by seeking confirmation of:
 - Those voting members or councillors present;
 - Those administration present;
 - Those delegations that may be present; and
 - The general count of those public present.

47. In providing for Electronic Means, the Council authorizes the following electronic means for virtual participation in meetings:

- a) Telephone participation, both traditional landline and cellular mobile participation;

- b) Personal or Work Computer or Tablet, via virtual participation applications or programs initiated by the municipality;
 - c) Other means as may become commonly accepted and deemed safe by the municipality as technology advances.
 - d) The access codes or numbers for participating electronically shall be distributed along with the agenda of the meeting in the same manner by which the agenda is circulated (email, website, and/or contained on the physical copy of the agenda).
48. In participating by Electronic Means, a Councillor shall be required to make their presence known in accordance with the following:
- a) On initially joining the meeting, shall declare their full name to the acknowledgement of the Chair of the meeting, and if possible confirm their participation by live video display.
 - b) When participating making a motion, or participating in debate, the virtually attending member shall verbally request the floor from the Chair, and may be assisted in garnering the attention of the Chair by the moderator or recoding secretary or other administrative officer present in the meeting.
 - c) When speaking, and when voting on matters, the virtually attending member should, when feasible pending service connection, turn their live display video on.
 - d) In voting on a matter, the virtually attending party, or parties, shall be called on by the Chair to give their vote verbally, one at a time, following the call of the question and voting by those parties that may be attending the meeting physically.
 - e) If the matter being voted on is a question requiring a secret ballot, the virtually attending party, or parties, shall be permitted to either email or text message their ballot to the Chief Administrative Officer, or Designated Officer or Clerk, and have it received and counted as in the normal fashion. In exercising this option, virtually attending members shall be permitted not more than 5 minutes from the time voting is declared "open" by the Chair to submit their vote; late receipts will not be accepted and shall be deemed an absent vote.
 - f) When a council member or other participant is included in a Closed Session meeting and participating by Electronic Means, the virtually attending member shall be asked to verbally confirm to the Chief Administrative Officer, or designate, that they are attending the Closed Session alone.

49. When making access by Electronic Means available to the general public:
- a) The access codes and numbers for the approved Electronic Means shall be contained within the meeting notice and agenda for the meeting and distributed by the same means used to circulate the notice of meeting and agenda.
 - b) Except where public participation is expressly allowed, such as a public hearing, public participants shall be muted and may be disconnected from the meeting by the moderator of the meeting for disruptions due to noise, unauthorized comment or any disruptions which hampers the effective conduct of the meeting, at the discretion of the Chair.
 - c) Where public participation does involve receiving comment from the public, such as in a public hearing or open gallery provision, comments will be received verbally in a manner of order determined by the Chief Administrative Officer based first on requests to speak received before the meeting, concurrently during the meeting (for example in the "chat box" of the electronic meeting platform, and then finally any last comments arising from the floor. The conduct of these comments shall be respectful and follow the same decorum and process as if made in physical attendance.

Rules of Order

50. Any matter of meeting conduct which is not herein provided for shall be determined in accordance with "Roberts Rules of Order";

Agenda and Order of Business

51. Prior to each meeting, the CAO shall prepare a statement of the order of business to be known as the "Agenda" of all matters to be brought before Council. To enable the CAO to do so, all documents and notice of delegation, intended to be submitted to the Council, shall be received by the CAO not later than 1:00 p.m. on a business day at least nine (9) business days before the meeting.
52. The CAO shall place at the disposal of each member a copy of the agenda and all supporting materials not later than 4:30 p.m. four (4) business days before the meeting.
53. Where the deadlines in section 51 and 52 are not met, the agenda and support materials shall be deemed to be acceptable when the agenda is adopted at the meeting.
54. The business intended to be dealt with shall be stated in the agenda in the following order where applicable:
- 1. Call to Order

2. Treaty 6 Territory Land Acknowledgment
3. Agenda Adoption
4. Minutes Adoption
5. Appointments (Delegations)
6. Bylaws
7. Business
8. Financial
9. Council Reports
10. Chief Administrator's Report
11. Information & Correspondence
12. Open Floor Discussion with Gallery - Total time provision of 15 minutes
13. Closed Meeting Session
14. Next Meeting
15. Adjournment

55. The order of business established in section 54 shall apply unless altered by the presiding officer with no objection from members, or otherwise determined by a majority vote of the members present, and the vote upon a matter of priority of business shall be decided without debate.
56. Standing Committees of Council shall be established and governed by policy or bylaw approved by Council. Where appropriate authority is delegated to a Standing Committee, such committee and its mandate shall be established by bylaw;

Recording of the Minutes

57. The CAO may delegate any duties to a recording secretary but shall accept all responsibilities of the duties.
58. If a member of Council arrives late, leaves before the meeting is adjourned, or is temporarily absent from the meeting, it shall be so recorded in the minutes.
59. After each meeting, the CAO shall prepare a statement of what was done at the meeting which will be known as the "Minutes" of the meeting. The minutes will be the written record of the proceedings of the meeting and will be a record of what was done at the meeting, and not what was said at the meeting;

Bylaws

60. Where a bylaw is presented to Council for enactment, the CAO shall cause the number and the short title of the bylaw to appear on the Agenda in the appropriate place.
61. Every bylaw shall have three separate and distinct readings.

62. After a member has made the motion for the second reading of the bylaw Council may:
 - a) debate the substance of the bylaw; and
 - b) propose and consider amendments to the bylaw.
63. A proposed amendment shall be put to a vote and if carried shall be considered as having been read a first time and incorporated in the bylaw.
64. Unless the members present at a meeting unanimously agree that a bylaw may be presented to Council for a third reading at the same meeting at which it has received two readings, the bylaw shall not be given more than two readings at one meeting.
65. Where required by provincial statute, a bylaw shall be advertised or submitted to the electorate for voting as set out in the relevant statutes.
66. Bylaws shall not be repealed, amended or suspended, except so far as the terms thereof themselves permit, unless it is repealed, amended or suspended by:
 - a) a Bylaw unanimously passed at a regular or special meeting of the Council at which all members thereof are present; or
 - b) a Bylaw passed at a regular meeting of Council, pursuant to a notice in writing given and openly announced at the preceding meeting of the Council and setting out the terms of the substantial effect of the proposed Bylaw.

Website

67. The Regular Council Meeting agenda will be posted on the Summer Village website prior to the Council meeting after it is prepared and distributed to Council.
68. Special Council Meeting agendas will be posted on the Summer Village website prior to the special Council meeting after it is prepared and distributed to Council.
69. Unapproved meeting minutes are to be posted on the Summer Village website within 7 business days after the meeting.
70. Approved minutes are to be posted on the Summer Village website within 3 business days after the meeting.
71. Other items will be posted on the Summer Village website as directed by the CAO or designate.

This Bylaw repeals Bylaw No. 239-2023 and comes into full force and effect upon third and final reading.

READ a first time this 20th day of February, 2024.

READ a second time this 20th day of February, 2024.

UNANIMOUS CONSENT to proceed to third reading this 20th day of February, 2024.

READ a third and final time this 20th day of February, 2024.

SIGNED this 20th day of February, 2024.

Mayor, Sandi Benford

Chief Administrative Officer, Wendy Wildman

25

SUMMER VILLAGE OF SOUTH VIEW
APPENDIX A

Municipal Government Act Division 3
Duties, Titles and Oaths of Councillors

General duties of Councillors
153

Councillors have the following duties:

- (a) to consider the welfare and interests of the municipality as a whole and to bring to council's attention anything that would promote the welfare or interests of the municipality;
- (a.1) to promote an integrated and strategic approach to intermunicipal land use planning and service delivery with neighbouring municipalities;
- (b) to participate generally in developing and evaluating the policies and programs of the municipality;
- (c) to participate in council meetings and council committee meetings and meetings of other bodies to which they are appointed by the council;
- (d) to obtain information about the operation or administration of the municipality from the chief administrative officer or a person designated by the chief administrative officer;
- (e) to keep in confidence matters discussed in private at a council or council committee meeting until discussed at a meeting held in public;
- (e.1) to adhere to the code of conduct established by the council under section 146.1(1);
- (f) to perform any other duty or function imposed on Councillors by this or any other enactment or by the council.

SA 2000 cM-26 s153;2015 c8 s17;2016 c24 s15

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SUMMER VILLAGE OF SOUTH VIEW
APPENDIX B

Municipal Government Act Division 3
Duties, Titles and Oaths of Councillors

General duties of chief elected official
154

- (1) A chief elected official, in addition to performing the duties of a Councillor, must
 - (a) preside when in attendance at a Council meeting unless a bylaw provides that another Councillor or other person is to preside, and
 - (b) perform any other duty imposed on a chief elected official by this or any other enactment or bylaw.
- (2) The chief elected official is a member of all Council committees and all bodies to which Council has the right to appoint members under this Act, unless the Council provides otherwise.
- (3) Despite subsection (2), the chief elected official may be a member of a board, commission, subdivision authority or development authority established under Part 17 only if the chief elected official is appointed in the chief elected official's personal name.

1994 cM-26.1 s154;1995 c24 s21

SUMMER VILLAGE OF SOUTH VIEW
APPENDIX C
Public Hearing Procedure

Policy

Council may adopt a procedure for statutory public hearings.

Council shall abide by the underlying principles for statutory public hearings. The process will adhere as closely to the procedures outlined as possible although Council may adjust the process in order to accommodate a smooth flow of the proceedings provided that there is adherence to the underlying principles.

Council may follow this process for those non-statutory public hearings on issues that Council determines would benefit from public input.

Public Hearing Principles

These principles shall apply only to the process for bylaws or resolutions that require a public hearing or that Council determines would benefit from a public hearing, and not to other bylaws or resolutions.

1. Council shall hear any person, group of persons, or persons representing them, who claims to be affected by a proposed bylaw or resolution and who has complied with the procedures outlined by Council.
2. Council, by majority vote, may decide to hear from any person other than those outlined in principle number 1.
3. The public hearing shall be held at a regular or special meeting of Council.
4. The public hearing shall be held before second reading of a bylaw or before Council votes on a resolution.
5. After the public hearing, Council may pass the bylaw or resolution, or make any amendments that it considers necessary.
6. If Council determines that the amendments to a bylaw or resolution that requires a statutory public hearing have changed the intent of the bylaw, Council shall re-advertise the public hearing, and commence with first reading of the bylaw again.

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Public Hearing Procedures

Definitions

1. "Chair" refers to the Presiding Officer officiating the Public Hearing
2. "Secretary" refers to the CAO or his/her designate

SUMMER VILLAGE OF SOUTH VIEW PUBLIC HEARING

Date Time

Bylaw #

INTRODUCTION & PROCEDURES

- 1 (Chair) "The following Public Hearing is held pursuant to the Municipal Government Act"
- 2 (Chair) "The following rules of conduct will be followed during the Public Hearing:"
Presentation should be brief and to the point
The order of presentation shall be
 - o Entry of written submission
 - o Comments from the ****
 - o Those supporting the Bylaw
 - o Those opposing the Bylaw
 - o Any other person deemed to be affected by the BylawThe Public Hearing purpose is "to receive comments from any interested parties on the proposed Bylaws"

"I hereby declare the Public Hearing relating to Bylaw **** open"

- 3 (Secretary) "The purpose of Bylaw **** is to amend ***.

