SUMMER VILLAGE OF SUNRISE BEACH **AGENDA**

Tuesday, May 26, 2020 - Teleconference 6:30 p.m.

As per bylaw #155-2019 there will be no audio/video recordings of Council or Council

		Committee Meetings
1.	Call to order	
2.	<u>Agenda</u> a)	Tuesday, May 26, 2020 Regular Council Meeting (additions & deletions)
3.	Minutes: - a) 5-(, b)	Tuesday, April 28, 2020 Regular Council Meeting Friday May 8, 2020 Council Meeting
4.	<u>Appointments</u>	6:35 p.m. Sharon McCormack — E-mail is attached with concerns over roads, unsightlies and speed limits.
5.	<u>Bylaws</u> 8-10	Bylaw #165 – 2020 a bylaw to be known as the Fees & Charges Bylaw this bylaw needed to be updated with new fees for development permits, plan cancellations and subdivision fees, dog licenses and snow removal (give all 4 readings to the bylaw as presented or with amendments, or some other direction as given by Council at meeting time)
6.	<u>Business</u> a)	Road Quotes: Three road construction companies met with Council to discuss road projects on Shedden and Victory. As all three quotes were not in at the time of printing the agenda

- all three quotes were not in at the time of printing the agenda the quotes will be available to you at the Council Meeting. (Discussion at meeting time).
- b) At the April 28, 2020 meeting, Council approved the All-Net Connect Subscription Project, **Dwight** Moskalyk. Administration for Summer Village of Lac Ste Anne County 11-19 East - email dated May 13, 2020. The Terms of the agreement for providing the All-Net Connect and Hosting Service is attached for review, including some service terms and cost detail. The total for Sunrise Beach portion will be \$750.00 plus GST. (Move to approve subscription and authorize payment of \$750.00 plus for the 2020-2021 term).
 - c) Kyle Nelson DEM email dated May 9, 2020 Kyle has been offered a position on Vancouver Island and has submitted his resignation letter as Director of Emergency Management. He will continue as long as he is available. 20 (Accept Kyle's resignation).

SUMMER VILLAGE OF SUNRISE BEACH **AGENDA**

Tuesday, May 26, 2020 - Teleconference 6:30 p.m.

As per bylaw #155-2019 there will be no audio/video recordings of Council or Council **Committee Meetings**

> Jason Madge has agreed to take on this roll, further information will be available at meeting time. (Approve Jason Madge to be the Director of Emergency Management or some other direction as given by council).

- d)
- e)
- f)
- 7. Financials
- a) Income & Expense Statement – April
- 8. Councillors' Reports
 - Mayor Usselman a)
 - b) **Deputy Mayor Tremblay**
 - Councillor Beck c)
- 9. Administration Reports
 - a) Taxes were mailed out May 15, 2020
 - b) All Net on sign board?
 - c) Unsightlies
- 10. Information and Correspondence:
- 21-23 a. Municipal Governance Frequently Asked Questions Dated May 15, 2020

аЧ b. Government of Alberta FCSS direct deposit of \$439.00 for May 2020

c. Alberta Municipal Affairs, Kaycee Madu Minister of Municipal Affairs announcement of MSI funding for total of \$85,777 which includes \$73,277 MSI capital and and \$12,500 in Basic Municipal Transportation Grant. MSI operating allocation is \$8,518.

d.

- 11. Open Floor Discussion with Gallery – Total time provision of 15 minutes
- 12. Closed Meeting: (if required)
- 13. Adjournment
- SVLACE June 20, 2020
- Council Meeting June 23, 2020 Regular Council Meeting 6:30 p.m.
- Council Meeting July 28, 2020 Regular Council Meeting 6:30 p.m.
- Council Meeting August 25, 2020 Organizational & Regular Council Meeting 6:30 p.

	PRESENT	 Mayor Glen Usselman – Via Teleconference Deputy Mayor Jackie Tremblay – Via Teleconference Councillor Vera Beck – Via Teleconference Chief Administrative Officer Wendy Wildman – Via Teleconference Administrative Assistant Susan Dales - Via Teleconference 6:40 p.m. Appointment - Via Teleconference - Garrett Phillips requested an appointment to discuss with Council the drainage on his two properties regarding the easement. Public Works: 0 Public at Large: 4 Via Teleconference
1.	CALL TO ORDER	Mayor Usselman called the meeting to order at 6:30 p.m.
2.	AGENDA Motion #60 - 20	MOVED by Councillor Beck that the April 28, 2020 agenda be approved with the following additions under business: 6. i) garbage every two weeks j) Anderson Lake and Dechaine Lake k) road repairs CARRIED
3.	MINUTES Motion #61 - 20	MOVED by Deputy Mayor Tremblay that the minutes of the March 24, 2020 Regular Meeting be approved as presented. CARRIED
4.	APPOINTMENTS Motion #62 – 20	Garrett Phillips joined the meeting 6:40 p.m. by teleconference. MOVED by Councillor Beck that an onsight meeting with Garrett Phillips of 6209 Shedden Drive take place on Thursday April 30, 2020 to discuss water drainage concerns. CARRIED Garrett Phillips left the meeting 6:55 p.m
	DVI ANNO	
5.	BYLAWS	n/a
6.	BUSINESS Motion #63 – 20	MOVED by Mayor Usselman that Council approve the 2020 Draft Operating and Capital Budget as presented with a 2.5 % increase in municipal tax dollars collected, and the minimum municipal tax be set at \$920.00 for all properties. CARRIED

