

**SUMMER VILLAGE OF WHITE SANDS
COUNCIL MEETING AGENDA
May 14, 2025 @ 9:30 AM
Location: Municipal Office
#8 Front Street, White Sands
and streamed onto YouTube**

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12. Closed Meeting of Council: None	
13. Adjournment	

**Public Welcome to observe the meeting in person or view on our YouTube Channel
If you wish to speak to council as a delegation, contact the Village Office at 403-740-1572**

Next Regular Council Meeting will June 11, 2025

**MINUTES OF THE REGULAR MEETING
SUMMER VILLAGE OF WHITE SANDS
COUNCIL**

held on April 9, 2025

**White Sands Municipal Office
#8 Front Street, White Sands, AB and
electronically streamed to YouTube.**

Present: Lorne Thurston, Mayor
Dan Zembal, Councillor
Paul Ashford, Councillor
Melissa Beebe, CAO
Erin Weinzierl, Administrative Assistant

Absent:

Public: (0)

1. Call to Order:

Mayor Thurston calls the Council Meeting to order at 9:31 AM

2. Adoption of Agenda

Motion 25:04:01 Moved by Councillor Zembal to approve the agenda as presented.

MOTION CARRIED

3. Adoption of Previous Minutes:

3.1. Regular Council Meeting Minutes of March 12, 2025

Motion 25:04:02 Moved by Councillor Ashford to adopt the minutes from the Regular Council Meeting of March 12, 2025, as presented.

MOTION CARRIED

4. Public Hearing:

Motion 25:04:03 Moved by Mayor Thurston to call a recess of the regular council meeting at 9:33 AM to move to the public hearings.

MOTION CARRIED

4.1. Bylaw 215-25: Road Closure for Road Plan 4117 MC

4.2. Bylaw 214-25: Public Notification

Motion 25:04:04 Moved by Mayor Thurston to adjourn the public hearing meetings and resume the regular council meeting at 9:50 AM.

MOTION CARRIED

5. Delegation/Presentation: None

6. Bylaws & Policies:

6.1. RFD – Rescind Policy II: Tax Recovery Administrative Fees

Motion 25:04:05 Moved by Councillor Ashford to rescind Policy II: Tax Recovery

Administrative Fees.

MOTION CARRIED

6.2. RFD – Current Policy Names and Proposed Name Changes, Numbering, and Categories

Motion 25:04:06 Moved by Councillor Ashford to accept the Policy Name Changes, Numbering, and Categories as presented.

MOTION CARRIED

6.3. RFD – ADM 1.8: Social Media Policy

Motion 25:04:07 Moved by Councillor Ashford to approve ADM 1.8: Social Media Policy as amended:

- **Purpose and Scope:** change “Councillors” to “Elected Officials”
- **4.1.4:** remove: “provided signed authorization is obtains and” and add “must be”
- **1.1** change “and” to “for”

MOTION CARRIED

6.4. Bylaw 214-25: Public Notification

Motion 25:04:08 Moved by Councillor Zembal to approve second reading of Bylaw 214-25: Public Notification as amended:

- Change 213-25 to 214-25
- Remove last choice under 3.1 “at the discretion of the Summer Village CAO be advertised by other means determined appropriate”.
- Add section 3.2 Council must choose a minimum of two advertising methods as listed or at the direction of council to the CAO.

MOTION CARRIED

6.5. RFD – P&R 4.4: Beach Gate Access Policy

Motion 25:04:09 Moved by Councillor Ashford to have administration make the discussed changes of P&R 4.4: Beach Gate Access Policy and bring back the revised policy to the next regular council meeting, May 14, 2025.

MOTION CARRIED

7. Business

7.1. RFD – Mail Services in the Summer Village of White Sands

Motion 25:04:10 Moved by Council Zembal to approve administration to move forward with investigation with Canada Post to see about mail service boxes to be installed in the Summer Village and bring back findings to the next council meeting, May 14, 2025.

MOTION CARRIED

7.2. Request for a Special Meeting for 2025 Budgets and Financial Statements

Motion 25:04:11

Moved by Mayor Thurston to take the request for info

MOTION CARRIED

8. Council Reports:

8.1. Mayor Thurston (Verbal Report)

- Fire and Flood Emergency Services: submitted quote to administration. Purchase or contracted services by the company.
- Put in a review of Community Standards Bylaw
- SMRWSC: Rosalind-Bawlf Line is 90/10 funding Water Through Life (\$11.4 Million project). Line was bought in 2023 (approx. \$1.2 million). Bids sent and received from \$5 to \$12 million (about 12 bids) and Stantec disqualified three. Wally's Backhoe won the bid. Starting soon. Truck fills at Rosalin and Bawlf (like White Sands). Last phase (Phase 8) is Pemukan (east of Consort) to Compeer. Debuture of Phase 6 (Whitesands to Rochon Sands) was budgeted and was under \$100K. Will take from their reserves so there are no debentures, but Administration will double check.
- Stabilization of the Lake: stopped pumping in 2018 due to Carp, then moratorium to 2028. Suppose to hear by the end of the month to have Gull Lake filtration system to be approved. If so, could be used on Buffalo Lake, but it is a bigger system. Depends on Alberta Government wants to put the system on the Buffalo Lake system.
- Wants to set up an AIM meeting in June at the Hall, open up old shop, or new shop. Details to come later.
- Residents must request development deposits back in writing to office.
- Transformers at Ranch Road: Atco signed off that they are ok with them,

8.2. Councillor Zembal (Verbal Report)

- Regional Fire: Noted precipitation is well below average so high on grass fires and could be challenging. Expect to talk to Rochon and White Sands. Acquired two more replacement bush fire replacements (at Donalda and Byemoor). Changing radio systems.
- SWM: Well managed. Some discussion on admin fees to County of Stettler, and asked for an increase but deferred. \$2 change from 2024 in requisitions. New Compactor just over \$1 million and is being used now and efficient. Will be researching to increase revenue, talks about increase of tipping. Rene is retiring on June. Landfill reserve is more than adequate.
- MRPAC: 5-6 areas ID'ed in the municipality. Number of suggestions so that residents will have something to work with and at the end of each area will be an open comment section. Next Monday will be finalized to show to Admin. Very good group to work with. Requested for Dan to Hall Society and received feedback. Groups anticipate that some ideas will be controversial with some residents.

8.3. Councillor Ashford (Written Report)

Motion 25:04:12

Moved by Councillor Zembal to accept the Councillor Reports 8.1 to 8.3 as presented.

MOTION CARRIED

9. CAO Reports

9.1. Written Report

Motion 25:04:13

Moved by Councillor Zembal to accept the CAO report as presented.

MOTION CARRIED

10. Financial Reports:

- 10.1. Council Revenue and Expenditures as December 31, 2024
- 10.2. Capital Revenue and Expenditures as of December 31, 2024

Motion 25:04:14 Moved by Mayor Thurston to approve items 10.1 to 10.2 of Financial Reports as presented.

MOTION CARRIED

11. Correspondence

- 11.1. Alberta Policing Legislation Information Session
- 11.2. Come for a Byte at White Sands with the Stettler Public Library
- 11.3. Request for Support Letter for Minister’s Award for Municipal Excellence: SMRWSC
- 11.4. County and Town of Stettler Invitation to Participate in Doctor Recruitment Funding Initiative
- 11.5. SDAA – Minutes from March 10, 2025
- 11.6. ASVA – Promoting Upcoming Webinars for Summer Village Election Candidates
- 11.7. LAEA Bill 20 – Minister of Municipal Affairs, Ric McIver
- 11.8. Hall Society Budget Request – Deep Cleaning

Motion 25:04:15 Moved by Councillor Zembal to decline the invitation to participate in the doctor recruitment funding initiative but will encourage residents to support the following groups: Stettler Needs Doctors or Stettler Health Services Foundation. The municipality will include in their next newsletter that residents can donate to the above noted groups.

MOTION CARRIED

Motion 25:04:16 Moved by Councillor Zembal to allow the Hall Society to use the rental money up to \$280 to be used to hire a cleaner to deep clean the hall.

MOTION CARRIED

Motion 25:04:17 Moved by Councillor Zembal to have administration respond to the email sent by the hall society on March 7, 2025, and resending the letter that was provided back in February 2025, with further clarifications, and will review at the next budget meeting at the end of April.

MOTION CARRIED

Motion 25:04:18 Moved by Councillor Ashford to accept items 11.1 to 11.3 and 11.5 to 11.7 of Correspondence as presented.

MOTION CARRIED

12. Closed Meeting Session: (None)

13. Adjournment

Motion 25:04:19 Moved by Mayor Thurston to adjourn the meeting at 1:34 PM.

MOTION CARRIED

Next Regular Council Meeting will be June 11, 2025. Public Welcome.

Mayor

Chief Administrative Officer

**MINUTES OF THE PUBLIC HEARING
Bylaw 215-25 Road Closure Bylaw
SUMMER VILLAGE OF WHITE SANDS COUNCIL**

Date: April 9, 2025

White Sands Municipal Office

#8 Front Street, White Sands, AB

**Zoom Public Participation Link provided on www.whitesandsab.ca
and electronically streamed to YouTube.**

1. Call to Order

1.1. Mayor Thurston declares the Public Hearing meeting for Bylaw 215-25 open at 9:35 AM and introduced attendees.

Present:

Mayor Thurston

Councillor Zembal

Councillor Ashford

Melissa Beebe, CAO

Erin Weinzierl, Recording Secretary

Public Attendance:

in person - None

Electronic participants (Zoom)- None

2. Purpose of Public Hearing

Mayor Thurston requested the CAO provide a summary of the proposed hearing:

CAO provide it is proposed Road Closure Bylaw 215-25 that provides the following:

1. The portions of the land's hereafter described are:

a. no longer required for public travel

b. have portions of the highways (streets) closed

2. Road Plan 4117 MC

All that portion of Buffalo Road lying within the limits of Plan 4117MC, Blk 1, Lt 12

Containing 0.338 hectares (0.834 acres) more or less

Excepting thereout all mines and minerals

3. Public Hearing Procedure

Mayor Thurston presented an overview of the public hearing rules of conduct and procedure for public participation, comments and recording of concerns for and against.

4. Written Submissions

Mayor Thurston called for are there any written submissions received in support or opposition of Road Closure Bylaw 215-25.

Melissa Beebe, CAO, presented the following were received:

- 4.1. 1 voice call, 68 Lakeview Avenue, April 4, 2025, and two emails, Maegan Neufeld – March 17, Christine Adams – March 17, seeking clarification, which was provided, and no other concerns noted in opposition of the bylaw.
- 4.2. Written response received from Utility companies as follows:
 - 4.2.1. Apex – March 31, 2025, requiring a utility right of way registration as part of ministerial approval. (attached)
 - 4.2.2. ATCO – March 17, 2025, email received noting no comments or concerns with road closure.