First Reading was given to Bylaw **** on (insert date) •

Notice of this Public Hearing was advertised on the website, on the (insert various method of advertising) in the week of (insert date)

The following written comments have been received to (insert d-ate)

- 4 (Chair) "Are there any late written submissions relating to the Bylaw?"

(Note: If there are any, the secretary to read letter into record) "Comments from the **** Department"

"Is there anyone who supports the Bylaw and wishes to speak?" "Is there anyone who opposes the Bylaw and wishes to speak?"

"Is there anyone deemed to be affected by the Bylaw and wishes to speak?"

- 5 (Chair) "Are there any further comments from the **** Dept."
- 6 (Chair) "Do the Councilors have any further questions"
- 7 (Chair) "If not, I hereby declare this Public Hearing relating to Bylaw **** be closed and will adjourn this Public Hearing."

7.a

svsouthview@outlook.com

From: kellymuir@albertabeach.com
Sent: February 29, 2024 9:59 PM
To: cao@onoway.ca; lkwasny@onoway.ca; lisajohnson@onoway.ca; bconinx@onoway.ca; rmurray@onoway.ca; spockett@onoway.ca
Cc: aboffice@albertabeach.com; cao@valquentin.ca; svsouthview@outlook.com; administration@wildwillowenterprises.com; office@sunsetpoint.ca; svcastle@telus.net; cao@svnakamun.com; office@svyellowstone.ca; cao@rosshaven.ca; wendy@wildwillowenterprises.com; j; jblakeman@lsac.ca; rbohnet@lsac.ca; ngelych@lsac.ca; lgiebelhaus@lsac.ca; lolsvik@lsac.ca; gvaughan@lsac.ca; klovich@lsac.ca; mprimeau@lsac.ca
Subject: Municipalities ORFS Letter
Attachments: Town of Onoway - Re ORFS.pdf

Good evening. Please see the attached letter from the undersigned member municipalities in regards to the Onoway Regional Fire Services decision-making and communication process. Thank you for your time and consideration.

Sincerely,

Kelly Muir
Mayor, Alberta Beach

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February 29, 2024

Sent via email

Attention: **Town of Onoway Council and Administration**

Re: **Onoway Regional Fire Services Decision-Making and Communication Process**

The Councils of the undersigned member municipalities would like to make the Town of Onoway aware of concerns that have developed regarding decisions that are being made and communications that are being sent out on behalf of Onoway Regional Fire Services and its member municipalities.

As you are aware, the Town holds the Fire Services Agreement with our contracted service provider and the member municipalities have agreements with the Town for the provision of fire services. Recently, the town has been negligent in its duties, as they pertain to its various contracts. Most notably, the Town has been making decisions and issuing communications without prior discussion, direction, or approval from the Fire Services Committee. While this has been an ongoing issue for some time, there are two recent examples of this occurring that we would like to highlight, in order to demonstrate the issue: the December 21, 2023 letter from the Town and Lac Ste Anne County regarding changes to dispatch procedures, and the January 16, 2024 letter from Onoway to Chief Ives regarding medical consumables.

The December 21, 2023 letter outlines changes to dispatch protocols. It is our understanding that these changes occurred in October and were at the direction of Lac Ste Anne County. This letter, signed by the CAO of Onoway, implies that the Town was both a party to, and in favour of, this decision. These changes should not have been agreed to by the Town and a letter sent from the Town without first discussing the situation and the appropriate response with the Fire Services Committee. While these changes may appear inconsequential, and in fact they may be, it was not for the Town to decide. Further, it is prudent to remind the Town that the dual dispatch system originated after significant effort by the Town and its partner municipalities, on behalf of Onoway Regional Fire Services, following the deaths of four (4) people on Highway 633 in two separate incidents. We would like to know more about how the decision was made, Onoway's role in it, and how these changes are being implemented through the dispatch center. We would also appreciate written confirmation from the Town of Onoway that you have confirmed that Onoway Regional Fire Services is being called out to all calls where there is a **life-safety risk**. Public safety must be our number one priority, and this decision may very well put the safety of our residents in question.

The January 16, 2024 letter to Chief Ives also shows an example of decisions being made without due process. Neither the Fire Services Committee nor the membership has passed a Fire Administration budget for the 2024 year. Without this budget being passed, we do not yet know what the committee or membership will approve regarding consumables in 2024. We ask that you do not make commitments on our behalf without due process. Further, the 2024 fire administration budget should have been passed in 2023 or early in 2024, yet no meeting has been scheduled for the purposes of passing the budget. We

require that a meeting be scheduled with the Fire Services membership for the purpose of passing the 2024 budget.

The Town is also likely aware of a letter that was sent on January 10, 2024 from Lac Ste Anne County Reeve Blakeman regarding mutual aid and dual dispatch. In this letter, Reeve Blakeman states his belief that the Town of Onoway can independently make decisions, including changing service providers for Onoway Regional Fire Service, without the consent of the member municipalities. We are not sure why he believes this, but would like to ensure that the Town does not share in this sentiment. Both the Contract between the Town and Fire Rescue International (previously Northwest Fire and Rescue) and the Contracts between the Town and the member municipalities have a section regarding the Fire Services Committee. For ease of reference this section reads:

The Town will facilitate the creation of a Fire Services Committee comprised of such representatives of the Town and other municipalities with whom the Town has contracted respecting Fire Services as deemed appropriate. The Fire Service Committee shall have such duties as the Town, the other municipalities, and the committee deem appropriate. It is expected that these duties will include making recommendations to the Town respecting the use of any reserve fund created in respect of Fire Services. (The Fire Services Committee will initially consist of 3 elected representatives: one from Onoway, one from Alberta Beach, and one from the Summer Villages group.)

This verbiage is the same in all agreements, with the exception of the part in brackets which is only included in the agreements between the Town and the member municipalities. Additionally, to refresh your memory, recently, our fire service provider changed its name and status to the non-profit, Fire Rescue International. This was an exercise in frustration as this simple change required the consent of all of Onoway Regional Fire Services member municipalities. We can only imagine the challenge the Town would have changing our fire service provider, even with the consent of the membership. We expect that, in the future, all decision and direction regarding Onoway Regional Fire Services be discussed and decided at the committee level. These are NOT decisions for Onoway Council or Administration to make.

Reeve Blakeman's letter also highlights disappointment with the tone and nature of recent public communications. We agree there are recent communications, initiated by Fire Chief Ives, which have been unnecessary and/or inappropriate. It is important to note that the Town is not faultless here. The comments made by Fire Chief Ives were an understandable and relatable reaction to being left in the dark on the nature and implementation of critical changes that have the potential to significantly impact public safety. Fire Chief Ives attempted to address these concerns with the Town, who should be its administrative advocate, not its gatekeeper, with limited success. The frustrations and communications from Fire Chief Ives were, in part, the result of your administrative failure, and now we are all apologizing for this oversight – you should consider doing the same.


Further to this, we understand that, at your February 22, 2024 Regular Council meeting, a motion was passed to give one years notice to terminate the Fire Contract. We acknowledge that both the agreement between the Town and Fire Rescue International (Northwest Fire and Rescue) and the Town and the member municipalities have a termination clause, and the Town may terminate these agreements. However, our agreements with the Town specifically refer to the service provider being Northwest Fire and Rescue (or Fire Rescue International); any change to service provider for Onoway Regional Fire Service, without the consent of the group, is not contemplated in the agreement. Recall, again, the struggle we

have had simply changing the name of our current service provider. We request the exact wording of the motion from the February 22, 2024 Regular Council Meeting, so that we may plan accordingly.


Although we are not surprised by the actions of Onoway Council and Administration, we are disappointed that significant decisions are being made, that impact the entire region without input or discussion from the Town's partners. We hoped that you would have the courage and resolution to at least hold a meeting and inform us of your intentions to withdraw from our agreements, instead of hastily passing an impactful motion that will put the health and safety of all of our residents in jeopardy.

Finally, we would like to reiterate that Administration for the Town of Onoway should be managed separately from the Administration of Onoway Regional Fire Services and the Fire Service Contracts. What is in the best interest of the Town may not be in the best interest of Onoway Regional Fire Services, or vice versa. When acting in the capacity of administration for Fire Services it is your responsibility and obligation to work in the best interest of the fire service, as a whole, not the best interests of Onoway.


Sincerely,



Mayor Kelly Muir, Alberta Beach




Mayor Bernie Poulin, Summer Village of Silver Sands




Mayor Gwen Jones, Summer Village of Sunset Point



Mayor Kathy Dion, Summer Village of Val Quentin



Mayor Sandi Benford, Summer Village of South View



Mayor Marge Hanssen, Summer Village of Nakamun Park

Cc: Onoway Regional Fire Services Member Municipalities
Lac Ste Anne County Council and Administration



7.6
TOWN OF ONOWAY

Mail: Box 540
Onoway, Alberta
T0E-1V0
Town Office: 4812-51 Street
Phone: 780-967-5338

Via Registered Mail

March 7, 2024

**Summer Village of Southview
Box 8
Alberta Beach, AB T0E-0A0**

Received March 12, 2024

Mayor and Council,

**Re: Termination of Fire Services Agreement
The Town of Onoway (the "Town")**

The Town has decided to terminate its Fire Services Agreement with North West Fire Rescue – Onoway Ltd. (also known as Fire Rescue International) ("North West") pursuant to the Agreement. The termination will take effect March 7, 2025.

As part of this termination, the Fire Services Agreement, effective December 31, 2015, and the Amending Agreement, effective January 1, 2021 (together, the "**Fire Services Agreement**") between the Town and ("**Summer Village of Southview**") will also need to be terminated.

This letter serves as formal written notice of the Town's intention to terminate the Fire Service Agreement as of March 7, 2025 ("**Termination Date**"), pursuant to section 20 of the Fire Services Agreement.

The Town is currently working with North West to effect a smooth and orderly transition to another fire service provider. The Town will continue to provide all fire services, through North West, pursuant to the Fire Services Agreement up until the Termination Date. At Termination Date, the Basic Annual Fee outlined in the fee schedule at Schedule "B" shall be prorated accordingly, with any necessary refund paid back to **Summer Village of Southview**.

The Fire Services Committee remains constituted until the Termination Date and will be involved in the transition. Further details regarding the transition will be provided in due course.

Yours truly,

The Town of Onoway

PER:

Len Kwasny

Mayor



January 10, 2024

Municipalities Partnered in
Onoway Regional Fire Services

Attn: Mayors & Councils

Re: Onoway Regional Fire Services Mutual Aid / Dual Dispatch

Lac Ste. Anne County finds it necessary to reiterate the relationships between the parties involved with fire service mutual aid provisions to the municipalities involved with Onoway Regional Fire Services (ORFS):

- The County has an agreement with the Town of Onoway to provide and receive mutual aid in relation to fire services. There is no agreement for automatic or dual dispatch. There is no agreement between the County and FRI/NWFR.
- The Town has an agreement with the ORFS municipal partners to provide fire services.
- The Town has an agreement with FRI/NWFR to contract municipal fire services. There is no agreement between ORFS, or it's member municipalities, and FRI/NWFR.