Motion #64 – 20	MOVED by Mayor Usselman that due to the COVID19 pandemic, the tax
Widtion #04 – 20	penalty structure be amended for the 2020 year as follows: 1% on August 1st, 1% on September 1, 3% on October 1st, 3% on November 1st, 3% on December 1st, and 10 % on January 1st, (as opposed to the current 3% from August 1 through to December 1 and an 18% penalty on January 1st). CARRIED
Motion #65 — 20	MOVED by Mayor Usselman that in recognition of the extreme circumstances resulting from the COVID-19 pandemic and potential resulting hardships faced by non-residential entities, and as mandated by the Province of Alberta, Council approve for the 2020 taxation year only, a 6-month deferral plan for the payment of the non-residential school tax to September 30 th , 2020 with a 10% penalty being applied to unpaid non-residential school tax on October 1 st , 2020.
	CARRIED
Motion #66 – 20	MOVED by Mayor Usselman that the request by the Beautification Committee to repair the planter be tabled to the next meeting in order to get quotes.
	CARRIED
 Motion #67 – 20	MOVED by Mayor Usselman that the AFRRCS third party agreement be
Wotton no. 20	accepted as information as we await further information from the Business Relationship Coordinator for AFRRCS.
	CARRIED
Motion #68 – 20	MOVED by Deputy Mayor Tremblay that the Summer Village of Sunrise Beach participate in the All-Net Connect Proposal with the 2020 costs coming from unrestricted surplus or reserve funds up to \$1,000.
	CARRIED
Motion #69– 20	MOVED by Mayor Usselman that the agreement between the Standstone Vacuum Service and the Summer Village of Sunrise Beach be approved and ratify execution.
	CARRIED
Motion #70 – 20	MOVED by Deputy Mayor Tremblay that the agreement between the Town of Onoway and the Summer Village of Sunrise Beach granting Standstone Vacuum Service the sole hauler of effluent from the Summer Village to the Onoway Lagoon be approved and ratify execution.
	CARRIED
Motion #71 – 20	MOVED by Deputy Mayor Tremblay that the fee for Land Title notification for properties that are two years in arrears be set at \$60.00 per property. CARRIED

	Motion #72 – 20	MOVED by Deputy Mayor Tremblay that Council approve in principal the sewer line proposal between Lac Ste. Anne County, the Summer Village of Sandy Beach and the Summer Village of Sunrise Beach, for a wastewater line that will run from Sandy Beach to the Onoway Lagoon with Lac Ste Anne County being responsible for 51% and 49% from the two Summer Villages (19% Sunrise Beach & 30% Sandy Beach), estimated \$156,000.00 will be Sunrise Beach share of construction and that the annual operation & maintenance per lot will be estimated \$230.88.
	Motion #73 – 20	MOVED by Deputy Mayor Tremblay that Administration write a letter to Alexander First Nation to inform them that the Summer Village has approved in principal participation in the sewer line proposal between Lac Ste. Anne County, the Summer Village of Sandy Beach and Sunrise Beach. CARRIED
	Motion #74 – 20	MOVED by Mayor Usselman that the Summer Village of Sunrise Beach participate in the Summer Village of Lac Ste East initiative for the Covid – 19 regional relief fund by contributing \$1,000 with cost coming from FCSS funds if eligible, and if not from either unrestricted surplus or reserve funds. CARRIED
	Motion #75 – 20	MOVED by Mayor Usselman that the discussion regarding garbage removal every second week in the summer be accepted as information. CARRIED
	Motion #76 – 20	MOVED by Deputy Mayor Tremblay that a letter be written in Lac Ste Anne County to inquire about the ongoing discussions to keep the water flowing from Anderson Lake and Dechaine Lake into Sandy Lake. CARRIED
war and the state of the state	Motion #77 – 20	MOVED by Deputy Mayor Tremblay that the discussion on road construction/repairs be accepted as information. CARRIED
7.	FINANCIAL	
8.	COUNCIL REPORTS	N/A
9.	ADMINISTRATION REPORTS Motion #78 – 20	MOVED by Deputy Mayor Tremblay that the verbal administration reports be accepted for information as presented. CARRIED

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10.	CORRESPONDENCE Motion #79 – 20	MOVED by Deputy Mayor Tremblay that the following correspondence be accepted for information:
		 a. Office of Lieutenant Governor of Alberta, Lois E. Mitchell, letter dated March 31, 2020 to Dan Rude Chief Executive Officer offering sincere gratitude to the dedicated municipal leader who are working hard across our provide to respond the COVID – 19 pandemic. b. Government of Alberta FCSS April 2020 Direct Deposit \$439.00 c. Non- Residential Property Tax Deferral Guidelines d. Chairman Bernie Poulin of SVLSACE, email dated April 10, 2020 announcing the confirmation of the \$200,000.00 grant was approved through Alberta Community Partnership grant program. e. Animal Control Log for March 2020. f. Lac Ste Anne Foundation 2020 Municipal Requisition of \$5,221.49 g. AUMA, Letter to Honorable Minister Kaycee Madu dated April 20, 2020 from AUMA President Barry Morishita regarding MSI funding. h. Alberta Municipal Affairs letter received April 20, 2020 from Honourable Kaycee Madu, a Ministerial Order with new deadlines regarding tax deadlines. i. Pals Geomatics, Manager Jason Workman, email dated April 13, 2020 explaining the new Alberta Environment and Parks recent Environment and Parks recent implementation for the requirement for all temporary docks.
11.	OPEN FLOOR DISCUSSION WITH GALLERY	N/A
12.	CLOSED MEETING	N/A
13.	ADJOUNRMENT	Meeting adjourned at 8:06 p.m.
		Mayor, Glen Usselman