5. **Verbal Presentation**

- 5.1. Mayor Thurston calls for first call for verbal presentations – None presented
- 5.2. Mayor Thurston calls for second call for verbal presentations – None presented
- 5.3. Mayor Thurston calls for third and final call for verbal presentations – None presented

6. **Question Period** - None

Mayor Thurston asks if there are any questions from the Councillors and the public. In conclusion it was mutually agreed by council that there were no objections to the Road Closure Bylaw 215-25 relating to this public hearing.

7. **Adjourn Public Hearing**

- 7.1. Mayor Thurston declares the public hearing closed at 9:43 AM.

Public Hearing Agenda
Bylaw 214-25 Public Notification Bylaw

Proposed Public Notification Bylaw 214-25:

1. The Public Notification bylaw specifies the methods that the Summer Village may use to give notice of certain bylaws, resolutions, meetings, public hearings or other items that require advertising in accordance with Section 606 of the MGA.

Date: April 9, 2025

Attendance: Mayor Thurston, Councillor Zembal, Councillor Ashford, Melissa Beebe (CAO), Erin Weinzierl (Recording Secretary)

Participants: No electronic participants (Zoom). No gallery participants.

1. Call to Order

- 1.1. Mayor Thurston declared the meeting open at 9:35 AM.

2. Introductions

3. Purpose of Public Hearing

4. Public Hearing Procedure

5. Written Submissions - None

6. Verbal Presentation

- 6.1. Mayor Thurston calls for first call for verbal presentations – None
- 6.2. Mayor Thurston calls for second call for verbal presentations – None
- 6.3. Mayor Thurston calls for third and final call for verbal presentations – None

7. Question Period - None

8. Adjourn Public Hearing

- 8.1. Mayor Thurston declares the public hearing closed at 9:43 AM.

**MINUTES OF THE SPECIAL MEETING
SUMMER VILLAGE OF WHITE SANDS
COUNCIL**

held on May 2, 2025

**White Sands Municipal Office
#8 Front Street, White Sands, AB and
electronically streamed to YouTube.**

Present: Lorne Thurston, Mayor
Dan Zembal, Councillor
Paul Ashford, Councillor
Melissa Beebe, CAO
Erin Weinzierl, Administrative Assistant

Absent:

Public: (0)

1. Call to Order:

Mayor Thurston calls the Council Meeting to order at 9:59 AM

2. Nature of Business:

2.1. 2025 Operating and Capital Budget

•

Motion 25:05:02:01 Moved by Mayor Thurston to call a 10-minute recess at 10:53 AM.

MOTION CARRIED

Motion 25:05:02:02 Moved by Mayor Thurston to resume meeting at 10:59 AM.

MOTION CARRIED

Motion 25:05:02:03 Moved by Mayor Thurston to call a brief recess to fix the sound on the technology at 11:04 AM.

MOTION CARRIED

Motion 25:05:02:04 Moved by Mayor Thurston to resume meeting at 11:17 AM.

MOTION CARRIED

Motion 25:05:02:05 Moved by Councillor Ashford to approve the 2025 Operating Budget as presented.

MOTION CARRIED

Motion 25:05:02:06 Moved by Mayor Thurston to approve the 2025 Capital budget as presented.

MOTION CARRIED

Motion 25:05:02:07 Moved by Councillor Zembal to approve the Three (3) year Operating Plan as presented.

MOTION CARRIED

Motion 25:05:02:08 Moved by Mayor Thurston to approve the 2025 Five (5) year Capital

Plan as presented.

MOTION CARRIED

Adjournment

Motion 25:05:02:09 Moved by Mayor Thurston to adjourn the meeting at 1:00 PM.

MOTION CARRIED

Next Regular Council Meeting will be May 14, 2025. Public Welcome.

Mayor

Chief Administrative Officer

Meeting:	Regular Council
Meeting Date:	May 14, 2025
Originated By:	Melissa Beebe, CAO
Title:	216-25 – 2025 Tax Rate Bylaw
Agenda Item Number:	6.1

BACKGROUND/PROPOSAL:

In accordance with Sections 353 to 359.3 of the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, each municipality is required to adopt a Property Tax Bylaw annually.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Following the approval of the 2025 Operating Budget at the Special Council Meeting held on May 2, 2025, the draft Property Tax Bylaw 216-25 has been prepared for Council’s consideration.

Key elements of the proposed bylaw include:

- A 4% property tax increase over the previous year.
- A minimum tax amount of \$850 per parcel, unchanged from previous year, ensuring a base level of contribution from all property owners regardless of assessed value.

The proposed bylaw reflects Council's strategy to meet the financial requirements of the 2025 Operating Budget while maintaining essential services and municipal operations as based on the approved 2025 Budget.

Once tax rate bylaw is passed the municipal tax notices will be sent out.

COSTS/SOURCE OF FUNDING (if applicable)

Municipal Taxation

RECOMMENDED ACTION:

Administration recommends accepting Bylaw 216-25, 2025 Tax Rate Bylaw as drafted and complete all three readings.

Initials show support – Reviewed By:	CAO: _____
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2025 APPROVED Operating Budget – May 2, 2025

General Ledger	2025 Budget
REVENUES	
Administration	\$24,340
Protective Services	\$825
Common Services	\$0
Planning & Development	\$29,700
Parks & Recreation	\$7,560
Excess Collection of Req	\$0
Taxes (Incl prov req & mun tax)	\$948,841
Other	\$23,600
Total Revenues	\$1,034,866
EXPENSES	
Council & Legislative	\$18,040
Administrative Services	\$205,936
Common Office	\$10,445
Assessor	\$14,440
Municipal Election	\$5,000
Municipal Protective Service	\$89,466
Transportation	\$157,130
Water Supply	\$5,991.91
Landfill & Recycling	\$25,412
Subdivision & Development	\$21,484
Recreation & Parks	\$51,866.07
Culture	\$26,395
Contingency	\$0
Total Municipal Expenses	\$631,606
Non-Municipal Requisition	\$403,187
Total Expenses	\$1,034,793

**Summer Village of White Sands
2025 Property Tax Bylaw No. 216-25**

A BYLAW TO AUTHORIZE THE RATES OF TAXATION TO BE LEVIED AGAINST ASSESSABLE PROPERTY WITHIN THE SUMMER VILLAGE OF WHITE SANDS FOR THE 2025 TAXATION YEAR.

WHEREAS, the Summer Village of White Sands has prepared and adopted detailed estimates of municipal revenue, expenses and expenditures as required, at the council meeting held on May 2, 2025

WHEREAS, the estimated municipal revenues from all sources other than property taxation \$128,255

WHEREAS, the estimated municipal expenses (excluding non-cash items) set out in the annual budget for the Summer Village of White Sands \$631,606

The balance of \$503,351 is to be raised by general municipal property taxation \$503,351

WHEREAS, the estimated amount required to repay principal debt to be raised by general municipal taxation is \$0

WHEREAS, the estimated amount required for current year capital expenditures to be raised by general municipal taxation is \$0

WHEREAS, the estimated amount required for transfers to capital reserves to be raised by municipal taxation is \$0

THEREFORE the total amount to be raised by general municipal taxation is \$503,351

WHEREAS, the requisitions are:

Alberta School Foundation Fund (ASFF)	
Residential & Farmland	\$345,232
<i>Under/Over Levy...Delete if none</i>	\$0
Non-residential	\$2,512
Allowance for uncollected taxes	\$0
Totals	\$347,744

Designated Industrial Property	\$46
Seniors Foundation	\$55,443

WHEREAS, the council is authorized to sub-classify assessed property, and to establish different rates of taxation in respect to each sub-class of property, subject to the *Municipal Government Act*, Chapter M-26, Revised Statutes of Alberta, 2000

WHEREAS, the assessed value of all property in the Summer Village of White Sands as shown on the assessment roll is:

Residential & Farmland	\$133,948,760
Non-Residential	\$0
Designated Industrial Property (DIP)	\$659,960
Machinery and Equipment	\$0
Total Assessment	\$134,608,720

NOW THEREFORE under the authority of the *Municipal Government Act*, the Council of the Summer Village of White Sands, in the Province of Alberta, enacts as follows:

1. That the Chief Administrative Officer is hereby authorized to levy the following rates of taxation on the assessed value of all property as shown on the assessment roll of the Summer Village of White Sands:

General Municipal	Tax Levy	Assessment	Tax Rate
Residential & Farmland	\$431,254	\$133,948,760	0.00321954
Non-Residential and Machinery & Equipment	\$4,256	\$659,960	0.00644888
Total Minimum Tax	\$67,841		
Totals:	\$503,351	\$134,608,720	

Alberta School Foundation Fund (ASFF)	Tax Levy	Assessment	Tax Rate
Residential & Farmland	\$345,232	\$133,948,760	0.00257734
Non-Residential	\$2,512	\$659,960	0.00380629
Allowance for Non-Collectable taxes	\$0	\$0	0
Totals:	\$347,744	\$134,608,720	
Designated Industrial Property	\$46	\$659,960	0.0000701
Seniors Foundation	\$55,443	\$134,608,720	0.00041188

2. That the minimum amount payable per parcel as property tax for general municipal purposes shall be \$850.00

3. That this bylaw shall take effect on the date of the third and final reading.

READ a first time on this ____ day of _____, 2025.

READ a second time on this ____ day of _____, 2025.

Given UNANIMOUS consent to go to third reading on this _ day of _____, 2025.

READ a third and final time on this ____ day of _____, 2025.

Signed this ____ day of _____, 2025.

Chief Elected Official

Chief Administrative Officer

Meeting:	Regular Council
Meeting Date:	May 14, 2025
Originated By:	Melissa Beebe, CAO
Title:	217-25 – 2025 Special Tax Bylaw (Road Use Agreement)
Agenda Item Number:	6.2

BACKGROUND/PROPOSAL:

As part of its taxation powers, the municipality may enact a Special Tax Rate Bylaw to raise revenue for a designated service or purpose—such as fulfilling obligations under a County Road Use Agreement. Unlike general property taxes that are based on property assessment values, this special tax is applied on a per-parcel basis. This ensures that all residents who benefit from or impact the designated road contribute equally, reflecting shared use rather than assessed property value.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Alberta MGA – Special Tax Bylaws (Sections 382–384) Summary

Section 382 – Authority to Impose Special Tax

A council may pass a **special tax bylaw** to raise revenue for specific services or improvements. The tax may be used for purposes such as: Waterworks, Sewer, Roads, Boulevards, Drainage ditches, Fire protection, Dust control, Recreational

Section 383 – Basis of Tax

The special tax can be calculated based on:

- Land area or frontage
- Parcel
- Value of improvements
- A combination of the above

The method chosen must be **specified in the bylaw**.