What this means is that the Town itself is the only entity that has care and control over the contracted fire service provider (i.e. FRI/NWFR). Although ORFS members have an expectation, through agreement, to receive fire services there is no obligation to the ORFS members that the Town provides that service via their current contractor. It also means that ORFS, and/or it's member municipalities, do not have care and control over the town's contracted provider.

As indicated the County's current Mutual Aid Agreement is between the County and the Town of Onoway. As such, we have expressed concerns regarding the antics of FRI/NWFR, specifically Fire Chief David Ives, directly with the Town. However, as these concerns continue to escalate, we find it necessary to share our position with the ORFS member municipalities.

Lac Ste. Anne County is extremely frustrated and disappointed, to say the least, in recent actions of Chief Ives with public statements against County Council, Senior Administration, and Fire Services Personnel, of which the County considers both libelous and slanderous.

As you are aware, the Town and the County issued a joint letter (dated December 21, 2023) to ORFS members, outlining the minor change in dispatch protocol for non-critical events. For clarity, the change in protocol addresses two points:

- Within the designated highways, if the initial information received by dispatch clearly indicates that there are no injuries and the severity/complexity is considered low, ORFS will not be dual dispatched unless requested by LSACFS.

If the initial information received by dispatch identifies injuries, entrapments or the severity/complexity is considered more than "low" the dual dispatch will apply.

- Dual dispatch of ORFS has been cancelled for fires; with LSACFS only being dispatched. ORFS will be dispatched if LSACFS determines mutual aid assistance is required.

.../2

Chief Ives has been provided with the specific memo forwarded to Parkland Dispatch, and this same clarity.

The written and verbal statements of Chief Ives continue to discredit and criticize the County and our Fire Department. Further, they undermine the attempts to grow the relationship between the two fire services and instead the trust is diminishing. The success of two entities working together is dependent on the confidence that both are committed to 'getting the job done' in a professional and proficient manner, but this is now compromised.

The County reminds everyone that a court order affirming the County is the authority having jurisdiction on the area highways and the prevention of FRI/NWFR responding without the request of County Fire Services remains in effect. After much deliberation and discussion with ORFS members, the County voluntarily implemented the dual dispatch protocol for motor vehicle collisions on a trial basis. However with the recent events, we will be discussing our reaction to Chief Ives communications, including potential impacts to dual dispatch or the cancellation of same.



Joe Blakeman
Reeve, Lac Ste. Anne County

c.c. Town of Onoway Mayor & Council
Lac Ste. Anne County Council
Mike Primeau, County Manager, Lac Ste. Anne County
Trista Court, General Manager of Community Engagement

svsouthview@outlook.com

From: kellymuir@albertabeach.com
Sent: February 29, 2024 9:59 PM
To: jblakeman@lsac.ca; rbohnet@lsac.ca; ngelych@lsac.ca; lgiebelhaus@lsac.ca; lolsvik@lsac.ca; gvaughan@lsac.ca; klovich@lsac.ca
Cc: aboffice@albertabeach.com; cao@valquentin.ca; svsouthview@outlook.com; administration@wildwillowenterprises.com; office@sunsetpoint.ca; svcastle@telus.net; cao@svnakamun.com; office@svyellowstone.ca; cao@rosshaven.ca; wendy@wildwillowenterprises.com; ; cao@onoway.ca; lkwasny@onoway.ca; lisajohnson@onoway.ca; bconinx@onoway.ca; rmurray@onoway.ca; spockett@onoway.ca
Subject: Municipalities Letter Regarding ORFS Mutual Aid and Dual Dispatch
Attachments: Lac Ste. Anne County - Re ORFS.pdf

Good evening. Please see the attached letter from the undersigned member municipalities in response to Reeve Blakeman's letter, dated January 10, regarding the Onoway Regional Fire Services and the mutual aid agreement and dual dispatch protocols. Thank you for your time and consideration.

Sincerely,

Kelly Muir
Mayor, Alberta Beach



February 29, 2024

Sent via Email

Attention: Lac Ste Anne County Reeve and Council

Re: January 10, 2024 Letter from Reeve Blakeman regarding Onoway Regional Fire Services Mutual Aid / Dual Dispatch

The Councils of the undersigned municipalities acknowledge receipt of the above noted correspondence from Reeve Blakeman and have had an opportunity to discuss this correspondence, individually and collectively. In his letter, Reeve Blakeman covers a variety of points which we feel are necessary for us to respond to.

First and foremost, we echo your frustration with the public discourse and communications that have happened, as of late, particularly regarding fire. It is disconcerting to see the relationships that we have worked so hard to build and maintain start to crumble over the past several months. Open, honest, and upfront communication have been key to relationship building in the region and it appears that the current lack of open, honest and upfront communication is playing a role in our current conundrum.

Thank you for your interpretation of the various contracts and agreements between the Town of Onoway, our fire service provider, the various municipalities served through Onoway Regional Fire Service, and Lac Ste Anne County. For the record, we disagree with much of your interpretation and would like to offer clarification, from our perspective.

Mutual aid agreements, automatic aid, and dual dispatch:

As you point out, Lac Ste. Anne County has a mutual aid agreement with the Town of Onoway and it is agreed that this Agreement does not cover automatic aid or dual dispatch. We would like to point out that each municipality who contracts with Onoway Regional Fire Services has signed an addendum, as per section 28 of the Mutual Aid Agreement, essentially making this an Agreement amongst Onoway, Lac Ste. Anne County, and the members of Onoway Regional Fire Service. We would also like to draw to your attention section 7 of the Agreement, which states:

The parties covenant and agree they will actively consider, in good faith, whether they can respond in a timely fashion to calls received from the Dispatch Centre, in light of, among other things, their current manning, the location of the incident in question, and the seriousness of the incident.

We also agree that, without a written agreement otherwise, LSAC may alter the terms of our dual dispatch protocols. However, we did have various verbal agreements regarding these protocols. Changing these protocols without first discussing them with us and then waiting months to inform us, when there were

verbal agreements in place, caught us off-guard as we were operating under the assumption that you and the County could be taken at your word.

Once again, Lac Ste. Anne County has withdrawn or changed the nature of how we work together with zero communication or consultation with its regional partners. The changes to dispatch protocols occurred in October, and we were not notified until December, after we had discovered the change through other means. Which leads us to two important questions. Would we have been informed, had we not found out otherwise? And, what prompted these changes?

While on the topic, we have been informed that section 16 of the Mutual Aid Agreement between the Town and LSAC is not being followed. "Both Parties agree to participate in semi-annual meetings of their respective Fire Chiefs and appropriate staff as deemed necessary". Despite repeated attempts by our Fire Chief to schedule meetings, they have not been occurring.

Agreements between Onoway, Fire Rescue International, and member municipalities:

Your interpretation of how the various agreements work and interact with each other was curious but we disagree. Our interpretation of the agreements is that the Town cannot commit the members of Onoway Regional Fire Service to a new service provider without the consent of the member municipalities. There is an obligation for the Town to maintain our current service provider, or withdraw from the agreements with the members of Onoway Regional Fire Service, entirely, should they wish to change providers without the consent of the group.

Discourse and Communication:

We understand and agree that there have been heated public communications, of late, from our fire service provider. Some of these communications were unnecessary and we are dealing with the matter internally. However, we ask that you consider the reasons for the reaction.

We do not know why the County has made changes to the protocols; we do not know why the County chose to communicate these changes months after the fact, or if LSAC did communicate these changes and the communications didn't make it to us. We are concerned about the safety of our residents, and county residents as well, on our highways. Let us not forget that there were four (4) deaths in two separate incidents on Highway 633 in the lead up to our dual dispatch protocols. These protocols were implemented to ensure that all of our residents and visitors could count on a high quality of emergency response when travelling through our region. If the standard of service is changing, we ought to be engaged in the decision-making process.

Onoway Regional Fire Services is highly trained in medical response and offers a high level of service, in addition to chute times that are comparable to paid city fire departments. We know that an ambulance from AHS is often 20-30 minutes away. That is an awfully long time to wait, injured and distressed, on the side of the highway, even if you are not at risk of dying. We ask that you truly consider if your training, response levels, and times are equal to or better than ours. If they are not, it would be prudent to reconsider this change to dispatch protocols, in the name of public safety.

This is not to call into question the capabilities of the County Fire Service. We appreciate their work, and commitment to public safety. However, the County has informed us, on many occasions, that the paid-on-call nature of your fire service means that there may not be someone there to answer the call. When

seconds matter, this dual dispatch system has saved lives. Our Fire Chief has asked Onoway, Lac Ste. Anne County and Parkland Dispatch to comment on the changes: why they were made, how they are being rolled out, and when they will be dually dispatched. The response has been underwhelming. We are trying to understand the change and ensure that all our residents are taken care of to the highest possible standard.

We value our partnership with Lac Ste Anne County and look forward to continuing to work together in the future. In addition to considering if this change is truly in the public interest, we ask that Lac Ste Anne County considers their role in this communication conundrum, while we deal with our part. Moving forward, we trust that LSAC will engage with us regarding changes that will impact our operations or our residents. Further, we encourage collaboration and communication **before** changes are made that will impact us, so that we may work together to ensure public safety and to avoid unpleasantness, conflict, and unanticipated consequences. Public Safety must be the number one priority. It is time to get back to working together towards ensuring this is the case.

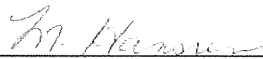
Sincerely,



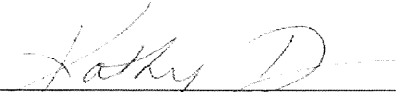
Mayor Kelly Muir, Alberta Beach



Mayor Bernie Poulin, Summer Village of Silver Sands



Mayor Marge Hanssen, Summer Village of Nakamun Park



Mayor Kathy Dion, Summer Village of Val Quentin



Mayor Sandi Benford, Summer Village of South View

Cc: Onoway Regional Fire Services Member Municipalities
Town of Onoway Administration
Town of Onoway Council

7.d

Response to letters re fire.

Joe Blakeman <JBlakeman@lsac.ca>

Tue 3/5/2024 4:42 PM

To: Joseph Poulin [REDACTED]; Sandi Benford [REDACTED]; Ren Giesbrecht [REDACTED]; kellymuir@albertabeach.com <kellymuir@albertabeach.com>; Gwen Jones <gwen.jones@sunsetpoint.ca>; Don Bauer <mayor@svyellowstone.ca>; Ray Huskal Ross Haven <Ray.hutscal@rosshaven.ca>; Marge Hanssen <marge.hanssen@svnakamun.com>; Jon Ethier [REDACTED]; Mike Primeau <mprimeau@lsac.ca>; Trista Court <tcourt@lsac.ca>; Cindy Suter <csuter@lsac.ca>; k.dion@valquentin.ca <k.dion@valquentin.ca>; Don Bauer <mayor@svyellowstone.ca>
Cc: wendy wildwillowenterprises.com <wendy@wildwillowenterprises.com>; Marlene Walsh <marlenehwalsh@gmail.com>; Matthew Ferris <mferris@lsac.ca>; Dwight Moskalyk <ddm@kronprinzconsulting.ca>; Village of Alberta Beach <aboffice@albertabeach.com>

I find it more than disappointing that I must request this meeting.