Chief Administrative Officer, Wendy Wildman

	PRESENT	Mayor Glen Usselman – Via Teleconference Deputy Mayor Jackie Tremblay – Via Teleconference Councillor Vera Beck – Absent Chief Administrative Officer Wendy Wildman – Via Teleconference Administrative Assistant Susan Dales - Via Teleconference Public Works: 0 Public at Large: 0	
1.	CALL TO ORDER	Mayor Usselman called the meeting to order at 1:09 p.m.	
2.	AGENDA Motion #80 - 20	MOVED by Deputy Mayor Tremblay that the May 8, 2020 agenda be approved as presented CARRIED	
3.	MINUTES	N/A	
4.	APPOINTMENTS	N/A	
5.	BYLAWS	See Business items	
6.	BUSINESS Motion #81 – 20	MOVED by Mayor Usselman that Council approve the amended 2020 Draft Operating and Capital Budget as presented with a 4 % increase in municipal tax dollars collected, and the minimum municipal tax be set at \$920.00 for all properties. CARRIED	
	Motion #82 – 20	MOVED by Deputy Mayor Tremblay that Bylaw #164-2020 to authorize the several rates of taxation imposed for all purposes for the 2020 tax year be given the first reading. CARRIED	
	Motion #83 – 20	MOVED by Mayor Usselman that Bylaw #164-2020 be given second reading. CARRIED	

	Motion #84 – 20 Motion #67 – 20	MOVED by Deputy Mayor Tremblay that Bylaw #164-2020 be considered for third reading. CARRIED UNANIMOUSLY MOVED by Mayor Usselman that Bylaw #164-2020 be given third and final
	Wodon Wo	reading. CARRIED
7.	FINANCIAL	N/A
8.	COUNCIL REPORTS	N/A
9.	ADMINISTRATION REPORTS	N/A
10.	CORRESPONDENCE	N/A
11.	OPEN FLOOR DISCUSSION WITH GALLERY	N/A
12.	CLOSED MEETING	N/A
13.	ADJOUNRMENT	Meeting adjourned at 1:20 p.m.

Mayor, Glen Usselman
Officer, Wendy Wildman



----- Original Message -----

Subject: RE: Next meeting

From: "

Date: 5/12/20 7:15 pm

To: "svsunrisebeach@wildwillowenterprises.com" <svsunrisebeach@wildwillowenterprises.com>

Hello Susan,

Ah, summertime again so I would like to add:

Speed limit signs (it seems to have gone missing) and enforcement on Shedden as well as the need for SOMETHING to be done reguarding the dust from the road.

The dust and overall horrible condition of this section of Shedden is never addressed and now there are more people driving around, it is worse.

I am sure I am not the only one on this side of Victory who would like to see our road repair tax dollars to be used for our benefit also.

Thanks,

THIS IS A BYLAW OF THE SUMMER VILLAGE OF SUNRISE BEACH, IN THE PROVINCE OF ALBERTA, TO BE KNOWN AS THE SUMMER VILLAGE OF SUNRISE BEACH FEES & CHARGES BYLAW.

WHEREAS, in accordance with the *Municipal Government Act*, a municipality has the authority to establish fees and charges for the provision of goods and services;

AND WHEREAS, the Summer Village of Sunrise Beach wishes to establish, in a bylaw, certain fees and charges.

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

- 1. That this Bylaw may be cited as the "FEES and CHARGES BYLAW".
- 2. That the Summer Village of Sunrise Beach shall charge fees as established in Schedule A, 'The Fee Schedule', attached hereto.
- 3. Bylaw #72-1999 is hereby repealed.
- 4. THAT this BYLAW shall come into force and have effect on the date of the third and final reading.

Read a first time on this 28th day of May, 2020.

Read a second time on this 28th day of May, 2020.

Unanimous Consent to proceed to third reading on this 28th day of May, 2020.

Read a third and final time on this 28th day of May, 2020.