Section 384 – Application and Collection

The special tax must be applied consistently to all properties subject to the bylaw. It is added to the property tax roll and collected in the same manner as other property taxes.

This framework allows municipalities to collect revenue fairly and transparently for services that benefit specific areas or groups of properties.

COSTS/SOURCE OF FUNDING (if applicable)

Municipal Taxation

RECOMMENDED ACTION:

Administration recommends accepting Bylaw 217-25, Special Tax Bylaw as drafted and complete all three readings.

Initials show support – Reviewed By:

CAO: _____

<u>2025 APPROVED Operating Budget – May 2, 2025</u>	
General Ledger	2025 Budget
REVENUES	
Administration	\$24,340
Protective Services	\$825
Common Services	\$0
Planning & Development	\$29,700
Parks & Recreation	\$7,560
Excess Collection of Req	\$0
Taxes (Incl prov req & mun tax)	\$948,841
Other	\$23,600
Total Revenues	\$1,034,866
EXPENSES	
Council & Legislative	\$18,040
Administrative Services	\$205,936
Common Office	\$10,445
Assessor	\$14,440
Municipal Election	\$5,000
Municipal Protective Service	\$89,466
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Water Supply	\$5,991.91
Landfill & Recycling	\$25,412
Subdivision & Development	\$21,484
Recreation & Parks	\$51,866.07
Culture	\$26,395
Contingency	\$0
Total Municipal Expenses	\$631,606
Non-Municipal Requisition	\$403,187
Total Expenses	\$1,034,793

SUMMER VILLAGE OF WHITE SANDS
BYLAW 217-25
2025 SPECIAL TAX BYLAW

A BYLAW TO AUTHORIZE A SPECIAL TAX FOR THE 2025 TAXATION YEAR AGAINST PARCELS OF LAND WITHIN THE SUMMER VILLAGE OF WHITE SANDS TO RAISE REVENUE TO PAY FOR COST OF REPAIR AND MAINTENANCE OF ROADS

Whereas, the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, as amended, or repealed and replaced from time to time authorizes a Council to raise revenue to pay for a specific service or purpose by imposing special taxes as follows:

A tax to cover part of the cost of repairs and maintenance of roads, boulevards, sewer facilities and water facilities.

Whereas, the Summer Village of White Sands, at the Special Council Meeting held on May 2, 2025 has prepared and adopted a 2025 Operating Budget including detailed estimates of the municipal revenues and expenditures.

Whereas, the adopted 2025 Operating Budget for the Summer Village of White Sands includes estimated costs for the following services or purposes:

Repair and Maintenance of roads (County Road Use Agreement) \$42,230.00

Whereas, it is deemed that all non-exempt properties in the municipality will benefit from the municipality's participation in the maintenance of roads.

Whereas, it is deemed to be just and equitable to set a special tax rate that will collect an equal amount of special tax from each non-exempt parcel of land within the municipality sufficient to raise \$42,230.00 in total. It is estimated that for the 2025 taxation year there are 403 non-exempt parcels of land in the Summer Village of White Sands and the *Municipal Government Act* does not allow a special tax rate to be imposed on exempt parcels of land.

NOW THEREFORE under the authority of the *Municipal Government Act*, the Council of the Summer Village of White Sands, in the Province of Alberta, enacts as follows:

1. That the Chief Administrative Officer is hereby authorized to levy the following special tax rates, per parcel of land, on each non-exempt parcel of land shown on the assessment roll of the Summer Village of White Sands for the 2025 taxation year.

Repair and Maintenance of roads (County Road Use Agreement) \$104.79 (per parcel)

2. That the special taxes included in this Bylaw shall be levied and collected in the same manner and at the same time as general municipal taxes.
3. That this Bylaw shall take effect on the date of the third and final reading.

Read a first time this ____ day of _____, 2025.

Read a second time this _____ day of _____, 2025.

Given UNANIMOUS consent to go to third reading on this ____ day of _____, 2025.

Read a third time and passed this _____ day of _____, 2025.

Summer Village of White Sands

Mayor

Chief Administrative Officer

Meeting:	Regular Council
Meeting Date:	May 14, 2025
Originated By:	Erin Weinzierl, Admin. Assistant
Title:	P&R 4.4: Beach Gate Access
Agenda Item Number:	6.3

BACKGROUND/PROPOSAL:

Currently, the municipality does not have a formal policy governing beach gate accesses within its jurisdiction. There are eight (8) beach access points along the shoreline, extending from Front Street to Aimee Avenue. These access points provide residents with a means to reach the lake and are frequently used for placing and removing boat lifts and docks.

Historically, these gates have been managed seasonally:

- **Winter months:** Gates remain open to allow access for off-highway vehicles (OHVs), such as snowmobiles, to the lake.
- **Spring and summer months:** Gates are closed and locked to prevent vehicle and OHV traffic on the beach, thereby minimizing disturbances and protecting the shoreline environment. While residents have been able to request access by making prior arrangements and scheduling a time to use a specific beach access point, many of these requests occur on weekends, requiring staff to be called in during overtime hours. These additional hours are not accounted for in the municipal budget, leading to unplanned expenditures and operational inefficiencies. This can also be very challenging since the municipality has a limited number of staff and staff may not be available when requested.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

The absence of a formal policy results in ambiguity regarding the use, closure, and management of beach gate accesses. This can lead to inconsistencies in enforcement, confusion among residents, and potential misuse of the access points.

The development of a Beach Gate Access Policy to establish clear guidelines regarding:

- Seasonal opening and closure schedules
- Permitted and prohibited uses of the access points
- Responsibilities of municipal staff and residents

Some benefits of a formal policy:

- Provides clear and concise instructions for municipal administration/employees and residents
- Ensures consistent and fair enforcement of gate access regulations
- Protects the integrity of the beach and shoreline
- Reduces the risk of unauthorized vehicle access during restricted months
- Enhances transparency and communication between the municipality and residents

COSTS/SOURCE OF FUNDING (if applicable)

By implementing a formal policy, the municipality can effectively reduce after-hours callouts, which currently result in additional overtime costs. Establishing clear guidelines for beach gate access will minimize unnecessary emergency responses, thereby contributing to overall budget efficiency.

Furthermore, should residents require an after-hours callout, the municipality can recover a portion of the associated costs through a designated fee, as outlined in the **Fees and Service Bylaw** under the **Public Works** section. This ensures that municipal resources are utilized responsibly while maintaining fair and transparent cost recovery measures.

RECOMMENDED ACTION:

1. Council motion to approve the policy P&R 4.4: Beach Gate Access.
2. Council motion to approve the policy P&R 4.4: Beach Gate Access with amendments.
3. Council motion to amend the policy P&R 4.4: Beach Gate Access and bring back to the next regular council meeting on June 11, 2025.

Initials show support – Reviewed By:

CAO: MB

Statement: The Summer Village of White Sands is committed to safeguarding its natural environment, municipal infrastructure, and public safety by ensuring that access to beach areas via designated gate access points is responsibly managed and controlled.

Scope: This policy applies to employees, council members, residents, contractors, and visitors.

Management Responsibilities: Council is responsible for implementing, monitoring, and evaluating this policy on a seasonal basis.

Standards:

1. AUTHORIZED ACCESS

1.1. The following Summer Village employees are authorized to access beach gates:

- 1.1.1. CAO
- 1.1.2. Public Works Maintenance
- 1.1.3. Administrative Assistant/Clerk

2. AUTHORIZED USE

2.1. The following are authorized to travel between the Lower and Upper Gates:

- 2.1.1. Golf carts with valid permits issued from the Summer Village.
- 2.1.2. OHVs
- 2.1.3. Foot traffic
- 2.1.4. E-bikes
- 2.1.5. Pedal-powered bicycles

2.2. The following are **not authorized** between the Lower and Upper Gates:

- 2.2.1. Automobiles such as trucks, cars, vans, etc.
- 2.2.2. Any type of trailer

3. BEACH GATE ACCESSES 1-8 OPEN AND CLOSURES

3.1. Upper gates will be locked year-round and only opened upon approved written requests.

3.2. Lower gates will be accessible during the ice-free season, typically from late spring to late fall. Dates will vary depending on weather and environmental conditions. Access dates align with **Policy P&R 4.2: Piers,**

Docks, and Boat Lifts.

3.3. Access will be closed before freezing conditions occur to ensure safety and protect infrastructure.

3.4. All opening and closing notices will be communicated through the Summer Village's official website and Facebook Page.

4. REQUESTS FOR ACCESS

4.1. All requests to open beach gates must be submitted in writing with at least 72 hours' notice and approved by the CAO during regular office hours.

4.2. Requests outside of regular municipal hours:

4.2.1. Must be approved by the CAO based on staff availability

4.2.2. Will be considered an After-Hours Callout; applicable fees may be charged according to the **Fees and Services Bylaw** (Public Works hourly rate). Invoices and payment terms will apply.

5. END OF PROCEDURE

Meeting:	Regular Council
Meeting Date:	May 14, 2025
Originated By:	Erin Weinzierl, Admin. Assistant
Title:	Bylaw 214-25: Public Notification
Agenda Item Number:	6.4

BACKGROUND/PROPOSAL:

As per the MGA:

Requirements for advertising

606(1) *The requirements of this section apply when this or another enactment requires a bylaw, resolution, meeting, public hearing or something else to be advertised by a municipality, unless this or another enactment specifies otherwise.*

(2) *Notice of the bylaw, resolution, meeting, public hearing or other thing must be*

(a) published at least once a week for 2 consecutive weeks in at least one newspaper or other publication circulating in the area to which the proposed bylaw, resolution or other thing relates, or in which the meeting or hearing is to be held,

(b) mailed or delivered to every residence in the area to which the proposed bylaw, resolution or other thing relates, or in which the meeting or hearing is to be held, or

(c) given by a method provided for in a bylaw under section 606.1.

(3) *A notice of a proposed bylaw must be advertised under subsection (2) before second reading.*

(4) *A notice of a proposed resolution must be advertised under subsection (2) before it is voted on by council.*

(5) *A notice of a meeting, public hearing or other thing must be advertised under subsection (2) at least 5 days before the meeting, public hearing or thing occurs.*

(6) *A notice must contain*

(a) a statement of the general purpose of the proposed bylaw, resolution, meeting, public hearing or other thing,

(b) the address where a copy of the proposed bylaw, resolution or other thing, and any document relating to it or to the meeting or public hearing may be inspected,

(c) in the case of a bylaw or resolution, an outline of the procedure to be followed by anyone wishing to file a petition in respect of it, and

(d) in the case of a meeting or public hearing, the date, time and place where it will be held.