But I believe it is time to chat in person.

I believe when the Bullshit starts to spread let's put the bull in the pen maybe even load it on a truck.

You say you value your partnership with LSAC? I disagree! Your communications say it but your actions prove otherwise.

We will be hosting a meeting on March 22nd at 10:00 am to deal with the bull.

Whoever can attend please do if you as the mayor cannot send one delegate

And your admin is welcome.

Regards

Joe

Sent from my iPhone

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7.e



Summer Village of South View

SUBDIVISION AND DEVELOPMENT APPEAL BOARD
Box 1075, Onoway, AB T0E 1V0

February 27, 2024

Our File: 24SDAB001

Mr. Tony Sonnleitner
Development Officer – Summer Village of West Cove
Box 2945
Stony Plain, Alberta T7Z 1Y4

**RE: NOTICE OF SUBDIVISION & DEVELOPMENT APPEAL BOARD HEARING
DEVELOPMENT PERMIT NO. 18-01SV
WITH RESPECT TO DEVELOPMENT ON LANDS DESCRIBED AS
PLAN 1720210, BLOCK 1, LOT 12A : 42 HILLSIDE STREET, SUMMER VILLAGE OF SOUTH VIEW, AB (THE "LANDS")**

This is your notice of a Subdivision and Development Appeal Board hearing with respect to development upon lands within the Summer Village of South View. An appeal has been brought forth on Development Permit No. 18-01SV issued on March 18, 2018 by the Development Authority for the Summer Village of South View for the completion of the exterior of an existing building. The Subdivision and Development Appeal Board has scheduled a Hearing as follows:

Date: Thursday, March 14, 2024
Time: 6:30 P.M.
Place: Village of Spring Lake Office
990 Bauer Avenue
Spring Lake, AB T7Z 2S9

This hearing is being held for the purpose of determining the basis of the appeal, as well as the reasons for the decision given by the Development Authority. You are, therefore, requested to attend this Hearing.

If you should have any written submissions to be presented at the hearing, please submit them to the Clerk of the Subdivision and Development Appeal Board by email or by mail to be received no later than Monday, March 11 at 4:00pm.

Mail: Milestone Municipal Services Inc., Attn. Emily House, Box 1075, Onoway, AB T0E 1V0
Courier: 990 Bauer Avenue, Spring Lake, AB T7Z 2S9
Email: emily@milestonemunicipalservices.ca

Any written materials submitted to the Subdivision and Development Appeal Board will become part of the agenda package and will be available to the public.

If you should have any questions, please feel free to contact me.

Sincerely,

Emily House
Subdivision and Development Appeal Board Clerk
emily@milestonemunicipalservices.ca
Phone: (780) 914-0997

:ejh

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James Woslyng
[REDACTED]

February 16, 2024

Secretary of the Subdivision and Development Appeal Board
c/o Summer Village of South View
Box 8
Alberta Beach, AB T0E 0A0

Dear Sirs/Madam:

I am writing this letter to ask that the subdivision and appeal board to review the documents sent to me, dated March 13, 2018, by the development authority of the Summer Village of South View, claiming to be a development permit stating "Your Application For: Completion of an existing building. This was confirmed in the April 11, 2018, Summer Village of South View council meeting (See attached page 4 of the minutes).

Later, I received a falsified supposed development permit with the same date (March 13, 2018 and the same file number 18-01 SV. This one was Your Application for: Completion of the exterior of existing unfinished buildings. I have never made a development permit application for the Completion of the exterior of existing unfinished buildings. None of the supposed development permits had any appeal information in them.

An Order to Remedy Contravention was sent to me dated September 4, 2019. It had no information in it on how to appeal to the development appeal board and according to our Land Use bylaws, it MUST. My question to the board is whether these are valid development permits and a valid contravention order.

Please feel free to contact me at [REDACTED]

Sincerely,

James Woslyng



Encl.

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Box 8, Alberta Beach, Alberta T0E 0A0
Phone: 587-873-5765 Fax: 780-967-0431
Email: administration@wildwillowenterprises.com

Application for Development Appeal

James Woslyny
NAME OF APPELLANT:

[REDACTED]

ADDRESS

[REDACTED]

CITY

POSTAL CODE

[REDACTED]

AREA CODE & PHONE NUMBER

[REDACTED]

E-MAIL ADDRESS

NAME OF LANDOWNER OR AGENT:

ADDRESS

CITY

POSTAL CODE

AREA CODE & PHONE NUMBER

E-MAIL ADDRESS

LAND INFORMATION:

Lot: 12A

Block: 1

Plan: 1720210

Municipal Address: 42 Hillside Street.

Development Permit Number: 18-015U

Reason for the appeal including the issues in the decision (approval or refusal) or the conditions imposed on the approval that is subject of the appeal:

Review Supposed Development Permits Missing Information, no Date of Decision, no in effect Date. no Appeal Information, Contravention Order had no Appeal Information to the Development Appeal Board on it as required by the ~~low~~ land use bylaw.

Signature of the Appellant: _____

Date: _____

The personal information is being collected in accordance with section 33(e) of the Freedom of Information and Protection of Privacy (FOIP) Act. It will be used to process your request for a hearing and to assist in the administration of a development appeal hearing before the Subdivision and Development Appeal Board. This information will form part of a file that is publicly available on request. IF you have any questions about the collection, use or disclosure of this personal information, please contact the Summer Village of South View at 587-873-5765.

IMPORTANT INFORMATION:

This form and any supporting documentation must be forwarded to:
Secretary of the Subdivision and Development Appeal Board
c/o of Summer Village of South View
Box 8
Alberta Beach, Alberta T0E 0A0

Your appeal must be filed within fourteen (14) days of the receipt of the written notice of decision of the Development Authority or deemed refusal date (NOTE: the date of the receipt of the written decision is deemed to be five (5) days from the date the decision is mailed), along with an application fee in the amount of \$200.

If you provide a written submission, the information you provide may be made public, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

This is Exhibit "X" referred to in the Affidavit of

James Woslyng
Sworn before me this 16 day
of November A.D. 2018

A Notary Public/A Commissioner for Oaths
in and for the Province of Alberta



Box 8, Alberta Beach, Alberta T0E 0A0
Phone: 587-873-5765 Fax: 780-967-0431
Email: administration@wildwillowenterprises.com

March 13, 2018

File # 18-01 SV

Mr. James Woslyng
[REDACTED]

Dear Mr. Woslyng

YOUR APPLICATION FOR: Completion of an existing building at Plan 1/2 0210, Block 1, Lot 12A Municipal Address 42 Hillside Street was considered by the Development Officer and approved subject to the following conditions:

General Conditions for All Development Permits

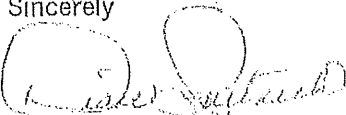
1. Failure to conform to the conditions of a development permit will render the permit null and void.
2. Prior to construction or commencement of any development, the Owner/Applicant or contractor is responsible to obtain building, electric, plumbing, sewage, and gas permits, if required. Permits must be obtained from Parkland County. The Applicant is required to consult with the permit issuer to ensure that there are no conflicts between homeowner/contractor permits and the person(s) responsible for performing the actual work. PLEASE CONTACT VICKY AT PARKLAND COUNTY, 780 968-8443 EXT 8378 AS A NEW BUILDING PERMIT MUST BE OBTAINED.
3. The Applicant shall be responsible for obtaining and complying with any required permits from federal, provincial, or other regulatory bodies. The Applicant shall also be responsible for complying with the condition of any easement, covenant, building scheme, or development agreement affecting the site.
4. The development that is the subject of the permit, must have the exterior completed within twelve (12) months of the issue date of this permit. NO FURTHER EXTENSIONS WILL BE GRANTED ON THIS PERMIT ISSUED BY THE DEVELOPMENT AUTHORITY OF SUMMER VILLAGE OF SOUTH VIEW.
5. All development shall be landscaped and graded in a manner that all surface run-off is either contained on-site, directed into an existing water

body (i.e. a lake or stream) or public drainage system (i.e. a municipal ditch).

6. The Applicant shall remove all garbage and waste at his/her own expense and keep the site in a neat and orderly manner.
7. Any field work or construction undertaken prior to the effective date of the development permit is at the risk of the Owner(s)/Applicant(s).
8. The Applicant must obtain Summer Village approval for all approaches required for the proposed development.
9. Any changes, amendments, or additions to this development permit shall require a new development permit application, including but not limited to an expansion or intensification of the use.
10. The proposed development shall be sited and conform to all building setbacks as shown on the submitted drawing, shall not be moved or enlarged except where authorized and conform to all building setbacks as required as per the Land Use Bylaw #179.
11. Any and all arrears that may be owed by the Applicant to the Summer Village are to be paid in full.

Please don't hesitate to contact me if you have any questions or concerns regarding the development permit and conditions.

Sincerely



Diane Burtnick
Development Officer
SV South View

Cc: Administration SV South View
Wendy Wildman, CAO, SV South View
Dan Kanuka, Assessor

SUMMER VILLAGE OF SOUTH VIEW
REGULAR COUNCIL MEETING MINUTES
WEDNESDAY, APRIL 11, 2018
TOWN OF ONOWAY COUNCIL CHAMBERS

8.	COUNCIL REPORTS 63-18	<p>MOVED by Deputy Mayor Johnson that Council accept for information the verbal Council reports as presented.</p> <p style="text-align: right;">CARRIED</p>
9.	CAO REPORT 64-18	<p>MOVED by Deputy Mayor Johnson that Council accept for information the verbal Chief Administrative Officer report as presented.</p> <p style="text-align: right;">CARRIED</p>
10.	INFORMATION AND CORRESPONDENCE 65-18	<p>MOVED by Deputy Mayor Johnson that the following information and correspondence be accepted:</p> <ul style="list-style-type: none"> a) Community Peace Officer Report for February 2018 b) MSI Capital Funds – a March 16th, 2018 email from the Minister of Municipal Affairs is attached which speaks about additional MSI C funding in 2018 – for Silver Sands this equates to \$14,405.00. But as Heather points out let's be cautious with this as the last time the Provincial Government came out with a similar announcement they simply discontinued a different grant program and funneled it into this program. I understand the talk at the AAMDC Convention was that this additional funding is just coming out of our 2019 allocation. c) MSI Additional Funding Allocation 2018 – please refer to Heather's March 17th, 2018 email and allocation report – South View is to receive an additional \$14,405.00 in MSI Capital funds. And you will see from Heather's further report the comparison of 2017 to 2018 total allocation. d) Application for completion of an existing building at Plan 172 0210, Block 1, Lot 12A Municipal Address 42 Hillside Street was considered by the Development Officer and approved subject to attached conditions. e) Alberta Environment and Parks – March 7th, 2018 letter to ASVA President Peter Pellat on unmanaged use of piers and boat hoists along shorelines f) Legalization of Cannabis Regulation – attached is a March 18th, 2018 email from ASVA Executive Director Bev Smith on the February 16th, 2018 Alberta Governments Public Safety Focus on Legal Cannabis Regulations publication g) Town of Peace River – March 17th, 2018 email on Alberta Health Services Air Ambulance RFP Concerns h) Government of Alberta – Drought Code Projections for April 2018