Signed this 28th day of May, 2020.

icer, Wendy Wildman



SCHEDULE 'A' – Page 1 of 2	
BYLAW #165-2020 FEES & CHARGES	
Summer Village of Sunrise Beach	
ADMINISTRATIVE FEES	
REQUEST FOR COPIES OF VILLAGE DOCUMENTS PER REQUEST	\$25
COST OF COPIES PER COPY	\$0.50
SPECIAL SERVICES RATE PER HOUR	\$75
TAX CERTIFICATE	\$25
TAX NOTIFICATION CHARGES	\$60
ONE TIME DOG LICENSE FEE PER DOG (LIMIT OF THREE)	\$25
SNOW REMOVAL PER LOT	SMALL \$200, MEDIUM \$250, LARGE \$300
APPEAL/AMENDMENT FEES	
ASSESSMENT APPEAL FEE (Refundable if applicant is successful)	\$50
DEVELOPMENT APPEAL FEE (Refundable if applicant is successful)	\$200
SUBDIVISION APPEAL FEE	\$400
LAND USE BYLAW AMENDMENT FEE	\$2,000
DEVELOPMENT FEES	
PERMIT FEES ARE DOUBLED IF CONSTRUCTION STARTS PRIOR TO	
APPROVAL OF THE DEVELOPMENT PERMIT	
DEVELOPMENT PERMITS – RESIDENTIAL PRINCIPAL BUILDING	\$300
DEVELOPMENT PERMITS – RESIDENTIAL PRINCIPAL BUILDING DISCRETIONARY	\$500
DEVELOPMENT PERMITS – RESIDENTIAL ADDITIONS TO PRINCIPAL	\$300
BUILDING - PERMITTED	\$150
DEVELOPMENT PERMITS – RESIDENTIAL ADDITIONS TO PRINCIPAL BUILDING - DISCRETIONARY	\$300
DEVELOPMENT PERMITS – SECONDERY SUITE, GARAGE & GARDEN	-
– PERMITTED	\$300
DEVELOPMENT PERMITS – SECONDERY SUITE, GARAGE & GARDEN	
– DISCRETIONARY	\$500
DEVELOPMENT PERMITS - DEMOLITION	\$ 50
DEVELOPMENT PERMITS - COMMERCIAL	\$300
DEVELOPMENT PERMITS – COMMERCIAL - DISCRETIONARY	\$500
DEVELOPMENT PERMITS – HOME OCCUPATION/HOME OFFICE	\$150
LETTER OF COMPLIANCE - STANDARD	\$ 95
LETTER OF COMPLIANCE - RUSH	\$190
PLAN CANCELLATION BYLAW (LOT CONSOLIDATION)	\$400
PLAN CANCELLATION BYLAW REGISTRATION	\$ 35

Municipal Government Act RSA 2000 Chapter M-26 Section 8 Establishing Fees

SCHEDULE 'A' – PAGE 2 OF 2	
BYLAW #165-2020 FEES &CHARGES	
SUMMER VILLAGE OF SUNRISE BEACH	
DECK,OVER-HEIGHT FENCE, RETAINING WALL, CISTERN, HOLDING TANK	\$ 50
BUILDING PERMITS	AS PER
ELECTRICAL PERMITS	SAFETY CODES
PLUMBING PERMITS	SERVICE PROVIDER
GAS & HEATING PERMITS	FEES
SUB-DIVISION FEES (SUBDIVISION AUTHORITY)	
Subdivision fees at application for up to 3 lots, including any remainder	\$700 + \$100 per lot
Subdivision fees at application for up to 4 lots, including any remainder	\$700 + \$250 per lot
Separation of Titles (MGA 652(4)	\$700
Condominium Plan Consent	\$50 per unit
Extension	\$250
Re-circulation	\$250
Fee at Endorsement ** Endorsement fees are charged at time of endorsement for all subdivisions except Separation of Titles	\$100 + (\$150per lot)
Current Land Title	\$12
SUB-DIVISION FEES (MUNICIPALITY)	
Lot Subdivision fee for lots that were previously consolidated:	
-1 st Lot	\$5,000
-each subsequent lot	\$2,500
RE-DISTRICTING/RE-ZONING FEES	
Re-districting application	\$2,000
Amend Municipal Development Plan	\$2,000
Amend Land Use Bylaw	\$2,000
Amend Provision of a Statutory Plan	\$2,000
Adoption of New Statutory Plan	\$2,000
GST will be charged where applicable	

Wendy Wildman

From:

ddm@kronprinzconsulting.ca

Sent:

May 13, 2020 4:18 PM

To:

administration@wildwillowenterprises.com;

svsunrisebeach@wildwillowenterprises.com; svwestcove@outlook.com;

office@sunsetpoint.ca; cao@svnakamun.com

Cc:

Wendy Wildman; Poulin, Bernie

Subject:

Re: All-Net Connect - Account Set-Up

Attachments:

SVLSACE to Partner SV re All-Net Terms and 2020 Invoice, May 13th, 2020.pdf

Good afternoon CAOs,

Please reference the attached letter for consideration/approval/execution by your respective Councils. I have provided a letter with some general terms (on payment and termination notice) between your partner municipality and the subscription host (SVLSACE), to which I have attached the terms that now exist between SVLSACE and the Service Provider (All-Net).

I have also attached the first invoice for the current year service if you could please address that in short order. Each of you will need to remit \$750.00 (5000+GST / 7) to SVLSACE as noted in the letter.

If you have any questions let me know,

DDM

On Tue, 12 May 2020 10:51:50 -0600 ddm@kronprinzconsulting.ca wrote: Good morning CAOs,

The All-Net Connect accounts are set-up and ready to receive registrants. I have set-up restricted user accounts for each partner (CAO) and will send out the login credentials for each by separate email later today. I will also send out the posters/web banners that have been provided so you can include those in the newsletters or on your websites.