(7) *A certificate of a designated officer certifying that something has been advertised in accordance with this section is proof, in the absence of evidence to the contrary, of the matters set out in the certificate.*

(8) *The certificate is admissible in evidence without proof of the appointment or signature of the person who signed the certificate.*

Advertisement bylaw

606.1(1) *A council may by bylaw provide for one or more methods, which may include electronic means, for advertising proposed bylaws, resolutions, meetings, public hearings and other things referred to in section 606.*

(2) Before making a bylaw under subsection (1), council must be satisfied that the method the bylaw would provide for is likely to bring proposed bylaws, resolutions, meetings, public hearings and other things advertised by that method to the attention of substantially all residents in the area to which the bylaw, resolution or other thing relates or in which the meeting or hearing is to be held.

(3) Council must conduct a public hearing before making a bylaw under subsection (1).

(4) A notice of a bylaw proposed to be made under subsection (1) must be advertised in a manner described in section 606(2)(a) or (b) or by a method provided for in a bylaw made under this section.

(5) A notice of a bylaw proposed to be made under subsection (1) must contain

(a) a statement of the general purpose of the proposed bylaw,

(b) the address or website where a copy of the proposed bylaw may be examined, and

(c) an outline of the procedure to be followed by anyone wishing to file a petition in respect of the proposed bylaw.

(6) A bylaw passed under this section must be made available for public inspection.

Council had a public hearing on April 9, 2025. Following the hearing, Council made amendments and motioned to have the bylaw brought back to the next regular council meeting in May.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Currently the municipality does not have a public notification bylaw. Having a bylaw would be beneficial because it would lay out where and duration where the municipality would advertise public information.

COSTS/SOURCE OF FUNDING (if applicable)

2021 Advertising	2022 Advertising	2023 Advertising	2024 Advertising
\$502	\$1,150	\$150	\$0

RECOMMENDED ACTION:

1. Council motion to approve second reading of Bylaw 214-25: Public Notification.
2. Council motion to approve second reading of Bylaw 214-25: Public Notification with amendments.
3. Council motion to approve second and third reading of Bylaw 214-25: Public Notification.
4. Council motion to approve second and third reading of Bylaw 214-25: Public Notification with amendments.

Initials show support – Reviewed By:

CAO: _____

SUMMER VILLAGE OF WHITE SANDS

In the Province of Alberta
Bylaw #2143-25
"Public Notification Bylaw"

A BYLAW OF THE SUMMER VILLAGE OF WHITE SANDS TO ESTABLISH ALTERNATE METHODS FOR ADVERTISING STATUTORY NOTICES

WHEREAS, pursuant to section 606 of the *Municipal Government Act*, a council must give notice of certain bylaws, resolutions, meetings, public hearings or other things by advertising in a newspaper or other publication circulating in the area, mailing or delivering a notice to every residence in the affected area or by another method provided for in a bylaw under section 606.1;

AND WHEREAS, pursuant to section 606.1(1) of the *Municipal Government Act*, a council may, by bylaw, provide for one or more methods, which may include electronic means, for advertising proposed bylaws, resolutions, meetings, public hearings and other things referred to in section 606;

AND WHEREAS Council is satisfied that the advertising method set out in this Bylaw is likely to bring matters advertised by that method to the attention of substantially all residents in the area to which the bylaw, resolution or other thing relates or in which the meeting or hearing is to be held;

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

1. SHORT TITLE

1.1. This Bylaw may be referred to as the "Public Notification Bylaw."

2. DEFINITIONS

2.1. In this bylaw:

2.1.1. "Act" means the *Municipal Government Act*, RSA 2000 c M-26

2.1.2. "Summer Village" means the Summer Village of White Sands

2.1.3. "CAO" means Chief Administrative Officer of the Summer Village of White Sands.

3. ADVERTISING METHOD

3.1. Any notice required to be advertised under section 606 of the Act of a Bylaw, resolution, meeting, public hearing, or other thing may be given, in accordance with the timelines prescribed in section 606.

electronically by posting the notice prominently on the Summer Village's official website.

[and/or]

electronically by posting the notice prominently on any of the Summer Village's official social media sites.

[and/or]

electronically by posting the notice prominently through the Summer Village's newsletter subscription list.

[and/or]

by posting the notice prominently on the bulletin board provided for that purpose in the following municipal facilities: Administrative Office.

[and/or]

by post mail

[and/or]

by publishing at least once a week for two consecutive weeks in at least one newspaper or other publication circulating in the area to which the proposed bylaw, resolution or other thing relates, or in which the meeting or hearing is being held.

[and/or]

~~at the discretion of the Summer Village CAO be advertised by other means determined appropriate~~

3.2 _____ Council must choose a minimum of two advertising methods as listed or at the direction of council to the CAO.

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4. SEVERABILITY

4.1. Should any provision of this Bylaw be deemed invalid then such invalid provision will be severed from this Bylaw and such severance will not affect the validity of the remaining portions of this Bylaw, except to the extent necessary to give effect to such severance.

5. EFFECTIVE DATE

5.1. This Bylaw shall come into force and take effect on the day of the third reading and signing thereof.

READ a First time this 12th day of February 2025.

PUBLIC HEARING held on this 9th day of April, 2025.

READ a Second time this 9th day of April, 2025.

READ a Third time this _____ day of _____ 2025.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Meeting:	Regular Council
Meeting Date:	May 14, 2025
Originated By:	
Title:	Xplore Inc Municipal Access Agreement - Internet
Agenda Item Number:	7.1

BACKGROUND/PROPOSAL:

At a meeting with the municipality on April 22, 2025, Xplornet confirmed that construction will begin this year to expand high-speed Internet access within the community. The project is funded through the \$3.225 billion Universal Broadband Fund (UBF)—a federal initiative aimed at delivering reliable Internet speeds of 50 Mbps download and 10 Mbps upload to underserved rural and remote areas.

This initiative is part of the Government of Canada’s broader commitment to improving digital infrastructure in communities that currently lack adequate high-speed connectivity

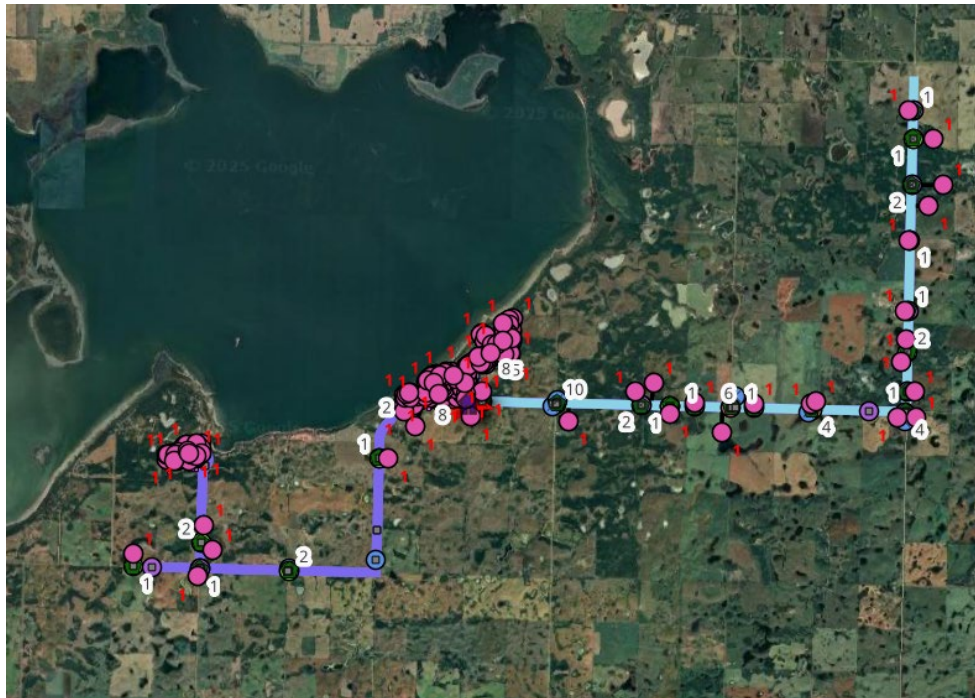
DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

As part of the implementation, Xplornet will enter into a Municipal Access Agreement (MAA) with the municipality. This agreement will be consistent with existing arrangements in place with other utility providers (e.g., power, telephone, and gas) and will govern the construction, maintenance, and operation of fibre optic infrastructure within municipal rights-of-way.

The following concerns were raised by the municipality and have been addressed by Xplornet:

1. Traceability of Fibre Lines: All fibre lines must be identifiable for "First Call" utility locate requests. Xplornet has confirmed compliance with this requirement.
2. Direct Service to Municipal Buildings: A dedicated service line will be installed to all municipally owned facilities, including the Shop, Hall, Office, and Water Station.
3. Access Agreement: Xplornet will formalize a Municipal Access Agreement that addresses all aspects of construction, operation, and maintenance, aligning with protocols used for other utilities.

The **attached maps** illustrate the designated service area included in this phase of the Universal Broadband Fund project. Once the primary infrastructure is in place, opportunities for future expansion will be evaluated based on resident demand and technical or financial feasibility



COSTS/SOURCE OF FUNDING (if applicable)

No cost to the municipality

RECOMMENDED ACTION:

Council approve the Mayor and CAO sign a municipal access agreement with Xplornet.

Initials show support – Reviewed By: CAO	CAO: _____
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MUNICIPAL ACCESS AGREEMENT

This Municipal Access Agreement shall be effective as of the 14th day of May, 2025 (the “**Effective Date**”).

B E T W E E N:

Xplore Inc.

- and -

Summer Village of White Sands
(the “**Municipality**”)

(each, a “**Party**” and, collectively, the “**Parties**”)

RECITALS

WHEREAS the Company is a “telecommunications common carrier” as defined in the *Telecommunications Act*, S.C. 1993, c.38 (“**Telecom Act**”) or “distribution undertaking” as defined in the *Broadcasting Act*, S.C. 1991, c.11 (collectively, a “**Carrier**”) and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the “**CRTC**”);

AND WHEREAS, in order to operate as a Carrier, the Company requires to construct, maintain and operate its Equipment in, on, over, under, across or along (“**Within**”) the highways, streets, road allowances, lanes, bridges or viaducts which are under the jurisdiction of the Municipality (collectively, “**Rights-of-Way**” or “**ROWS**”) or other public places as agreed to by the Parties;

AND WHEREAS, pursuant to section 43 of the Telecom Act, the Company requires the Municipality’s consent to construct its Equipment Within the ROWs and the Municipality is willing to grant the Company a non-exclusive right to access and use the ROWs; provided that such use will not unduly interfere with the public use and enjoyment of the ROWs, nor any rights or privileges previously conferred or conferred after the Effective Date by the Municipality on Third Parties to use or access the ROWs;

AND WHEREAS the Parties have agreed that it would be mutually beneficial to outline the terms and conditions pursuant to which the Municipality hereby provides its consent;

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions.