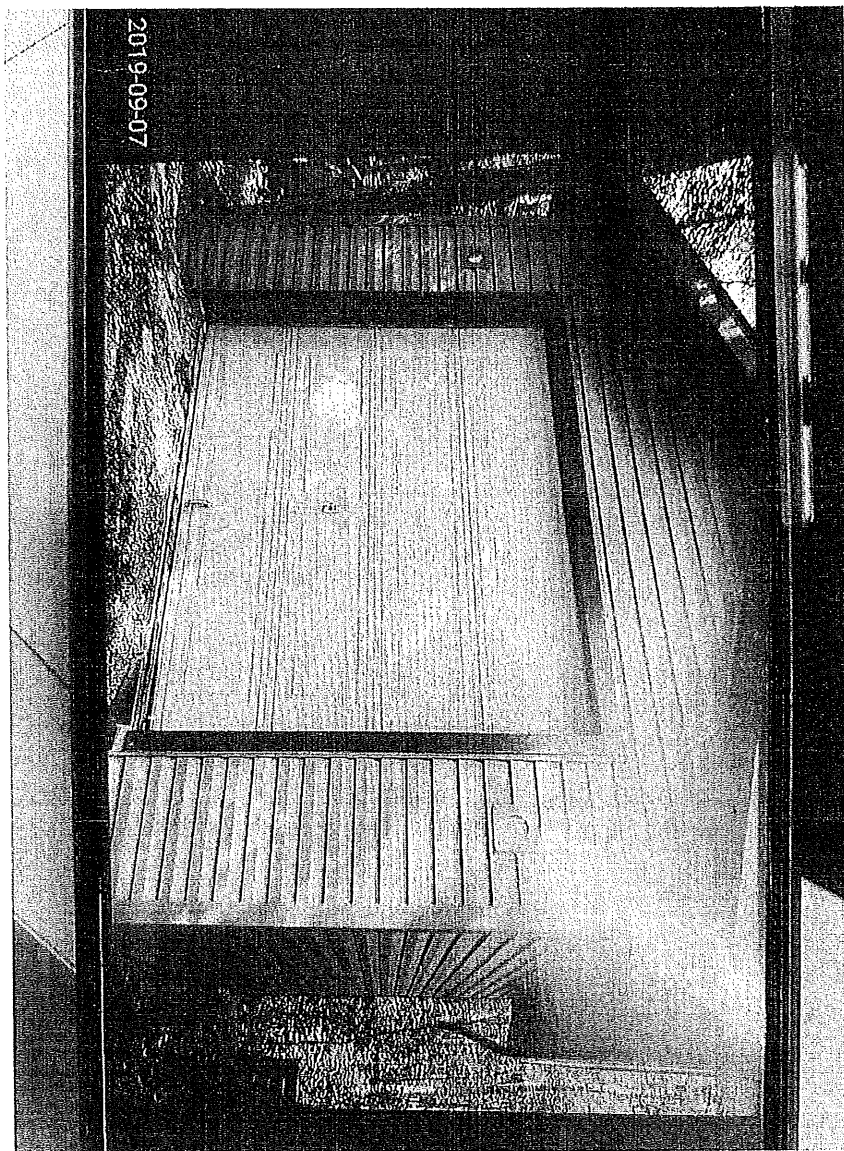
49

This is Exhibit " Y " referred to in the Affidavit of

James Wosylun

Sworn before me this 16 day of November A.D. 2002

A Notary Public & Commissioner of the Peace in and for the Province of Alberta
Dwight J. Regan
Barrister & Solicitor



This is Exhibit "AA" referred to in the Affidavit of

James Woslyng
Sworn before me this 16 day of NOVEMBER A.D. 2018

A Notary Public / Commissioner for Oaths
in and for the Province of Alberta
Aizlynn J. Regan
Barrister & Solicitor



Box 8, Alberta Beach, Alberta T0E 0A0
Phone: 587-873-5765 Fax: 780-967-0431
Email: administration@wildwillowenterprises.com

March 13, 2018

File # 18-01 SV

Mr. James Woslyng



Falsified Copy

Dear Mr. Woslyng

YOUR APPLICATION FOR: Completion of the exterior of existing unfinished buildings at Plan 172 0210, Block 1, Lot 12A Municipal Address 42 Hillside Street was considered by the Development Officer and approved subject to the following conditions:

General Conditions for All Development Permits

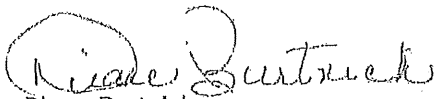
1. Failure to conform to the conditions of a development permit will render the permit null and void.
2. Prior to construction or commencement of any development, the Owner/Applicant or contractor is responsible to obtain building, electric, plumbing, sewage, and gas permits, if required. Permits must be obtained from Parkland County. The Applicant is required to consult with the permit issuer to ensure that there are no conflicts between homeowner/contractor permits and the person(s) responsible for performing the actual work. PLEASE CONTACT VICKY AT PARKLAND COUNTY, 780 968-8443 EXT 8378 AS A NEW BUILDING PERMIT MUST BE OBTAINED.
3. The Applicant shall be responsible for obtaining and complying with any required permits from federal, provincial, or other regulatory bodies. The Applicant shall also be responsible for complying with the condition of any easement, covenant, building scheme, or development agreement affecting the site.
4. The development that is the subject of the permit, must have the exterior completed within twelve (12) months of the issue date of this permit. NO FURTHER EXTENSIONS WILL BE GRANTED ON THIS PERMIT ISSUED BY THE DEVELOPMENT AUTHORITY OF SUMMER VILLAGE OF SOUTH VIEW.
5. All development shall be landscaped and graded in a manner that all surface run-off is either contained on-site, directed into an existing water

body (i.e. a lake or stream) or public drainage system (i.e. a municipal ditch).

6. The Applicant shall remove all garbage and waste at his/her own expense and keep the site in a neat and orderly manner.
7. Any field work or construction undertaken prior to the effective date of the development permit is at the risk of the Owner(s)/Applicant(s).
8. The Applicant must obtain Summer Village approval for all approaches required for the proposed development.
9. Any changes, amendments, or additions to this development permit shall require a new development permit application, including but not limited to an expansion or intensification of the use.
10. The proposed development shall be sited and conform to all building setbacks as shown on the submitted drawing, shall not be moved or enlarged except where authorized and conform to all building setbacks as required as per the Land Use Bylaw #179.
11. Any and all arrears that may be owed by the Applicant to the Summer Village are to be paid in full.

Please don't hesitate to contact me if you have any questions or concerns regarding the development permit and conditions.

Sincerely


Diane Burtnick
Development Officer
SV South View

Cc: Administration SV South View
Wendy Wildman, CAO, SV South View
Dan Kanuka, Assessor

This is Exhibit Z referred to in the Affidavit of
Sworn before me this 10 day
of November A.D. 2019
A Notary Public, A Commissioner for Oaths
In and for the Province of Alberta



Aizlynn J. Regan
Barrister & Solicitor

Box 8, Alberta Beach, Alberta T0E 0A0
Phone: 587-873-5765 Fax: 780-967-0431
Email: administration@wildwillowenterprises.com

September 4, 2019

Mr. James Woslyng
[REDACTED]

ORDER TO REMEDY CONTRAVENTION

Dear Sir:

RE: 42 Hillside Street
Lot 12A, block 1, Plan 172 0210
Summer Village of South View (the "Property")

As Designated Officer for the Summer Village of South View, I am hereby issuing this Order to Remedy Contraventions pursuant to s. 545 of the Municipal Government Act, R.S.A. 2000, c. M-26, as amended (the "Act") with respect to the Property.

Section 545 (1) of the Act states that:

"If a designated officer finds that a person is contravening this or any other enactment that the municipality is authorized to enforce or a bylaw, the designated officer may, by written order, require the person responsible for the contravention to remedy it if the circumstances so require."

The development on your property is in contravention of the Summer Village of South View Land Use Bylaw 179 as outlined further below.

I am aware that the exterior of your garage as well as the building considered as garage/garage suite do not have the exterior of either building completed. You are therefore in contravention of Development Permit # 18-01 SV which stated:

YOUR APPLICATION FOR: Completion of the exterior of existing unfinished buildings at Plan 172 0210, Block 1, Lot 12A Municipal Address 42 Hillside Street was considered by the Development Officer and approved subject to the following conditions:

General Conditions for All Development Permits

#4 The development that is the subject of the permit, must have the exterior completed within twelve (12) months of the issue date of this permit. No further extensions will be granted on this permit Issued by the Development Authority of Summer Village of South View.

This permit expired in March of 2019 with neither of the buildings being completed. Accordingly, you are hereby ordered to comply with the conditions set out in Development Permit #18 – 01 SV by finishing the exterior of both unfinished buildings by September 30th, 2019.

You are hereby advised that you may, by written notice, request that the Municipal Council of the Summer Village of South View review this Order within fourteen (14) days after the date the Order is received, in which case, Council may confirm, vary, substitute or cancel the Order.

You are also advised that if you do not comply with this Order, within the time specified, September 30th, 2019, the Summer Village of South View may take the action required by this Order at your expense, and add those expenses to the tax roll of the Property.

Yours truly,

Summer Village of South View

Per: Diane Burtnick, Development Officer

cc: Wendy Wildman, CAO Summer Village of South View
cc: Sandi Benford, Mayor
cc: Brian Johnson, Deputy Mayor
cc: Garth Ward, Councillor

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7.e



Summer Village of South View

SUBDIVISION AND DEVELOPMENT APPEAL BOARD
Box 1075, Onoway, AB T0E 1V0

February 27, 2024

Our File: 24SDAB002

Mr. Tony Sonnleitner
Box 2945
Stony Plain, Alberta T7Z 1Y4

**RE: NOTICE OF SUBDIVISION & DEVELOPMENT APPEAL BOARD HEARING
WITH RESPECT TO DEVELOPMENT ON LANDS DESCRIBED AS
PLAN 1720210, BLOCK 1, LOT 12A : 42 HILLSIDE STREET, SUMMER VILLAGE OF SOUTH VIEW, AB (THE "LANDS")**

This is your notice of a Subdivision and Development Appeal Board hearing with respect to development upon lands within the Summer Village of South View. An appeal has been brought forth on Development Permit not yet issued by the Development Authority for the Summer Village of South View for the installation of two 10x20 ft. metal containers. The Subdivision and Development Appeal Board has scheduled a Hearing as follows:

Date: Thursday, March 14, 2024
Time: 7:45 P.M.
Place: Village of Spring Lake Office
990 Bauer Avenue
Spring Lake, AB T7Z 2S9

This hearing is being held for the purpose of determining the basis of the appeal. You are, therefore, requested to attend this Hearing.