The next step is to set up the e-registration form on your websites. This will allow people to sign themselves up (though of course a CAO can add a prospective registrant manually as well if they - for example - do not have email access). To link the e-form to your site you will need to go to the menu bar once logged in to All-Net, then open Web Tools and the link is the first thing that pops up. You will need to embed this link into a "sign-up" tab/page on your websites. It is a generic message referencing SVLSACE - so it would be a good idea to embed within a personalized descriptor message page on your websites (so that people know that their village is a member of SVLSACE and this is not some foreign system taking their information, etc.)

Feel free to login in and play around with the system. If you have any questions let me know. At some point next week we will try and schedule a training session. Are there any dates/times that work best for everyone to join in on a training session? If needed we can do multiple trainings.

Thanks,

DDM



SUMMER VILLAGES OF LAC STE. ANNE COUNTY EAST

P.O. Box 8, Alberta Beach, AB. TOE 0A0 780-967-0271 ddm@kronprinzconsulting.ca

May 13, 2020

To the Summer Villa	age	of:
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Nakamun Park

Silver Sands

South View

Sunrise Beach

Sunset Point

West Cove

Yellowstone

Dear Chief Administrative Officer,

RE: All-Net Connect Subscription and Hosting Service

The SVLSACE is happy to act as project lead and intermediary for your municipality in the referenced project. Your municipality is one of seven that has partnered on this project to-date.

Attached please find a general set of terms that SVLSACE has agreed to (signed copy available on request) and that governs access to and within the system. There is also an invoice for the 2020-2021 service term, which is as negotiated (\$5000.00 (plus GST)/year).

In addition to these general terms, please review the following with your Council and return a signed copy of this letter acknowledging your agreement:

Λςοι	partner Summer	Village	The Summer	Village of	aσ	rees	to
AS a	partifier Suffiffier	village,	me summer	village of	. ag	1662	LO.

- i. Observe generally and expressly the provisions of the All-Net Software License Agreement made May 12, 2020 between All-Net.ca Inc. and SVLSACE (attached).
- ii. Pay an equal apportionment of the total fees for the service each year, on request within 30 days of invoicing; the total due for 2020 will be \$5,250.00/7 = \$750.00, including GST (reference invoice attached).
- iii. Provide SVLSACE with one year's notice in writing if your municipality wishes to withdraw their subscription to the All-Net Connect service. The withdrawing member will be responsible for any deactivation fees associated with their change in service and will be responsible to pay for the full current service term, regardless of time of withdrawal (i.e. if you withdraw mid-year you agree to pay for that year and will be removed from the subscription at the beginning of the next term).

Signed:			_
	(Mayor)	(CAO)	
	(Date)	(Date)	

SUMMER VILLAGES OF LAC STE. ANNE COUNTY EAST

P.O. Box 8, Alberta Beach, AB. TOE 0A0 780-967-0271 ddm@kronprinzconsulting.ca

Please remit your payment of \$750.00 for the 2020 year at your earliest convenience. Payment should be remitted to:

Summer Villages of Lac Ste. Anne County East Re: All-Net Subscription P.O. Box 8, Alberta Beach, AB. TOE OAO

Thank you again for your participation in this service. If you have any questions or wish to discuss further please let me know – 780-967-0271.

Regards,

Dwight Darren Moskalyk

Administrator SVLSACE

Enclosed:

2020 All- Net Service Agreement

2020 All-Net Service Invoice

Software License Agreement

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") dated this 12th day of May, 2020 (the "Execution Date")

BETWEEN:

All-Net.ca Inc.

(the "Vendor")

OF THE FIRST PART

And

Summer Villages of Lac Ste. Anne County East

(the "Licensee")

OF THE SECOND PART

BACKGROUND:

The Vendor wishes to license computer software to the Licensee and the Licensee desires to purchase the software license under the terms and conditions stated below.

IN CONSIDERATION OF the provisions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

License

- 1. Under this Agreement the Vendor grants to the Licensee a non-exclusive and non-transferable license (the "License") to use Connect by All-Net (the "Software").
- "Software" includes the executable computer programs, the source code and any related printed, electronic and online documentation and any other files that may accompany the product.
- 3. Title, copyright, intellectual property rights and distribution rights of the Software remain exclusively with the Vendor. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.
- 4. The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.
- 5. The Licensee may not use the Software to provide a service to a third party.
 Using the software to distribute messages for another party is strictly prohibited without the written consent of the vendor.



- 6. The Software may not be modified, reverse-engineered, or de-compiled in any manner through current or future available technologies.
- 7. Failure to comply with any of the terms under the License section will be considered a material breach of this Agreement.

License Fee

8. The license fee for this Agreement will consist of the original purchase price of \$5,000.00 CAD (includes the set-up and training fee and Alert Ready Integration).

The annual hosting, support and maintenance fee of \$5,000.00 CAD is payable annually and renewable June 1, 2021. The annual renewal for hosting, support and maintenance services is at the discretion of the Licensee.