- (a) “**Affiliate**” means:
 - i. in the case of the Company, “affiliate” as defined in the *Canada Business Corporations Act* that is also a Carrier.
 - ii. in the case of the Municipality, a local board, agency or commission of the Municipality or a corporation which is partially or solely owned by, and is controlled by, the Municipality, and which has as a primary purpose, the management and maintenance of the ROWs.
- (b) “**Company**” shall mean Xplore Inc. and its subsidiaries and shall include an individual, an association, a partnership or a corporation or any other agents, contractor and subcontractors carrying out any works for the Company as described in the Second part of this agreement.
- (c) “**Emergency**” means an unforeseen situation where immediate action must be taken to preserve the environment, public health, safety or an essential service of either of the Parties.
- (d) “**Hazardous Substance**” means any harmful substance including, without limitation, electromagnetic or other radiation, contaminants, pollutants, dangerous substances, dangerous goods and toxic substances, as defined, judicially interpreted or identified in any applicable law (including the common law).
- (e) “**Equipment**” means the transmission and distribution facilities owned by the Company and its Affiliates, comprising fibre optic, coaxial or other nature or form of cables, pipes, conduits, poles, ducts, manholes, handholds and ancillary structures and equipment located Within the ROWs.
- (f) “**Municipal Consent**” means the written consent of the Municipality, with or without conditions, to allow the Company to perform Work Within the ROWs that requires the excavation or breaking up of the ROWs (as more fully described in **Schedule B**).
- (g) “**Municipal Representative**” means the Director, Infrastructure Services of the Municipality or the individual designated by him or her.
- (h) “**Municipality’s Costs**” means the reasonable and verifiable costs and expenses of the Municipality, including the cost of labour and materials, plus a reasonable overhead charge of 15%.
- (i) “**Permit**” means a Municipal Consent.

- (j) “**Service Drop**” means a cable that, by its design, capacity and relationship to other cables of the Company, can be reasonably considered to be for the sole purpose of connecting backbone of the Equipment to not more than one individual customer or building point of presence or property.
- (k) “**Third Party**” means any person that is not a party to this Agreement nor an Affiliate of either Party, and includes any person that attaches its facilities in, on or to the Equipment under an agreement with the Company.
- (l) “**Work**” means, but is not limited to, any installation, removal, construction, maintenance, repair, replacement, relocation, operation, adjustment or other alteration of the Equipment performed by the Company Within the ROWs, including the excavation, repair and restoration of the ROWs.

1.2. **Recitals and Schedules.** The beginning part of this Agreement entitled “Recitals” and the following schedules are annexed to this Agreement and are hereby incorporated by reference into this Agreement and form part hereof:

Schedule A - Fees and Charges Payable by the Company
Schedule B – Permits Required by the Municipality

2. USE OF ROWs

- 2.1. **Consent to use ROWs.** The Municipality hereby consents to the Company's use of the ROWs for the purpose of performing its Work, subject to the terms and conditions of this Agreement and in accordance with all applicable municipal by-laws, rules, policies, standards and guidelines ("**Municipal Guidelines**") pertaining to the Equipment and the use of the ROWs.
- 2.2. **Proviso.** Notwithstanding **Section 2.1** and any other provisions of this Agreement, to the extent that any of the Municipal Guidelines are inconsistent with the terms of this Agreement or applicable Federal law, the Company shall not be required to comply with such Municipal Guidelines.
- 2.3. **Scope of municipal consent.** The Company shall not, in the exercise of its rights under this Agreement, unduly interfere with the public use and enjoyment of the ROWs.
- 2.4. **No ownership rights.** The Parties acknowledge and agree that:
- (a) the use of the ROWs under this Agreement shall not create nor vest in the Company any ownership or property rights in the ROWs; and
 - (b) the placement of the Equipment Within the ROWs shall not create or vest in the Municipality any ownership or property rights to the Equipment.
- 2.5. **Condition of ROWs.** The Municipality makes no representations or warranties as to the state of repair of the ROWs or the suitability or fitness of the ROWs for any business, activity or purpose whatsoever, and the Company hereby agrees to accept the ROWs on an "as is" basis.

3. PERMITS TO CONDUCT WORK

- 3.1. **Where Permits required.**
- (a) Subject to **Section 3.5**, Work Within the ROWs by the Company is subject to the authorization requirements of the Municipality as set out in **Schedule B**.
 - (b) For each Permit required above, the Company shall submit to the Municipality a completed application, in a form specified by the Municipality and including the applicable fee set out in **Schedule A**.
 - (c) Subject to **Section 3.4**, the Municipality will issue the applicable Permits within 21 days of receiving a complete Application, or such other time as agreed to by the Parties having regard to the complexity of the Work covered by the Application and the volume of Permit Applications before the Municipality at that time.

- 3.2. **Expiry of Permit.** In the event that the Company has not commenced construction of the approved Work associated with a particular Permit within 12 months of the date of issuance of the Permit, and has not sought and received an extension to the Permit from the Municipality, which extension shall not be unreasonably withheld, the Permit shall be null and void. In such circumstances, any fees paid by the Company in respect of the expired Permit shall not be refunded and the Company must obtain a new Permit for the Work.
- 3.3. **Submission of plans.** Unless otherwise agreed to by the Municipality, the Company shall, prior to undertaking any Work that requires a Municipal Consent, submit the following to the Municipal Representative:
- (a) construction plans of the proposed Work, showing the locations of the proposed and existing Equipment and other facilities, and specifying the boundaries of the area within the Municipality within which the Work is proposed to take place; and
 - (b) all other relevant plans, drawings and other information as may be normally required by the Municipal Representative from time to time for the purposes of issuing Permits.
- 3.4. **Refusal to issue Permits.** In case of conflict with any *bona fide* municipal purpose, including reasons of public safety and health, conflicts with existing infrastructure, proposed road construction, or the proper functioning of public services, all as identified in writing to the Company by the Municipality, the Municipality may request amendments to the plans referred to in [Section 3.3](#) or may choose to refuse to issue a Permit in accordance with [Section 3.1](#).
- 3.5. **Restoration of the Company's service during Emergencies.** Notwithstanding [Section 3.1](#), in the event of an Emergency, the Company shall be permitted, provided that the Company gives notice to the Municipality as soon as reasonably practicable, to perform such remedial Work as is reasonably necessary to restore its services without complying with [Section 3.1](#).
- 3.6. **Temporary changes by Municipality.** Notwithstanding any other provision in this Agreement, the Municipality reserves the right to set, adjust or change the approved schedule of Work by the Company for the purpose of coordinating or managing any major events or activities, including the restriction of any Work during those restricted time periods; provided however, that any such adjustment or change shall be conducted so as minimize interruption to the Company's operations. The Municipality shall use its commercially reasonable efforts to provide to the Company forty-eight (48) hours advance written notice of any change to the approved schedule of Work, except that, in the case of any Emergency, the Municipality shall provide such advance notice as is reasonably possible in the circumstances.

4. MANNER OF WORK

- 4.1. **Compliance with Applicable Laws, etc.** All Work shall be conducted and completed to the satisfaction of the Municipality and in accordance with:
- (a) the applicable laws (and, in particular, all laws and codes relating to occupational health and safety);
 - (b) the Municipal Guidelines;
 - (c) this Agreement; and
 - (d) the applicable Permits issued under **Section 3.1**.
- 4.2. **Stoppage of Work.** The Municipality may order the stoppage of the Work for any *bona fide* municipal purpose or cause relating to public health and safety or any circumstances beyond its control. In such circumstances, the Municipality shall provide the Company with a verbal order and reasons to stop the Work and the Company shall cease the Work immediately. Within two (2) business days of the verbal order, the Municipality shall provide the Company with a written stop work order with reasons. When the reasons for the Work stoppage have been resolved, the Municipality shall advise the Company immediately that it can commence the Work.
- 4.3. **Coordination of Work.** The Company shall use its reasonable efforts to minimize the necessity for road cuts, construction and the placement of new Equipment Within the ROW by coordinating its Work and sharing the use of support structures with other existing and new occupants of the ROWs.
- 4.4. **Utility co-ordination committee.** The Company shall participate in a utility co-ordination committee established by the Municipality and contribute to its equitable share of the reasonable costs of the operation and administration of the committee as approved by such committee.
- 4.5. **Emergency contact personnel.** The Company and the Municipality shall provide to each other a list of 24-hour emergency contact personnel, available at all times, including contact particulars, and shall ensure that the list is kept current.
- 4.6. **Emergency work by Municipality.** In the event of an Emergency, the Municipality shall as soon as reasonably practicable contact the Company and, as circumstances permit, allow the Company a reasonable opportunity to remove, relocate, protect or otherwise deal with the Equipment, having regard to the nature of the Emergency. Notwithstanding the foregoing, the Municipality may take all such measures it deems necessary to address the Emergency and otherwise re-establish a safe environment, and the Company shall pay the Municipality's Costs that are directly attributable to the Work or the presence of the Equipment in the ROWs.

- 4.7. **“As-built” drawings.** Where required by the Municipality, the Company shall, no later than 90 days after completion of any Work provide the Municipal Representative with accurate “as-built” drawings, prepared in accordance with such standards as may be required by the Municipal Representative, sufficient to accurately establish the plan, profile and dimensions of the Equipment installed Within the ROWs. Such drawings shall only be used for the purposes of facilitating the Municipal Representative’s conduct of planning and issuance of Work permits. The “as-constructed” drawings must be protected through reasonable measures and must not be shared beyond those who require it for the purposes described above, nor must they be used for any other purpose or combined with other information.
- 4.8. **Where Equipment is located incorrectly.** Where the location of any portion of the Equipment in a ROW is located outside a distance of 1.00m horizontally (centre-line to centre-line) from the location approved in the Permit or as shown on the as-built drawings (as accepted by the Municipality) and, as a result, the Municipality is unable to install its facilities Within the affected ROWs in the manner it expected based on the Permit or as-built drawings (the “**Conflict**”), the following shall apply:
- a) The Municipality shall notify the Company of the Conflict, and the Company shall, in consultation with the Municipality, attempt to resolve the Conflict.
 - b) If the Company is unable to resolve the Conflict in a reasonable period time, taking into consideration the circumstances of the situation, then the Company shall pay the Municipality the Municipality’s Costs as a direct result of the Conflict.
- 4.9. **Agents and Sub-contractors.** Each Party agrees to work with the other Party directly to resolve any issues arising from any the acts, omissions or performance of its agents and sub-contractors.