If you should have any written submissions to be presented at the hearing, please submit them to the Clerk of the Subdivision and Development Appeal Board by email or by mail to be received no later than Monday, March 11 at 4:00pm.

Mail: Milestone Municipal Services Inc., Attn. Emily House, Box 1075, Onoway, AB T0E 1V0
Courier: 990 Bauer Avenue, Spring Lake, AB T7Z 2S9
Email: emily@milestonemunicipalservices.ca

Any written materials submitted to the Subdivision and Development Appeal Board will become part of the agenda package and will be available to the public.

If you should have any questions, please feel free to contact me.

Sincerely,

Emily House
Subdivision and Development Appeal Board Clerk
emily@milestonemunicipalservices.ca
Phone: (780) 914-0997

:ejh

Cc W. Wildman, CAO, Summer Village of South View

55



Box 8, Alberta Beach, Alberta T0E 0A0
Phone: 587-873-5765 Fax: 780-967-0431
Email: administration@wildwillowenterprises.com

Application for Development Appeal

James Woslyng

NAME OF APPELLANT:

ADDRESS

CITY

POSTAL CODE

AREA CODE & PHONE NUMBER

E-MAIL ADDRESS

James Woslyng

NAME OF LANDOWNER OR AGENT:

ADDRESS

CITY

POSTAL CODE

AREA CODE & PHONE NUMBER

E-MAIL ADDRESS

LAND INFORMATION:

Lot: 12A

Block: 1

Plan: 1720210

Municipal Address: 42 Hillside St. Summer Village of South View

Development Permit Number: NA.

Reason for the appeal including the issues in the decision (approval or refusal) or the conditions imposed on the approval that is subject of the appeal:

Any conditions placed on my Development Permit for the Installation of two 10x20ft. metal Containers. put together. In the trees on the rear of my property. Attached are lot drawings of building location, and lot size. These will not be visible from the street. or from the neighbors' property.

56

Signature of the Appellant: _____

JWD

Date: _____

Feb 15/24

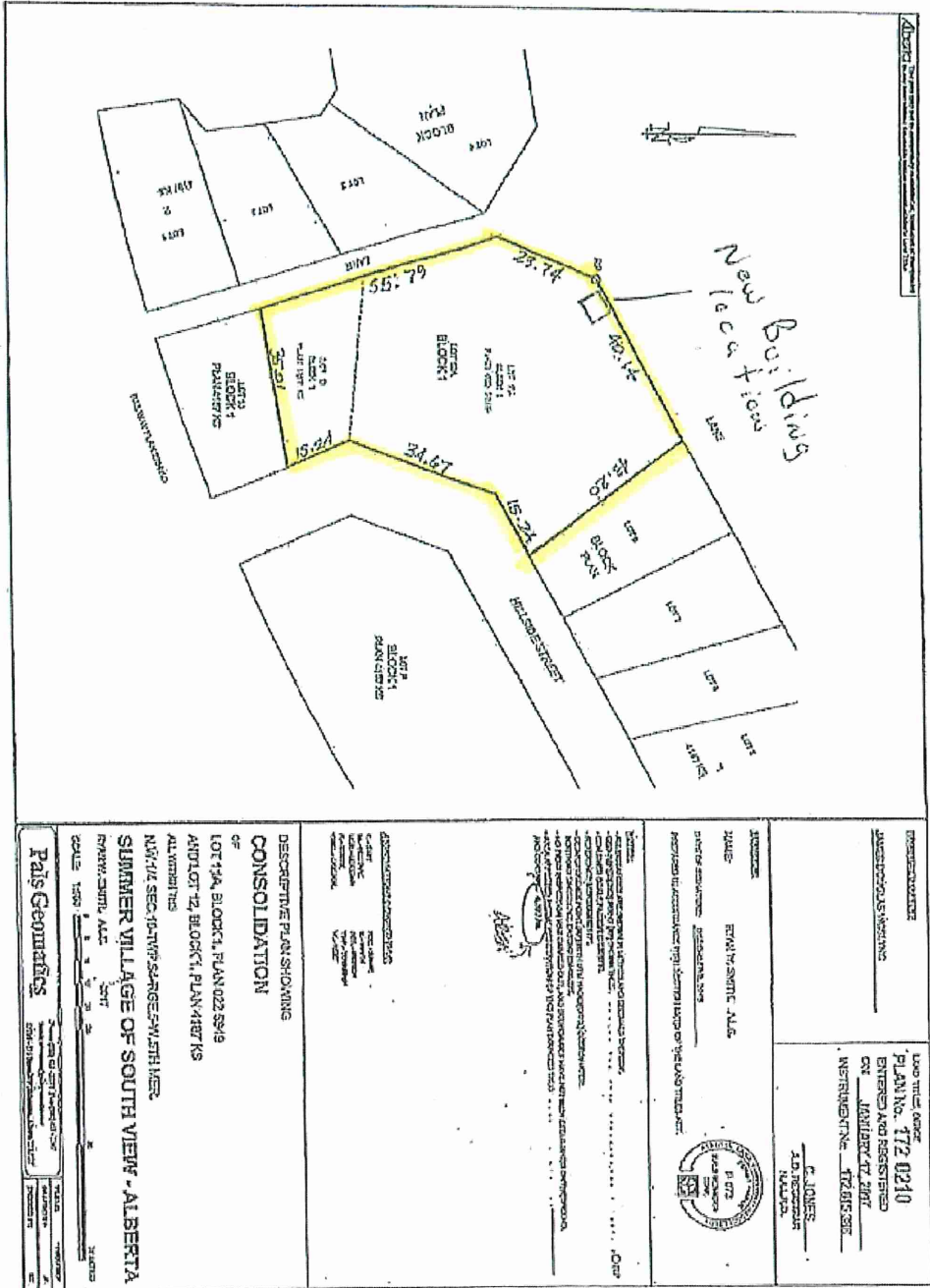
The personal information is being collected in accordance with section 33(e) of the Freedom of Information and Protection of Privacy (FOIP) Act. It will be used to process your request for a hearing and to assist in the administration of a development appeal hearing before the Subdivision and Development Appeal Board. This information will form part of a file that is publicly available on request. IF you have any questions about the collection, use or disclosure of this personal information, please contact the Summer Village of South View at 587-873-5765.

IMPORTANT INFORMATION:

This form and any supporting documentation must be forwarded to:
Secretary of the Subdivision and Development Appeal Board
c/o of Summer Village of South View
Box 8
Alberta Beach, Alberta T0E 0A0

Your appeal must be filed within fourteen (14) days of the receipt of the written notice of decision of the Development Authority or deemed refusal date (NOTE: the date of the receipt of the written decision is deemed to be five (5) days from the date the decision is mailed), along with an application fee in the amount of \$200.

If you provide a written submission, the information you provide may be made public, subject to the provisions of the Freedom of Information and Protection of Privacy Act.



THIS PLAN IS A CONSOLIDATION OF THE FOLLOWING PLANS:
 LOT 14A BLOCK 1, PLAN 022 89/9
 AND LOT 12, BLOCK 1, PLAN 487/8
 ALL VISIBLE
 WITHIN SEC. 16-T19P-SARGE-SW-11TH MER.
 SUMMER VILLAGE OF SOUTH VIEW - ALBERTA
 TOWN OF SHERWOOD, ALTA.
 SCALE: 1:500

PAIS GEOMETRY
 1122 0210
 ENTERED AND REGISTERED
 BY JAVIERRE ET 2007
 INSTRUMENT NO. T12 815 301
 C. JONES
 248
 1122 0210

THIS PLAN IS A CONSOLIDATION OF THE FOLLOWING PLANS:
 LOT 14A BLOCK 1, PLAN 022 89/9
 AND LOT 12, BLOCK 1, PLAN 487/8
 ALL VISIBLE
 WITHIN SEC. 16-T19P-SARGE-SW-11TH MER.
 SUMMER VILLAGE OF SOUTH VIEW - ALBERTA
 TOWN OF SHERWOOD, ALTA.
 SCALE: 1:500

**DESCRIPTIVE PLAN SHOWING
 CONSOLIDATION**
 OF
 LOT 14A BLOCK 1, PLAN 022 89/9
 AND LOT 12, BLOCK 1, PLAN 487/8
 ALL VISIBLE
 WITHIN SEC. 16-T19P-SARGE-SW-11TH MER.
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 SUMMER VILLAGE OF SOUTH VIEW - ALBERTA
 TOWN OF SHERWOOD, ALTA.
 SCALE: 1:500

7.f

svsouthview@outlook.com

From: Mike Primeau <mprimeau@lsac.ca>
Sent: March 6, 2024 9:00 AM
To: Summer Village of South View; Trinity Hindes
Cc: wendy wildwillowenterprises.com
Subject: RE: Phase C Alignment

Angela,

Your elected board member asked for it. Have them review the routing and provide comments if there are any.

Regards,

Mike Primeau, MBA, CLGM
County Manager, Lac Ste. Anne County

56521 RGE RD 65 | BOX 219 | SANGUDO, ALBERTA T0E 2A0
PHONE: 780.785.3411 Ext. | TOLL-FREE: 1.866.880.5722 | CELL: 780.305.4954 FAX: 780.785.2985

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From: Summer Village of South View <svsouthview@outlook.com>
Sent: Tuesday, March 5, 2024 3:05 PM
To: Trinity Hindes <THindes@lsac.ca>
Cc: Mike Primeau <mprimeau@lsac.ca>; wendy wildwillowenterprises.com <wendy@wildwillowenterprises.com>
Subject: RE: Phase C Alignment

Hi Trinity,

Thank you for the phase C alignment. Can you please tell me, is this for information, approval, consultation? What would you like done with this?

Thank you,

Angela Duncan
Assistant CAO
Summer Village of South View
780-967-0271
<http://www.summervillageofsouthview.com/>

From: Trinity Hindes <THindes@lsac.ca>
Sent: Tuesday, March 5, 2024 10:48 AM
To: Garth Ward <garthward51@icloud.com>; Colleen Richardson <svsouthview@outlook.com>
Cc: Mike Primeau <mprimeau@lsac.ca>
Subject: Phase C Alignment

Good morning,

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Please see attached overall figure and alignment in South View.