Limitation of Liability

- 9. The Software is provided by the Vendor and accepted by the Licensee "as is". Liability of the Vendor will be limited to a maximum of the original purchase price of the Software. The Vendor will not be liable for any general, special, incidental or consequential damages including, but not limited to, loss of production, loss of profits, loss of revenue, loss of data, or any other business or economic disadvantage suffered by the Licensee arising out of the use or failure to use the Software.
- 10. The Vendor makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.
- 11. The Vendor does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.
- 12. The Licensee accepts that communication is dependent upon multiple service providers for the complete transmission and receipt of a message and there will be instances where a message cannot be transmitted due to technical difficulties on the part of the Vendor, the Vendor service provider or the service provider of the recipient.

Data Storage and Access

13. The Licensee will retain sole ownership of all account data and will have access to their data from the program or upon request of the Vendor.

- 14. Software hosting will be provided in a minimum Tier III Data Centre offering redundancy in:
 - Data storage
 - Power
 - Physical Locations
 - Data linkages
- 15. All data and back-ups will be stored in a Canadian facility.
- 16. All-Net.ca staff will all adhere to company confidentiality policies and each policy will be made available to the Licensee upon request.
- 17. Any data provided to the Licensee from the Vendor (All-Net.ca), including phone numbers, have not been scrubbed for "do not call" lists and use of the data is at the responsibility and risk of the Licensee.
- 18. All data, in whole or in part, provided by All-Net.ca is for the sole use of the Licensee and cannot be distributed to, shared, or used by an external party.

Warrants and Representations

19. The Vendor warrants and represents that it is the copyright holder of the Software. The Vendor warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

Acceptance

20. All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") upon execution of this Agreement.

User Support

- 21. The Licensee will be entitled to one year of phone support available 9:00 AM to 9:00 PM Central Weekdays, at no additional cost, for a period of 12 months from the date of Acceptance and through each twelve-month hosting, support and maintenance period as renewed by the Licensee.
- 22. The Licensee will be entitled to maintenance upgrades and bug fixes, at no additional cost, for a period of twelve months from the date of Acceptance and through each twelve-month hosting, support and maintenance period as renewed by the Licensee.

<u>Term</u>

23. The term of this Agreement will begin on Acceptance and is perpetual.

(16)

Termination

24. This Agreement will be terminated and the License forfeited where the Licensee has failed to comply with any of the terms of this Agreement or is in breach of this Agreement. On termination of this Agreement for any reason, the Licensee will promptly destroy the Software or return the Software to the Vendor.

Force Majeure

25. The Vendor will be free of liability to the Licensee where the Vendor is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Vendor has taken any and all appropriate action to mitigate such an event.

Governing Law

26. The Parties to this Agreement submit to the jurisdiction of the courts of the Province of Manitoba for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the Province of Manitoba.

Miscellaneous

- 27. This Agreement can only be modified in writing signed by both the Vendor and the Licensee.
- 28. This Agreement does not create or imply any relationship in agency or partnership between the Vendor and the Licensee.
- 29. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- 30. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 31. This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
- 32. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

Notices

33. All notices to the parties under this Agreement are to be provided at the following addresses, or at such addresses as may be later provided in writing:

All-Net.ca Inc. 4-350 Keewatin Street Winnipeg, Manitoba, Canada R2X 2R9

Summer Villages of Lac Ste. Anne County East Box 8 Albert Beach, AB T0E 1V0

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this 12th day of May, 2020.

Al	I-N	et.	ca	Inc.
	_ 4	UL.	UU.	1110.

Vernon Sabeski

Signature of All-Net.ca Inc.

Summer Villages of Lac Ste. Anne County East

Name of Licensee's Agent	Name of Licensee's Agent
Title of Licensee's Agent	Title of Licensee's Agent
Signature of Licensee's Agent	Signature of Licensee's Agent

All-Net.ca Inc.

4-350 Keewatin Street Winnipeg, MB R2X 2R9 www.all-net.ca | info@all-net.ca | 204-421-9314



INVOICE 101823

Bill To:

Summer Villages of Lac Ste. Anne County East Box 8 Albert Beach, AB TOE 1VO

Invoice Date Due Date

Terms

5/13/2020 6/12/2020 Net 30 days

Description	Quantity	Unit Price	Total Price
Connect License and Yr 1 Access - Unlimited Messages	1	5,000.00	5,000.00

Tax Breakdown:

GST

250.00

GST/HST Reg. No: 888520418RT0001

Subtotal: Total Tax: 5,000.00

250.00

Page: 1

Total:

5,250.00



DEM Sunrise Beach

"Kyle Nelson" r

Sent: 5/9/2020 1:19 AM

 $\textbf{To:} \hspace{0.5cm} \text{""svsunrisebeach@wildwillowenterprises.com""} < svsunrisebeach@wildwillowenterprises.com >, \\$

""administration@wildwillowenterprises.com"" <administration@wildwillowenterprises.com>,

Good evening everyone,

I would like to start this email off by thanking everyone for the opportunity to serve the Village and counsel as DEM of Sunrise Beach. Due to the current economic situation here in Alberta the company I work for has decided to end operations in this province. I have been offered a position on Vancouver Island and after many discussions, my wife and I have decided to accept the offer and we plan on relocating as soon as we can sell our house here. In the mean time I will be required to do a lot of out of town travel that may take me away from Sunrise Beach for weeks on end. I will continue to do what I can as DEM for the village until a replacement can be found.