5. REMEDIAL WORK

- 5.1. **General.** Following the completion of any Work, the Company shall leave the ROW in a neat, clean, and safe condition and free from nuisance, all to the satisfaction of the Municipality. Subject to **Section 5.4**, where the Company is required to break or otherwise disturb the surface of a ROW to perform its Work, it shall repair and restore the surface of the ROW to substantially the same condition it was in before the Work was undertaken, all in accordance with the Municipal Guidelines and to the satisfaction of the Municipal Representative.
- 5.2. **Permanent Road Restoration.** If the Company has excavated, broken up or otherwise disturbed the surface of a ROW, the requirements for the Company completing the road restoration work will vary depending on if and when pavement has been recently repaved or overlaid, as follows:

- (a) if pavement has been repaved or overlaid during the five-year period immediately prior to the date of issuance of the Permit, then the Municipality may require that the Company grind and overlay the full lane width of pavement in the ROW;
- (b) if pavement has been repaved or overlaid during the two-year period immediately prior to the date of issuance, then the Municipality may require that the Company grind and overlay the full width of the pavement in the ROW;
- (c) in either **subsections (a)** or **(b)** above, if Third Parties, including the Municipality as a provider of services to the public, has excavated, broken up or otherwise disturbed the pavement to be ground and overlaid, the costs of that grind and overlay will be apportioned between the Company and the Third Parties on the basis of the area of their respective cuts;
- (d) if the Municipality has required the Company to grind and overlay under either **subsections (a)** or **(b)** above, the Company will have no obligation to pay Pavement Degradation fees under **Schedule A** in relation to that pavement.

5.3. **Temporary repair.** Where weather limitations or other external conditions beyond the control of the Company do not permit it to complete a final repair to the ROW, the Company may complete a temporary repair to the ROW; provided that, subject to **Section 5.54**, the Company replaces the temporary repair with a final repair within a reasonable period of time. All repairs to the ROW by the Company shall be performed in accordance with the Municipal Guidelines and to the satisfaction of the Municipality.

If a temporary repair gives rise to an unsafe condition, then this shall be deemed to constitute an Emergency and the provisions of **Section 4.5** shall apply.

5.4. **Warranty for repairs.** The Company warrants its temporary repair, to the satisfaction of the Municipality until such time as the final repair is completed by the Company, or, where the Municipality is performing the final repair, for a period of one year or until such time as the final repair is completed by the Municipality, whichever is earlier. The Company shall warrant its final repairs for a period of two (2) years from the date of their completion.

5.5. **Repairs completed by Municipality.** Where:

- (a) the Company fails to complete a temporary repair to the satisfaction of the Municipality within 72 hours of being notified in writing by the Municipality, or such other period as may be agreed to by the Parties; or
- (b) the Company and the Municipality agree that the Municipality should perform the repair,

then the Municipality may effect such work necessary to perform the repair and the Company shall pay the Municipality's Costs of performing the repair.

6. LOCATING FACILITIES IN ROWs

- 6.1. **Locates.** The Company agrees that, throughout the Term it shall, at its own cost, record and maintain adequate records of the locations of its Equipment. Each Party shall, at its own cost and at the request of the other Party (or its contractors or authorized agents), physically locate its respective facilities by marking the ROW using paint, staking or other suitable identification method (“**Locates**”), under the following circumstances:
- (a) In accordance with provincial legislation; or
 - (b)
 - i. in the event of an Emergency, within two hours of receiving the request or as soon as practicably possible, following which the requesting Party will ensure that it has a representative on site (or alternatively, provide a contact number for its representative) to ensure that the area for the Locates is properly identified; and
 - ii. in all other circumstances, within a time reasonably agreed upon by the Parties.
- 6.2. **Provision of Mark-ups.** The Parties agree to respond within 15 days to any request from the other Party for a mark-up of municipal infrastructure or Equipment design drawings showing the location of any portion of the municipal infrastructure or Equipment, as the case may be, located within the portion of the ROWs shown on the plans (the “**Mark-ups**”), and shall provide such accurate and detailed information as may be reasonably required by the requesting Party.

7. RELOCATION OF PLANT

- 7.1. **General.** Where the Municipality requires and requests the Company to relocate its Equipment for bona fide municipal purposes, the Municipality shall notify the Company in writing and the Company shall, within such time as agreed to by the Parties having regard to the schedules of the Parties and the nature of the relocation required, perform the relocation and any other required and associated Work.
- 7.2. **Municipality’s efforts.** The Municipality will make good faith efforts to provide alternative routes for the Equipment affected by the relocation to ensure uninterrupted service to the Company’s customers. Once the Company has provided the Municipality with all information the Municipality requires to enable it to process a Permit application, the Municipality shall provide, on a timely basis, all Permits required to allow the Company to relocate the Equipment.
- 7.3. **Apportionment of the Company’s relocation costs.** The Municipality and the Company shall equally share the cost of labour incurred by the Company in performing the relocation. The Municipality shall reimburse the Company for its share of such costs.

For the purposes of this Agreement, cost of labour includes the following:

- a) the actual wages paid to all workers up to and including the foremen for their time actually spent on the work and in travelling to and from the work, and the cost of food, lodging and transportation for such workers where necessary for the proper carrying out of the work,
- b) the cost to the Company of contributions related to such wages in respect of workers' compensation, vacation pay, unemployment insurance, pension or insurance benefits and other similar benefits,
- c) the cost of using mechanical labour-saving equipment in the work,
- d) necessary transportation charges for equipment used in the work, and
- e) the cost of explosives.

7.4. **Equipment affected by Municipality's Capital Works Plan.** Prior to the issuance of a Permit, the Municipality will advise the Company in writing whether the Company's proposed location for new Equipment will be affected by the Municipality's 5-year capital works plan (the "Capital Works Plan"). If the Municipality advises that the new Equipment will be so affected and the Company, despite being advised of such, requests the Municipality to issue the Permit, then the Municipality may issue a conditional Permit stating that, if the Municipality requires, pursuant to any project identified in the Capital Works Plan as of the date of approval, the Company to relocate the Equipment within 5 years of the date of the Permit, the Company will be required to relocate the Equipment at its own cost, notwithstanding [Section 7.3](#).

7.5. **Beautification.** Notwithstanding [Section 7.3](#), the Municipality will be solely responsible for and reimburse the Company all of its direct costs associated with any aspect of a relocation that is required for a beautification or aesthetic purpose.

7.6. **Municipality not responsible for Third Party Relocation Costs.**

Unless otherwise agreed to between the Municipality and the Third Party, in no event shall the Municipality be responsible under this Agreement for:

- (a) the costs of the Company to relocate Equipment at the request of a Third Party; or
- (b) the costs of relocating the facilities of a Third Party installed on or in the Equipment.

7.7. **Company not responsible for Third Party Relocation Costs.**

Unless otherwise agreed to between the Company and the Third Party, in no event shall the Company be responsible under this Agreement for:

- (a) the costs of the Company to relocate Equipment at the request of a Third Party; or

- (b) the costs of relocating the facilities of a Third Party installed on or in the Equipment.
- 7.8. **Equipment adjustments.** Adjustment of Equipment located in the ROW to accommodate a regrading, elevation adjustment or resurfacing activity by the Municipality is considered relocation, and the allocation of costs is to be determined in accordance with [Section 7.3](#).
- 7.9. **Equipment Upgrades.** Unless otherwise agreed to by the Parties, relocation costs shall not include the installation of any Equipment by the Company for the purpose of providing an upgraded service, which shall be at the sole cost of the Company. The Parties agree that the relocation costs to be allocated between the parties shall be based on the use of the same approximate quantity, quality and type of Equipment and manner of construction for the new installation as was used for the original, subject to any adjustments required due to:
- (a) technological change or industry construction methods;
 - (b) the need for an installation of greater length or other modifications due to, for example, space constraints or the presence of third party equipment; or
 - (c) the undergrounding of aerial Equipment where required as part of the relocation where cost sharing is permitted under this Agreement.
- 7.10. **Relocation performed by Municipality.** If the Company fails to complete the relocation in accordance with [Section 7.1](#) of the Agreement, the Municipality may, at its option, upon reasonable final notice to the Company, complete such relocation and the allocation of costs is to be determined in accordance with [Section 7.3](#).

8. FEES AND OTHER CHARGES

- 8.1. **General.** The Company covenants and agrees to pay to the Municipality the fees, charges and Municipality's Costs in accordance with this Agreement, including the fees and charges set out in [Schedule A](#).
- 8.2. **Invoices.** Unless expressly provided elsewhere in this Agreement, where there are any payments to be made under this Agreement, the Party requesting payment shall first send a written invoice to the other Party, setting out in detail all amounts owing, including any applicable provincial and federal taxes and interest payable on prior overdue invoices, and the payment terms. The Parties agree that all payments shall be made in full by no later than 60 days after the date of the invoice was received.
- 8.3. **Payment of taxes.** The Company shall pay, and shall expressly indemnify and hold the Municipality harmless from, all taxes lawfully imposed now or in the future by the Municipality or all taxes, rates, duties, levies or fees lawfully imposed now or in future

by any regional, provincial, federal, parliamentary or other governmental body, corporate authority, agency or commission (including, without limitation, school boards and utility commissions) but excluding the Municipality, that are attributable to the Company's use of the ROW.

9. TERM AND TERMINATION

- 9.1. **Initial term and renewal.** This Agreement shall have an initial term of 5 years commencing on the Effective Date and shall be renewed automatically for successive 5 year terms unless:
- (a) this Agreement is terminated by either Party in accordance with this Agreement;
 - (b) a Party delivers initial notice of non-renewal to the other Party at least 180 days prior to the expiration of the then current term; or
 - (c) this Agreement is replaced by a New Agreement (as defined below) between the Parties.
- 9.2. **Termination by either Party.** Either Party may terminate this Agreement without further obligation to the other Party, upon providing at least twenty-four (24) hours' notice in the event of a material breach of this Agreement by the other Party after notice thereof and failure of the other Party to remedy or cure the breach within thirty (30) days of receipt of the notice. If, however, it is not reasonably possible to remedy or cure the breach within such thirty (30) day period, then the breaching Party shall commence to remedy or cure the breach within such thirty (30) day period and shall complete the remedy or cure within a time period agreed upon by the Parties.
- 9.3. **Termination by Municipality.** The Municipality may terminate this Agreement by providing the Company with at least twenty-four (24) hours' written notice in the event that:
- (a) the Company becomes insolvent, makes an assignment for the benefit of its creditors, has a liquidator, receiver or trustee in bankruptcy appointed for it or becomes voluntarily subject as a debtor to the provisions of the *Companies' Creditors Arrangement Act* or the *Bankruptcy and Insolvency Act*;
 - (b) the Company assigns or transfers this Agreement or any part thereof other than in accordance with **Section 16.7**; or
 - (c) the Company ceases to be eligible to operate as a Carrier.
- 9.4. **Obligations and rights upon termination or expiry of Agreement.** Notwithstanding any other provision of this Agreement, if this Agreement is terminated (other than in accordance with **Sections 9.2** and **9.3**) or expires without renewal, then, subject to the Company's rights to use the ROWs pursuant to the Telecom Act and, unless the

Company advises the Municipality in writing that it no longer requires the use of the Equipment:

- (a) the terms and conditions of this Agreement shall remain in full force and effect until a new municipal access agreement (a “**New Agreement**”) is executed by the Parties; and
- (b) the Parties shall enter into meaningful and good faith negotiations to execute a New Agreement and, if, after six (6) months following the expiry of this Agreement, the Parties are unable to execute a New Agreement, then either Party may apply to the CRTC to establish the terms and conditions of the New Agreement.