**Thank you,
Trinity Hindes**

Property Taxation Administrator, Lac Ste. Anne County

56521 RGE RD 65 | BOX 219 | SANGUDO, ALBERTA T0E 2A0

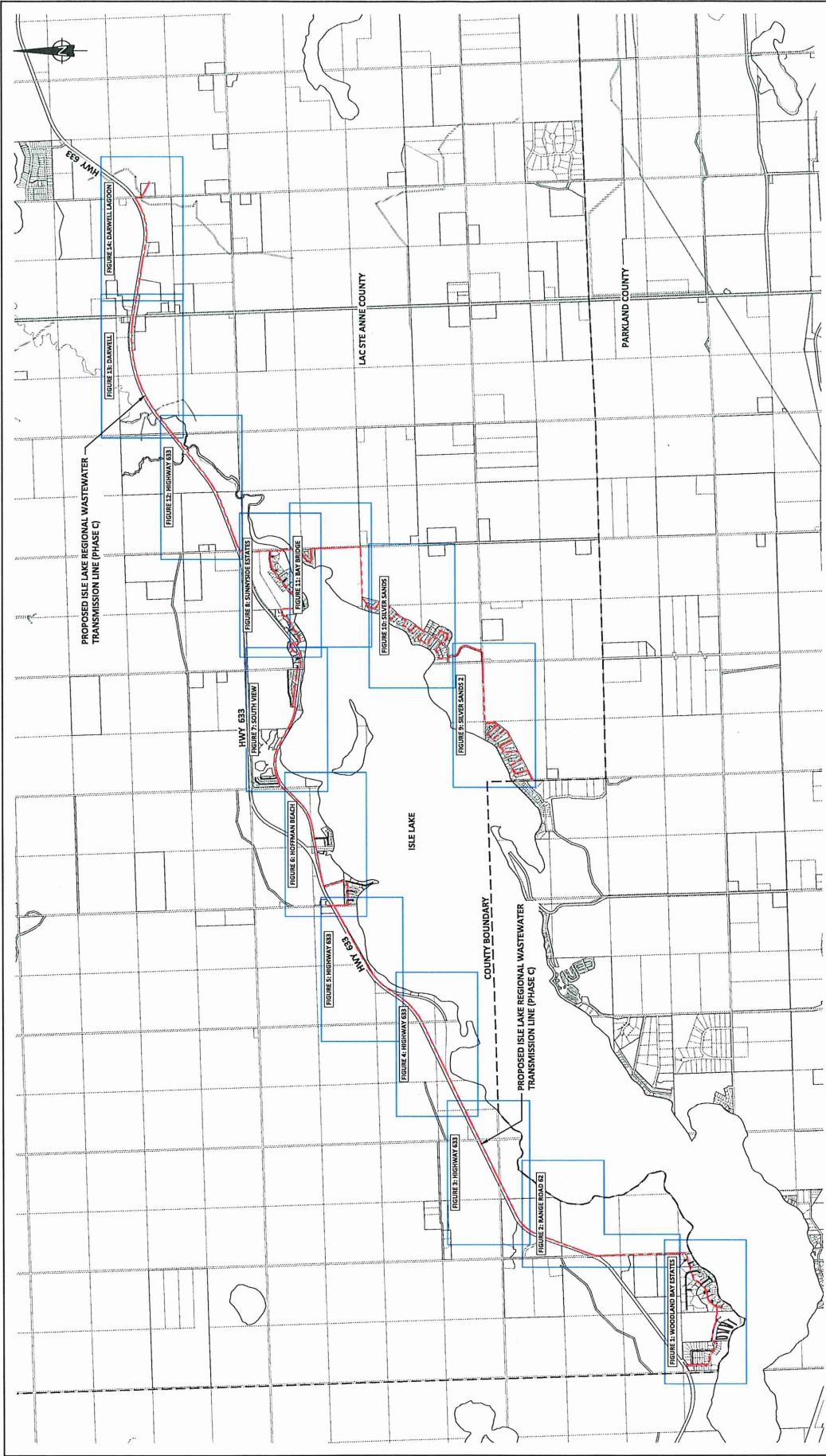
PHONE: 780.785.3411 | TOLL-FREE: 1.866.880.5722 | FAX: 780.785.2985 | sac.ca

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Did you know that the County has a new Assessment Map to facilitate the review of Assessment Information?

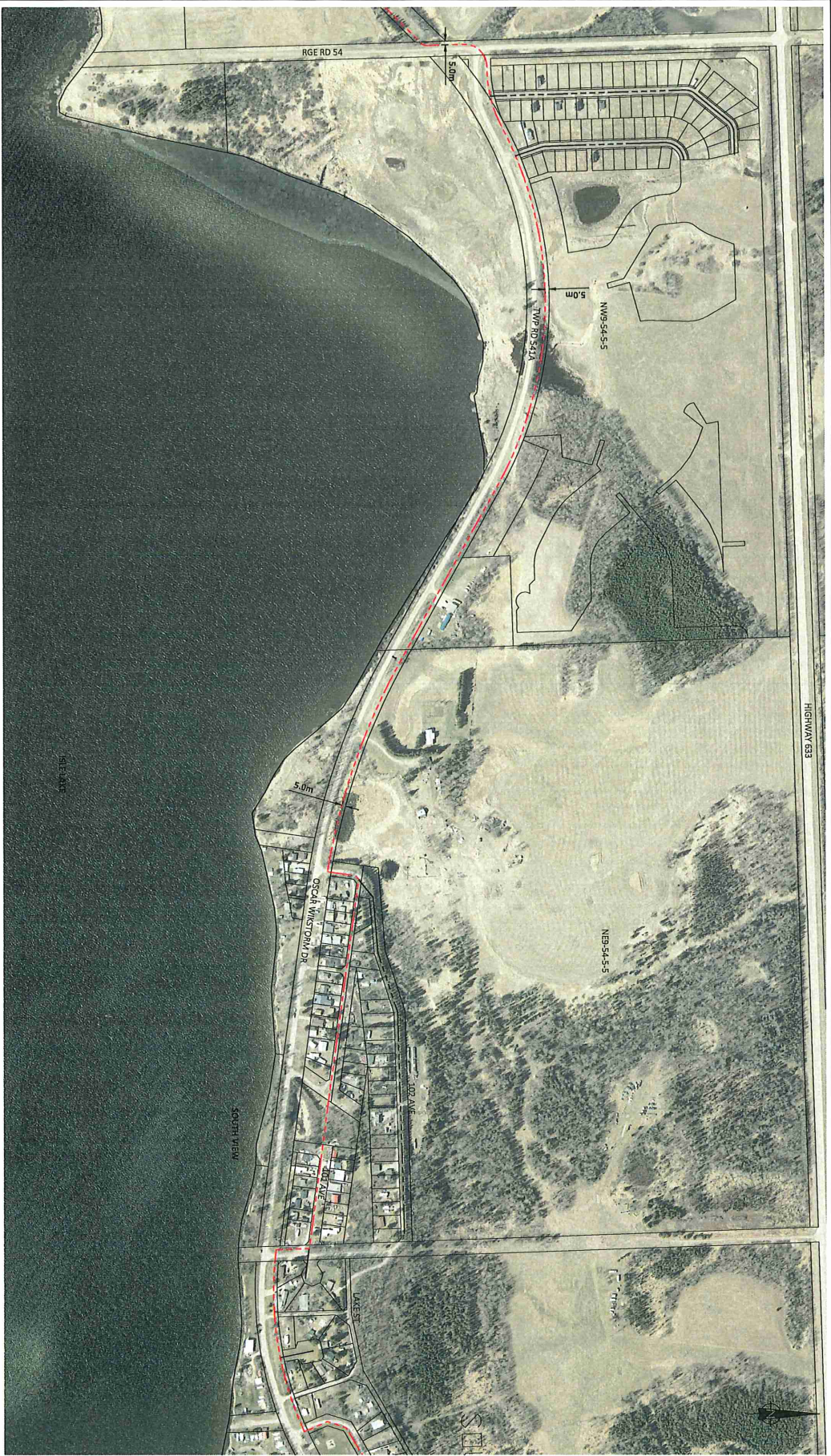
Check it out at: <https://lsacatlas.maps.arcgis.com/apps/instant/sidebar/index.html?appid=c3032adf63544073ae97b895931ec950>





DARWELL LAGOON COMMISSION
ISLE LAKE REGIONAL WASTEWATER
TRANSMISSION LINE: PHASE C
OVERALL KEY PLAN

SCALE:	DATE: JANUARY 2024	JOB: 5225-022-00	FIGURE: OVERALL
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LEGEND:
 WASTEWATER TRANSMISSION LINE
 LOCALIZED WASTEWATER COLLECTION LINE



a division of Englobe

SCALE: 1:5000 DATE: JANUARY 2024

DARWELL LAGOON COMMISSION
 ISLE LAKE REGIONAL WASTEWATER
 TRANSMISSION LINE: PHASE C
 PRELIMINARY ALIGNMENT PLAN
 SOUTH VIEW

JOB: 5225-022-00 FIGURE: 7



LEGEND:
 WASTEWATER TRANSMISSION LINE ————
 LOCALIZED WASTEWATER COLLECTION LINE ————



a division of Englobe

DARWELL LAGOON COMMISSION ISLE LAKE REGIONAL WASTEWATER TRANSMISSION LINE: PHASE C PRELIMINARY ALIGNMENT PLAN SUNNYSIDE ESTATES	
SCALE: 1:5000	DATE: JANUARY 2024
JOB: 5225-022-00	FIGURE: 8

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7.9

svsouthview@outlook.com

From: Kerry Von Hollen <Kerry.VonHollen@gov.ab.ca>
Sent: March 6, 2024 11:15 AM
Subject: TRAVIS MJ Agreement
Attachments: TMJ Municipalities Agreement.pdf

Good Day,

Your current TRAVIS MJ Agreement is almost at term. We do require a new agreement to be signed in order to continue with the participation of TRAVIS MJ. I have attached a copy of the new agreement. Please sign and return to myself, can be sent by email. If you have any questions please do not hesitate to ask.

Thank you

Kerry Von Hollen

Junior Business Analyst
Modernization & Business Intelligence
Modernization & Strategic Integration
Alberta Transportation and Economic Corridors
Government of Alberta
Kerry.vonhollen@gov.ab.ca

Tel 403-755-6175

511 Alberta - Alberta's Official Road Reports
Go to 511.alberta.ca and follow [@511Alberta](https://twitter.com/511Alberta)

A stylized, handwritten-style logo for the word "Alberta" in a cursive font.

Classification: Protected A

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Memorandum of Agreement

The Agreement is made this _____ day of _____, 2024

Between:

His Majesty the King in right of Alberta
as represented by the Minister of Transportation and Economic Corridors
(hereinafter, the “Province”)

-and-

(hereinafter, the “Municipality”)

Background

The Province has developed the Transportation Routing and Vehicle Information System Multi Jurisdiction (TRAVIS-MJ) to address industry’s need for a simplified, electronic oversize commercial vehicle permitting system. TRAVIS-MJ has the ability to accept a single electronic permit application and apply the rules and requirements of the Province and all affected municipalities to create a single permit document.

TRAVIS-MJ was designed to provide municipalities with a modern permit database tool which gives them the ability to easily approve/deny permits issued by the Province for travel on roads under their authority and to facilitate the sharing of permit revenue between the Province and the municipalities.

TRAVIS-MJ has the ability to charge permit applicants a fee set by the municipality for services provided by the municipality. This fee will be collected by the Province on behalf of each municipality and distributed to municipalities to ensure that the municipalities do not incur any cost in adopting TRAVIS-MJ. Participation in the TRAVIS-MJ initiative requires the maintenance of municipal data on the system as well as day-to-day operation to review and approve permit applications.