Again thank you again for all your support, Kyle Nelson DEM SV Sunrise Beach

Sent from Outlook

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Municipal Governance

During the COVID-19 Outbreak

Frequently Asked Questions - May 15, 2020

The state of the COVID-19 pandemic and its impact on municipalities continues to evolve. The Province has announced Alberta's Relaunch Strategy and the Province, municipalities, and all Albertans must stay vigilant to continue to slow the spread by respecting the <u>guidelines</u> outlined by the chief officer of medical health. Balancing safety while gradually reopening businesses and resuming normal daily activities at home, work and play remains paramount but also poses many questions for municipal administrators and elected officials.

As Alberta continues down the road to recovery, Municipal Affairs will continue to support and provide bi-weekly updates addressing frequently asked questions and providing information on new tools as they become available.

Municipal Affairs Updates

Previous COVID-19 updates are available at www.alberta.ca/municipal-government-resources.aspx

Emergency Management

Bill 13 has been signed and took effect on May 12, 2020. It further amends the *Emergency Management Act* to assist with the pandemic response. The changes provide greater clarity and improved coordination between local and provincial responses to pandemics, and future, province-wide emergencies.

Does a council still have to have a meeting to renew a State of Local Emergency (SOLE) at the end of 7 days if it was declared as a result of the COVID-19 pandemic?

NO. As long as the resolution to declare a COVID-19 pandemic SOLE is passed after May 12, 2020, it does not expire at the end of 7 days. Bill 13 amended section 22(4) of the *Emergency Management Act* to state that a declaration of a state of local emergency lapses at the end of 7 days, or at the end of 90 days if the declaration is in respect of a pandemic.

Did Bill 13 make other amendments to the Emergency Management Act that impact our municipality during the current pandemic?

YES. Additional amendments include providing clear language that it is an offence to be noncompliant with orders made under states of local emergency or a provincial state of emergency and clarify additional authorities for the Minister.

Alberta Emergency Management Agency

For questions please contact the Alberta Emergency Management Agency at 780-422-9000 or toll-free by first dialing 310-0000.







Recreational Camping

Is camping allowed in Provincial Parks this May long weekend?

NO. Reservations relaunched on May 14 for arrivals starting June 1 onward at select provincial campgrounds and launch times are staggered by region. For further recreational camping information visit AlbertaParks.ca.

Economic Relaunch

The fluid nature of the relaunch timing and detail makes it challenging to stay current. Is there a resource available to help us navigate the relaunch?

YES. The simplest way to stay up-to-date during the relaunch stages is to continue to visit Alberta's Relaunch Strategy webpage.

Is there a guide available for businesses reopening in our municipality that can help them reopen and resume operations safely?

YES. Alberta Biz Connect provides workplace guidance and support to businesses and non-profits. The online tool also provides sector-specific guidelines for those able to open in stage one of relaunch to ensure businesses can reopen safely during the COVID-19 pandemic.

Have a question?

If you have a specific question you would like answered in an upcoming update, please email your request to ma.lgsmail@gov.ab.ca.

Now that Stage 1 of Alberta's Relaunch Strategy has begun, are there key restrictions and measures that municipal administrators need to be aware of?

YES. Municipal pools, recreation centres and arenas must remain closed. Public attendance at businesses, facilities and events that have close physical contact are also still not permitted, including: arts and culture festivals, major sporting events and concerts. Municipalities should also be strongly recommending the use of masks in public spaces that do not allow for physical distancing of 2 meters.

Are municipal offices required to reopen during Stage 1 of the relaunch?

NO. As an employer, it is up to each municipality to continue to ensure the health and safety of your employees while still enabling your essential services to operate. Remote working where possible is still advised. Prior to opening, employers must ensure they can operate within the recommended guidelines, and all workplaces are expected to develop and implement policies and procedures to address COVID-19.

Can municipalities now open outdoor recreational facilities such as fields, playgrounds and courts for public use?

YES. Like other municipal facilities, municipalities may choose to open outdoor recreation facilities if the recommended guidelines can be met such as routine cleaning and disinfecting outlined in both the Guidance for Outdoor Recreation and Workplace Guidance for Business Owners documentation. Groups must still be limited to 15 people or fewer and physical distancing of 2 metres must be maintained unless individuals are from the same family. At this time, league play is still not permitted.







Are local restaurants, cafes, pubs and bars permitted to open during Stage 1?



YES. Restaurants, cafes, pubs and bars can open but must operate at no more than 50% seating capacity. Operators must follow the Workplace Guidance for Business Owners and are required to follow the Food Regulation and Food Retail and Foodservices Code.

Do municipalities have a role to play in Alberta's Relaunch Strategy?

YES. While provincial and federal governments may bring significant resources to support the management and recovery from a crisis, local municipalities are best suited to understand their own community composition and community needs. Community and business leaders are also the most invested in the long-term recovery of an affected municipality.

Are there specific issues municipalities should consider as we plan our local relaunch strategy?