9.5. **Removing abandoned Equipment.** Where the Company advises the Municipality in writing that it no longer requires the use of any Equipment, the Company shall, at the Municipality’s request and within a reasonable period of time as agreed to by the Parties, act as follows at the Company’s sole cost and expense:

- (a) Remove the abandoned Equipment that is above ground;
- (b) Subject to (c) immediately below, make safe any underground vaults, manholes and any other underground structures that are not occupied or used by a Third Party, (collectively “**Abandoned Underground Structures**”);
- (c) Where, in the reasonable opinion of the Municipal Representative, the Abandoned Underground Structures will interfere with any municipally-approved project that will require excavation or otherwise disturb the portions of the ROWs in which the Abandoned Underground Structures are located, then the Company shall, at or about the time the excavation of such portions of the ROWs for said project commences, remove the Abandoned Underground Structures therein.

Upon removal of the abandoned Equipment or upon the removal or making safe of Underground Structures, the Company shall repair any damage resulting from such removal or making safe and restore the affected ROWs to the condition in which they existed prior to the removal or making safe. If the Company fails to remove such Equipment and restore the ROWs within the time specified above and to the satisfaction of the Municipal Representative, the Municipality may complete such removal and restoration and the Company shall pay the associated Municipality’s Costs.

9.6. **Continuing obligations.** Notwithstanding the expiry or earlier termination of this Agreement, each Party shall continue to be liable to the other Party for all payments due and obligations incurred hereunder prior to the date of such expiry or termination.

10. INSURANCE

- 10.1. **General.** Throughout the term of this Agreement and any renewals or extension thereto, the Company shall maintain, at its sole expense, insurance in any amount and description as described below to protect the Company, and the Municipality solely to the extent of the Municipality's rights as additional insured under the comprehensive general liability occurrence-based insurance, from claims for damages for bodily injury (including death) and property damage which may arise from the Company's operation under this Agreement, and its employees, contractors and agents while engaged in the Work.
- 10.2. **General liability occurrence-based insurance.** Without limiting the generality of the foregoing the Company shall obtain and maintain comprehensive general liability occurrence-based insurance coverage which:
- (a) Covers for including but not limited to personal injury, bodily injury and contractual liability and property damage in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence. Excess of umbrella insurance may be used to achieve the required insured limits;
 - (b) Includes the Municipality as an additional insured under the comprehensive general liability occurrence-based insurance policy (except for non-owned automobile liability);
 - (c) Contains cross liability and severability of interest clauses; and
 - (d) Shall be no less than IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy).
- 10.3. **Insurance certificates.** As soon as possible after the execution of this Agreement, the Company shall provide the Municipality with certificates of insurance in respect of the required comprehensive general liability occurrence-based insurance evidencing the cross liability and severability clauses and recognizing the Municipality as an "additional insured". Thereafter, the Company shall provide the Municipality with evidence of all renewals upon request.

11. LIABILITY AND INDEMNIFICATION

- 11.1. **Definitions.** For the purposes of this [Article 11](#), the following definitions shall apply:
- (a) "**Municipality**" means the Municipality and its elected and appointed officials, officers, employees, contractors, agents, successors and assigns;
 - (b) "**Company**" means the Company and its directors, officers, employees, contractors, agents, successors and assigns;
 - (c) "**Claims**" means any and all claims, actions, causes of action, complaints,

demands, suits or proceedings of any nature or kind;

- (d) “**Losses**” means, in respect of any matter, all losses, damages, liabilities, deficiencies, Costs and expenses; and
- (e) “**Costs**” means those costs (including, without limitation, all legal and other professional fees and disbursements, interest, liquidated damages and amounts paid in settlement, whether from a third party or otherwise) awarded in accordance with the order of a court of competent jurisdiction, the order of a board, tribunal or arbitrator or costs negotiated in the settlement of a claim or action.

11.2. **No liability, Municipality.** Except for Claims or Losses arising, in whole or in part, from the negligence or wilful misconduct of the Municipality, the Municipality shall not:

- (a) be responsible, either directly or indirectly, for any damage to the Equipment howsoever caused; and
- (b) be liable to the Company for any Losses whatsoever suffered or incurred by the Company,

on account of any actions or omissions of the Municipality under this Agreement.

11.3. **No liability, both Parties.** Notwithstanding anything else in this Agreement, neither Party shall be liable to any person in any way for special, incidental, indirect, consequential, exemplary or punitive damages, including damages for pure economic loss or for failure to realize expected profits, howsoever caused or contributed to, in connection with this Agreement and the performance or non-performance of its obligations hereunder.

11.4. **Indemnification by the Company.** Except for Claims or Losses arising from the negligence or willful misconduct of the Municipality, the Company shall indemnify, defend and save harmless the Municipality from and against any and all Third Party Claims or Losses that are caused by, resulting from or attributable to the gross negligence or willful misconduct of the Company or its employees, servants or agents and that the Municipality may suffer or incur arising from:

- a) The Company’s exercise of any of its rights under this Agreement;
- b) The Company’s performance of any Work Within the ROWs and the operation or use of the Equipment by the Company or any other person;
- c) The Company undertaking any activity Within the ROWs which is ancillary to the Company’s exercise of its rights under this Agreement; and
- d) Any breach of this Agreement by the Company.

11.5. **Indemnification by Municipality.** Except for Claims or Losses from the negligence or willful misconduct of the Company, the Municipality shall indemnify, defend and save

harmless the Company from and against all Third Party Claims or Losses that the Company may suffer or incur arising from:

- a) Any damage to property (including property of the Company);
- b) Any injury to individuals (including injury resulting in death), including the Company's employees, servants, agents, licensees and invitees; and
- c) Any breach of this Agreement by the Municipality, caused by, resulting from or attributable to the gross negligence or willful misconduct of the Municipality or its employees, servants or agents.

12. ENVIRONMENTAL LIABILITY

12.1. **Municipality not responsible.** The Municipality is not responsible, either directly or indirectly, for any damage to the natural environment or property, including any nuisance, trespass, negligence, or injury to any person, howsoever caused, arising from the presence, deposit, escape, discharge, leak, spill or release of any Hazardous Substance in connection with the Company's occupation or use of the ROWs, unless such damage was caused directly or indirectly by the negligence or wilful misconduct of the Municipality or those for which it is responsible in law.

12.2. **Company to assume environmental liabilities.** The Company agrees to assume all environmental liabilities, claims, fines, penalties, obligations, costs or expenses whatsoever relating to its use of the ROWs, including, without limitation, any liability for the clean-up, removal or remediation of any Hazardous Substance on or under the ROWs that result from:

- (a) the occupation, operations or activities of the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company Within the ROWs; or
- (b) any Equipment brought or placed Within the ROWs by the Company, its contractors, agents or employees or by any person with the express or implied consent of the Company;

unless such damage was caused directly or indirectly in whole or in part by the negligence or wilful misconduct on the part of the Municipality or those for which it is responsible in law.

13. FORCE MAJEURE

Except for the Parties' obligations to make payments to each other under this Agreement, neither Party shall be liable for a delay in its performance or its failure to perform hereunder due to causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, or other catastrophes; government, legal or statutory restrictions on forms of commercial activity; or order of any civil or military authority; national emergencies, insurrections, riots or wars or strikes, lock-outs or work stoppages (“**Force**

Majeure”). In the event of any one or more of the foregoing occurrences, notice shall be given by the Party unable to perform to the other Party and the Party unable to perform shall be permitted to delay its performance for so long as the occurrence continues. Should the suspension of obligations due to Force Majeure exceed two (2) months, either Party may terminate this Agreement without liability upon delivery of notice to the other Party.

14. DISPUTE RESOLUTION

14.1. **General.** The Parties hereby acknowledge and agree that:

- (a) this Agreement has been entered into voluntarily by the Parties with the intention that it shall be final and binding on the Parties until it is terminated or expires in accordance with its terms;
- (b) it is the intention of the Parties that all Disputes (as defined in **Section 14.2**) be resolved in a fair, efficient, and timely manner without incurring undue expense and, wherever possible, without the intervention of the CRTC; and
- (c) the CRTC shall be requested by the Parties to consider and provide a decision only with respect to those matters which form the basis of the original Dispute as set out in the Dispute Notice issued under this **Article 14**.

14.2. **Resolution of Disputes.** The Parties will attempt to resolve any dispute, controversy, claim or alleged breach arising out of or in connection with this Agreement (“**Dispute**”) promptly through discussions at the operational level. In the event a resolution is not achieved, the disputing Party shall provide the other Party with written notice of the Dispute and the Parties shall attempt to resolve such Dispute between senior officers who have the authority to settle the Dispute. All negotiations conducted by such officers shall be confidential and shall be treated as compromise and settlement negotiations. If the Parties fail to resolve the Dispute within thirty (30) days of the non-disputing Party’s receipt of written notice, either Party may initiate legal proceedings and/or submit the Dispute to the CRTC for resolution.

14.3. **Continued performance.** Except where clearly prevented by the nature of the Dispute, the Municipality and the Company agree to continue performing their respective obligations under this Agreement while a Dispute is subject to the terms of this **Article 14**.

15. NOTICES

15.1. **Method of Notice.** Any notice required may be sufficiently given by personal delivery or, if other than the delivery of an original document, by email transmission to either Party at the following addresses:

If to the Municipality:
Mailing Address:

Summer Village of White Sands
Attn: Chief Administrative Officer
Box 119
Stetter, Alberta, T0C 2L0
Email: cao@whitesandsab.ca

With a copy to:
Office Location Drop Off:

Summer Village of White Sands
Attn: Chief Administrative Officer
8 Front Street
White Sands, Alberta

If to the Company:
Xplore Inc.
Attn: Vice President, Legal
625 Cochrane Drive, Suite 1000
Markham, ON L3R 9R9
Email: legal@xplore.ca

With a copy to:
Xplore Inc.
Attn: Vice President, Network Build
Address: 625 Cochrane Drive, Suite 1000
Markham, ON L3R 9R9
Email: Chris.Tsakopoulos@xplore.ca

- 15.2. **Delivery of notice.** Any notice given pursuant to [Section 15.1](#) shall be deemed to have been received on the date on which it was delivered in person, or, if transmitted by facsimile during the regular business hours of the Party receiving the notice, on the date it was transmitted, or, if transmitted by facsimile outside regular business hours of the Party receiving the notice, on the next regular business day of the Party receiving the notice; provided, however, that either Party may change its address and/or facsimile number for purposes of receipt of any such communication by giving ten (10) days' prior written notice of such change to the other Party in the manner described above.
- 15.3. **Alternative Method of Notice.** Any notice may also be given by email at the email addresses noted in [Section 15.1](#). Notice by email shall be effective on the date of its delivery.