Therefore, in consideration of the following terms and conditions, Province and the Municipality agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

1.1 Definitions - In this Agreement, the following expressions have the following meanings:

“Agreement” means this Memorandum of Agreement;

(66)

“Fixed Municipal Fee” means the fee that the Municipality is authorized to charge permit applicants in accordance with the *Municipal Government Act* for overweight permit approvals where the Municipality has enacted a bylaw restricting overweight loads and includes the costs of services attributable to approvals for overdimension permits where required to do so pursuant to the applicable permit;

“Parties” or “Party” means the Province and the Municipality or either of the Province or the Municipality;

“Regulation” means the *Commercial Vehicle Dimension and Weight Regulation*

“Total Fee” means the total of the Fixed Administration Fee and the Variable Fee, which is payable by the Province to the Municipality in accordance with this Agreement;

“TRAVIS-MJ” means the Transportation Routing and Vehicle Information System Multi Jurisdiction; and

“Variable Fee” means a prorated fee based on the percentage of actual distance travelled by a permitted commercial vehicle on roads located within the Municipality where the Municipality has direction, control and management of that road.

1.2 Section Numbers - References in this Agreement to section numbers are to the corresponding numbered provisions of this Agreement.

1.3 Entire Agreement - This Agreement is the entire agreement between the Province and the Municipality and supersedes all previous agreements, correspondence, negotiations and understandings. There are no agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.

2.0 TERM

2.1 Initial Term – This Agreement will be in effect for a term of three (3) years, commencing on April 1, 2024 and expiring on March 31, 2027 (the “Term”), unless sooner terminated in accordance with this Agreement.

2.2 Renewal – Provided that the Municipality is not in default under this Agreement, the Municipality shall have the option exercisable on no less than six months and no more than 12 months’ written notice to the Province prior to the expiry of the Term to extend this Agreement for one additional term of three (3) years on the same terms and conditions as this Agreement except there will be no further right to extend the Term.

3.0 THE MUNICIPALITY'S RESPONSIBILITIES

3.1 Permit Applications – The Municipality shall utilize TRAVIS-MJ for the purpose of accepting permit applications submitted by permit applicants through TRAVIS-MJ.

3.2 Permit Approvals – The Municipality shall use TRAVIS-MJ for the purpose of single trip overweight permit approvals where the Municipality has enacted a bylaw restricting overweight loads and approvals for overdimension permits where required to do so pursuant to the applicable permit.

3.3 Data – The Municipality is responsible for maintaining the business rules, road restrictions and other municipal data on TRAVIS-MJ. The Municipality shall provide timely road network data updates to the Province.

3.4 Restriction on other Fees – The Municipality shall not, either directly or through a contractor, charge permit applicants any fee, other than the Fixed Municipal Fee, for the review or approval of single trip overweight permits or overdimension permits.

3.5 Road Damage Charges – The Parties acknowledge and agree this Agreement does not prevent the Municipality from charging permit applicants for visible road or other infrastructure damage attributable to the permitted commercial vehicle.

3.6 Road Use Agreements – The Parties acknowledge and agree this Agreement does not prevent the Municipality from entering into road use agreements or from requiring bonds from permit applicants.

3.7 Use of Contractor – The Municipality may, at its discretion and sole cost, employ a contractor to perform data maintenance, permit approvals, or any other service related to TRAVIS-MJ provided that the use of a contractor by the Municipality does not relieve the Municipality of any of its responsibilities under this Agreement.

3.8 Changes to Fees – The Municipality may change the Fixed Municipal Fee provided that the Municipality notifies the Province in writing no less than six months' prior to such change taking effect.

4.0 PROVINCE'S RESPONSIBILITIES

4.1 Operation and Maintenance – The Province will maintain and operate TRAVIS-MJ at its sole cost and expense.

4.2 Access – The Province will provide access to TRAVIS-MJ to the Municipality for the purpose of permit acceptance and approval and to update business rules, road restrictions and other municipal data on TRAVIS-MJ, provided that such access will be at no cost to the Municipality.

4.3 Training and Support – The Province shall provide the Municipality with TRAVIS-MJ training and ongoing support at no cost to the Municipality.

4.4 Fee Schedule – The Province will maintain the fee schedule for the Fixed Municipal Fee as generated by the Municipality in TRAVIS-MJ and will update that fee schedule as required at no cost to the Municipality.

5.0 COLLECTION AND PAYMENT OF FEES

5.1 Fixed Municipal Fee – The Municipality may specify a Fixed Municipal Fee by notice in writing to the Province. The Province shall collect the Fixed Municipal Fee from permit applicants on behalf of the Municipality, using TRAVIS-MJ. The Municipality hereby designates the Province as its agent for this purpose.

5.2 Variable Fee – The Province will compute the Variable Fee using TRAVIS-MJ or, in the event TRAVIS-MJ is temporarily unavailable, such alternate comparable mechanisms that may be required. The Province shall collect the Variable Fee from permit applicants using the TRAVIS-MJ system.

5.3 Payment of Fees to Municipality – The Province shall remit the Total Fee collected to the Municipality within 30 days following the end of every quarter of each year during the Term, with the first quarter being from April to June. The Province shall provide a report detailing the Total Fee calculations and the permits to which the fees were applied within 60 days following March 31 of each year during the Term.

The Municipality acknowledges that where the Total Fee collected by the Province in a quarter totals less than \$25.00, the Total Fee will not be remitted to the Municipality at the end of that quarter, but will be carried over to the following quarter and added to the Total Fee collected in the following quarter. The Province will continue to carry over the Total Fee to each successive quarter until the Total Fee reaches at least \$25.00, or until March 31, at which time the Total Fee will be remitted to the Municipality regardless of the Total Fee collected.

5.4 Applicant Cooperation - The Municipality agrees to cooperate with the Province in the completion of any audit, evaluation or inspection of the Total Fee.

5.5 GST - The Municipality acknowledges that Goods and Services Tax (“GST”) must be remitted to the Receiver General of Canada on account of the Fixed Municipal Fee. The Province, acting as agent pursuant to Section 5.1, shall collect GST from permit applicants as agent for the Municipality and pay the same to the Municipality for purposes of remitting to the Receiver General of Canada. The Municipality shall indemnify and hold harmless the Province for any GST, interest, penalties or any related losses, costs or damages in respect of the Province acting as agent for the Municipality in the collection of the Fixed Municipal Fee from permit applicants.

6.0 FEES DISPUTE

6.1 Dispute Notification – The Municipality will have 180 days following receipt of the report provided by the Province under Section 5.3 to notify the Province of any disputes concerning the Total Fee provided to the Municipality. Any such dispute concerning the Total Fee will be addressed through the dispute resolution process described in Article 11.

7.0 COMMUNICATION

7.1 Announcements – The Municipality shall not make any public announcement or issue any press release regarding the entering into of this Agreement or the payment of the Total Fee except in consultation with Province and with the approval of the Province as to the content of the announcement or press release, which approval shall not be unreasonably withheld.

7.2 Disclosure – The Municipality acknowledges and agrees that the Province may disclose this Agreement and its contents by any means chosen by the Province including without limitation tabling it before the Legislature.

7.3 Freedom of Information and Protection of Privacy Act – The Municipality acknowledges that information and records maintained by the Province relating to this Agreement may be subject to the *Freedom of Information and Protection of Privacy Act* (Alberta).

7.4 Use of Information – The Municipality shall use all information provided pursuant to this Agreement solely for Municipal permit purposes and only with respect to municipal roads located within the Municipality where the Municipality has direction, control and management of that road. The Municipality acknowledges that any use of the information for any purpose other than that set out in this Agreement is prohibited.

7.5 Information Security – The Municipality shall ensure that such reasonable security measures are in place as are necessary or advisable to ensure the information is kept secure and confidential and is not accessible to any person other than designated staff.

7.6 Third Party Requests – The Municipality shall promptly notify the Province when it receives any third party subpoena, order or other request for the Information.

7.7 Notification – The Municipality shall immediately notify the Province of any actual or potential loss, unauthorized disclosure, access or use of the Information, or any other breach or potential breach of any term or condition contained in this Agreement.

8.0 TERMINATION

8.1 Termination – This Agreement may be terminated as follows:

(a) by either Party on not less than six (6) months' prior written notice to the other Party; or

(b) forthwith by the Province if the Municipality fails to cure a default under this Agreement within the time period set out in the notice from the Province of the Municipality's default, which time period shall account for the Municipality's ability to cure the default taking commercially reasonable action.

8.2 Effect of Termination – In the event this Agreement is terminated under Section 8.1, the Province will pay the outstanding amount of the Total Fee owing to the Municipality as of the effective date of the termination. The Province shall provide a final report detailing the Total Fee calculations and the permits to which the fees were applied within 60 days following final payment of the outstanding Total Fee. The obligations set out in this Section 8.2 shall survive this Agreement.

9.0 NOTICE

9.1 Notices - Any notice, consent or other communication under this Agreement must be in writing and is effective when delivered by any means, including fax transmission, to the following respective addresses:

(a) if to the Province:

Andrew Pillman
Executive Director, Carrier & Vehicle Safety
Transportation and Economic Corridors
Room 401, 4920 51st Street
Red Deer, Alberta
T4N 6K8

(b) if to the Municipality:

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

10.0 INDEMNITY AND LIABILITY

10.1 Municipal Indemnity – The Municipality shall indemnify and hold harmless the Province, its employees and agents from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Municipality is legally responsible, including those arising out of negligence or wilful acts by the Municipality, or the Municipality's employees or agents.

10.2 Provincial Indemnity – The Province shall indemnify and hold harmless the Municipality, its employees and agents from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Province is legally responsible, including those arising out of negligence or wilful acts by the Province, or the Province's employees or agents.

10.3 Survival – The indemnities provided by the Parties in Section 10.1 and Section 10.2 shall survive this Agreement.

10.4 Errors and Omission – The Municipality acknowledges and agrees that the Province is not liable for any errors or omissions in the TRAVIS data.

10.5 Damage – The Municipality acknowledges and agrees that the Province is not liable for damage to any municipal infrastructure or any other damage caused by commercial vehicles permitted in TRAVIS.

11.0 DISPUTE RESOLUTION

11.1 Consultation - The Parties shall consult each other should there be any disputes arising from the interpretation or implementation of this Agreement, and shall, in good faith, make all reasonable efforts to resolve the matter.

11.2 Reference to Senior Officials – If negotiations fail to resolve the dispute within a reasonable timeframe, the dispute will be referred for a decision to senior officials designated by each Party whose decision will be considered to be final.

12.0 GENERAL

12.1 Amendment and Waiver - No amendment of this Agreement is effective unless made in writing and signed by a duly authorized representative of each of the Province and the Municipality. No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by either of the parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.

12.2 Additional Assurances - The Parties agree to from time to time do all such acts and provide such further assurances and instruments as may reasonably be required in order to carry out the provisions of this Agreement according to their spirit and intent; but this section shall not in any event be construed as obligating the Province to amend or enact any statute or regulation.

12.3 Assignment - The Municipality may not assign this Agreement or any right or benefit under it.

12.4 Alberta Law applies - This Agreement shall be construed, interpreted and applied in accordance with the laws and in the courts of the Province of Alberta.

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

His Majesty the King in right of Alberta
as represented by the Minister of
Transportation and Economic Corridors

Per:

Date

Per:

Date