YES. Returning a community to a new normal following a pandemic requires planning, monitoring, and adaptation to addressing ongoing and emerging issues. A recovery plan should address issues such as supporting the local economy, supporting the social needs of people in the community, returning municipal services to normal, or adjusting municipal service delivery to deal with the new normal, and protecting the environment. Municipalities should also consider ways that community members can meaningfully participate in its recovery activities to help build resilience within the municipality. Municipal Affairs is developing a Pandemic Response Planning Guide that will be available soon. The Alberta Urban Municipalities Association also hosted a webinar with Dr. Deena Hinshaw and other experts on May 14th to discuss with members what a "relaunch" means for municipal and community services. The recording of the webinar will be available on AUMA's YouTube channel this weekend.

Has a date been set indicating how quickly Alberta can move to Stage 2?

NO. Progression to Stage 2 will be determined by the success of Stage 1, considering health care system capacity, hospitalization and ICU cases and infection rates.

Municipal Advisory Services

If you have further questions, please contact us at: 780-427-2225 or toll-free by first dialing 310-0000 or email ma.lgsmail@gov.ab.ca

Additional Resources

The Federation of Canadian Municipalities continues to compile a list of links and resources for municipalities. https://fcm.ca/en/resources/covid-19-resources-municipalities.

In addition, Alberta municipal associations have provided comprehensive resources to assist members during the pandemic. The Alberta Urban Municipalities Association has developed a webpage to act as a quick first reference with links to credible sources for up-to-date information at https://auma.ca/business-services/employee-benefits/employers/covid-19. The Rural Municipalities of Alberta's COVID-19 response hub is accessible via https://rmalberta.com/about/covid-19-response-hub/.

Further Updates

We will continue to examine ways to support municipalities in navigating through this situation. Future updates will be issued on a bi-weekly basis unless there are issues arising that require urgent communication.



Government of Alberta ■

STATEMENT OF DEPOSIT NON-NEGOTIABLE

PAGE 1

VENDOR				VENDOR ID		DATE IS	SUED
SUMMER V	ILLAGE OF SU	INRISE BEACH		0000010921		01-May	-2020
DEPOSITED	AT BANK:	021908989		DEPOSIT NO	DATE		AMOUNT
BRANCH:	08989	ACCOUNT:	00849144500	0068673980	05-May-		\$439.00 \$439.00
	R VILLAGE OF R VILLAGE OF (1197 Y AB	SUNRISE BEACH SUNRISE BEACH					



		2020	
CRIPTION/REASON FOR PAYMENT	INVOICE/CREDIT NOTE	AMOUNT	SUB-TOTA
S MAY PAYMENT	095261394FCSS050120	\$439.00	
Payment From COMM & SOC SERV HEAD QUARTERS			\$439.
nquiries Call 825/468-4314			1.132
	MAY PAYMENT Payment From COMM & SOC SERV HEAD QUARTERS	MAY PAYMENT 095261394FCSS050120 Payment From COMM & SOC SERV HEAD QUARTERS	MAY PAYMENT 095261394FCSS050120 \$439.00 Payment From COMM & SOC SERV HEAD QUARTERS



Office of the Minister MLA, Edmonton-South West

AR100068

May 19, 2020

His Worship Glen Usselman Mayor Summer Village of Sunrise Beach PO Box 1197 Onoway AB T0E 1V0

Dear Mayor Usselman,

Over the past few months, our government has taken strong measures to protect Albertans and to support our communities through these extraordinarily difficult times. This includes passing Budget 2020, which builds on our government's commitment to support Alberta municipalities and Metis Settlements. It also includes numerous other measures to support Albertans and respond to the impacts of the COVID-19 pandemic.

As part of the commitment to our local government partners, I am pleased to confirm that \$993 million will be allocated to local governments in 2020 under the Municipal Sustainability Initiative (MSI).

For the Summer Village of Sunrise Beach:

- The **2020 MSI** capital allocation is \$85,777. This includes \$73,277 in MSI capital funding and \$12,500 in Basic Municipal Transportation Grant funding.
- The 2020 MSI operating allocation \$8,518.

In light of the current public health and economic crisis, communities are facing unprecedented financial pressures and our government understands this. To help you in addressing these pressures, we are allowing local governments to use MSI operating for any local government expenditure in the 2020 program year and expediting payment of 2020 MSI operating allocations to qualifying local governments.

.../2

We are also making an administrative change to the MSI Capital program to ensure you will receive your payment when you truly need it. Capital funding will be available for those projects that are ready to proceed, which will support economic activity and increase employment across Alberta. You will have received information on these changes recently via email.

To help municipalities and Metis Settlements with capital planning, we have updated the 2021 MSI allocation estimates. Like the estimates provided in November 2019, these amounts are based on the 2021 MSI funding target of \$927.2 million; however, they incorporate more current formula data. In 2022 and beyond, grant funding amounts will be determined by the *Local Government Fiscal Framework Act*.

Links to the 2020 MSI funding amounts for all municipalities and Metis Settlements, the 2021 MSI capital allocation estimates, and the program guidelines are available on the program website. Funding amounts under the federal Gas Tax Fund (GTF) will be confirmed after Infrastructure Canada confirms the total GTF funding amount allocated to the Province in 2020.

I am proud of the work you and your staff are doing to protect our communities in these challenging times, and Municipal Affairs will continue working with you to ensure Alberta's recovery.

Yours very truly,

Kaycee Madu, QC

Minister

cc: Wendy Wildman, Chief Administrative Officer, Summer Village of Sunrise Beach