16. GENERAL

- 16.1. **Entire agreement.** This Agreement, together with the Schedules attached hereto, constitutes the complete and exclusive statement of the understandings between the Parties with respect to the rights and obligations hereunder and supersedes all proposals and prior agreements, oral or written, between the Parties.
- 16.2. **Gender and number.** In this Agreement, words importing the singular include the plural and vice versa, words importing gender, include all genders.

- 16.3. **Sections and headings.** The division of this Agreement into articles, sections and subsections and the insertion of headings are for convenience of reference only and do not affect the interpretation of this Agreement. Unless otherwise indicated, references in this Agreement to an article, section, subsection or schedule are to the specified article, section or subsection of or schedule to this Agreement.
- 16.4. **Statutory references.** A reference to a statute includes all regulations and rules made pursuant to the statute and, unless otherwise specified, the provisions of any statute or regulation which amends, supplements or supersedes the statute or the regulation.
- 16.5. **Including.** Where the word “including” or “includes” is used in this Agreement it means “including (or includes) without limitation as to the generality of the foregoing”.
- 16.6. **Currency.** Unless otherwise indicated, references in this Agreement to money amounts are to the lawful currency of Canada.
- 16.7. **Assignment.** This Agreement may not be assigned, in whole or in part, without the prior written consent of the other Party. Notwithstanding the foregoing, the Company may assign this agreement to an Affiliate or in connection with an acquisition, corporate reorganization, or sale of all or substantially all of its assets without providing notice.
- 16.8. **Parties to act reasonably.** Each Party shall at all times act reasonably in the performance of its obligations and the exercise of its rights and discretion under this Agreement.
- 16.9. **Amendments.** Except as expressly provided in this Agreement, no modification of or amendment to this Agreement shall be effective unless agreed to in writing by the Municipality and the Company.
- 16.10. **Survival.** The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance thereof by the Parties hereto shall so survive the completion of performance, the expiration and termination of this Agreement, including, without limitation, provisions with respect to indemnification and the making of any and all payments due hereunder.
- 16.11. **Governing law.** This Agreement shall be governed by the laws of the Province of Ontario and all federal laws of Canada applicable therein.
- 16.12. **Waiver.** Failure by either Party to exercise any of its rights, powers or remedies hereunder or its delay to do so shall not constitute a waiver of those rights, powers or remedies. The single or partial exercise of a right, power or remedy shall not prevent its subsequent exercise or the exercise of any other right, power or remedy.
- 16.13. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision and everything else in this Agreement

shall continue in full force and effect

- 16.14. **Inurement.** This Agreement is and shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, successors, and permitted assigns, and may not be changed or modified except in writing, duly signed by the Parties hereto.
- 16.15. **Equitable Relief.** Either Party may, in addition to any other remedies it may have at law or equity, seek equitable relief, including without limitation, injunctive relief, and specific performance to enforce its rights or the other party's obligations under this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorized representatives.

MUNICIPALITY

COMPANY

Authorized Signatory:
Lorne Thurston
Mayor

Authorized Signatory:
Chris Tsakopoulos
Vice President, Network Build

Authorized Signatory:
Melissa Beebe
CAO

SCHEDULE A
FEES AND CHARGES PAYABLE BY THE COMPANY

Fees Payable by the Company to the Municipality

Fees payable by the Company to the Municipality shall be in accordance with **INSERT NAME OF BYLAW, IF APPLICABLE** as amended.

SCHEDULE B
PERMITS REQUIRED BY THE MUNICIPALITY

WORK ACTIVITY	MC¹	Notification only	No Permit or Notification
Any installation of Plant that requires Excavation ² in the ROW, including: <ul style="list-style-type: none"> – the installation of buried Plant crossing a road; – the installation of new Above-ground Equipment³; – the relocation of buried Plant or Above-ground Equipment; – the replacement of existing Above-ground Equipment with equipment that is significantly larger; and – the installation of buried Service Drops that cross a road or a break a hard surface of the ROW. 	X		
The installation of aerial Plant (excluding aerial Service Drops) – Excavation required	X		
The installation of aerial Plant (excluding aerial Service Drops) – No Excavation		X	
Tree trimming on ROWs		X	
The replacement of existing Above-ground Equipment without adding more Plant or significantly increasing its size (pole replacements excluded)			X
The installation of buried Service Drops that do not cross a road or break the hard surface of a ROW			X
Pulling cable through existing underground duct			X
The installation of or repair to aerial Service Drops			X
The maintenance, testing and repair of Plant where there is minimal physical disturbance or changes to the ROW			X
Any other Work activity agreed to by the Municipality			X

1 “**MC**” means Municipal Consent.

2 “**Excavation**” means the breaching or breaking up of the hard surface of the ROW, and includes activities such as day-lighting, test pitting, digging pits and directional boring but excludes hand-digging.

3 “**Above-ground Equipment**” means, in all cases above, any structure located on the surface of the ROW used to house or support the Plant, and includes cabinets, pedestals, poles and lamp poles but excludes aerial Plant.

Meeting:	Regular Council
Meeting Date:	May 14, 2025
Originated By:	Erin Weinzierl, Admin. Assiatant
Title:	Request for Hall Discount – Bar Harbour
Agenda Item Number:	7.2

BACKGROUND/PROPOSAL:

The Bar Harbour Camp operates youth camping programs during the summer months for persons between the ages of 6 and 17. Camps run during summer months, but the campsite itself is operational May 15th to October 15th as a rental facility for everything from camping to weddings, family reunions to birthdays. It is a registered non-profit organization supported by various communities in Central Alberta.

The camp is requesting a discounted rate for their pancake breakfast on May 17, 2025 at the White Sands Hall to help cover the additional cost to put on the fundraiser.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Currently there is no policy to waive or reduce rentals for non-profit organizations. Administration is looking for clarity on how to handle the request.

2024, White Sands Council waived the rental fee for the pancake breakfast.

The White Sands Hall Society holds in trust the rentals for the Summer Village of White Sands. These funds help with the costs of the hall or any requests that the Hall Society brings forward to Council.

COSTS/SOURCE OF FUNDING (if applicable)

If the rental fee is reduced or waived, then the funds would not be contributing to the maintenance or future projects of the Hall.

RECOMMENDED ACTION:

Initials show support – Reviewed By:	CAO: <u>MB</u>
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Bar Harbour Camp

Box 1645
Stettler, AB T0C 2L0

May 4, 2025

White Sands Hall Society
Box 312
Stettler AB, T0C 2L0

White Sands Hall Society;

We have been in correspondence with Andrea Hildebrand, on behalf of Bar Harbour Camp, about renting the hall on May 17th, 2025. The purpose of our rental is to host a pancake breakfast for the community and surrounding area. This event is supplied by donations from fellow Bar Harbour Camp supporters and will be run by our own volunteer team and is free for anyone to attend. Because there will be no admission charged for attendance we would like to request a discount in the rental rate to help cover additional costs.

Thank you in advance for your time.

Sincerely,

Darielle Rairdan

Darielle Rairdan
587-876-5635
Board of Directors
Bar Harbour Camp
darielle@barharbourcamp.com

Gena Tanaschyk

Gena Tanaschyk
403-575-8466
Representative
Bar Harbour Camp
gena@barharbourcamp.com

Paul's Council Update May 14, 2025

Board Updates:

SREMA (Stettler Regional Emergency Management Advisory) Committee meeting April 1, 2025

- Confirmed Clint Sine as Regional Director of Emergency Management for another year.
- Discussion on amount of spending authority available in an emergency without needing Councils to approve. E.g. \$10,000 per day to a maximum of \$150,000. Will research what is typically spent in many emergency situations and present at next meeting.
- Held tabletop exercise on December 12, 2025, active shooter at a school scenario. Received great feedback with some good lessons learned.
- Review of Core Competencies Analysis
- 2025 full scale exercise will be held June 18th, with a backup date in November. This will be based on an upstream dam failure on the Red Deer River. Looking for some involvement from elected officials, doing press releases and media communication. Anyone interested can reach out to Clint Sine. Last full scale exercise was 10 years ago.
- ICS-200 training coming up in April and the fall. ICS-300 in the fall.

CSHA Housing Authority meeting 2025/04/17

- Extensive in-camera discussion about issues and financial impact of losing CRA charitable status in 2022 due to not filing annual required returns.
- Motion approved to retain the services of Felesky and Flynn LLP as tax accountants to advise on path forward with CRA.
- Will provide Council with further information and updates as we resume out-of-camera Board discussions.

Upcoming Meetings:

- PRLS (Parkland Regional Library System) Board Meeting May 15th.
- CSHA Board meeting TBD.

Other:

After noticing that my personal gas bill for my property at White Sands listed a municipal franchise fee, I followed up with Apex Utilities and my retailer ATCO Energy. Apex was able to confirm that the charge I'm seeing on the bill is actually a property tax charge, or Rate Rider B, which is a recovery of taxes and fees that Apex Utilities is charged to deliver gas in the area.

Apex Utilities confirmed that they are not charging a franchise fee to any customers residing in White Sands, Alberta, as per current and historic direction of Council.

ATCO is likely rolling up categories in their reporting of flow-through charges and has this rate rider B mislabeled as a franchise fee. Apex will be following up with ATCO to get more accurate labelling of listed fees.

Administration may want to keep this information on hand in case other residents bring up concerns around their natural gas bills.



SUMMER VILLAGE OF WHITE SANDS

For the Period Ending April 30, 2025

For the month of

General Ledger	Description	2025 Budget	2025 Actual	2025 % Variance
*	General Administration	(22,340.00)	(586.88)	2.63
*	Protective Services	(825.00)	0.00	0.00
*	Transportation	(2,000.00)	(240.00)	12.00
*	Water	0.00	0.00	0.00
*	Planning & Development	(29,700.00)	(25,082.60)	84.45
*	Recreation & Parks	(7,560.00)	0.00	0.00
*	Taxes & Penalties	(972,441.04)	(5,877.74)	0.60
*	Other Revenue	0.00	0.00	0.00
**	TOTAL REVENUE	(1,034,866.04)	(31,787.22)	3.07
*	Council & Legislative	18,040.00	7,518.79	41.68
*	General Administration	235,821.08	77,538.50	32.88
*	Policing	23,000.00	5,563.00	24.19
*	Fire Fighting & Preventive	53,400.00	0.00	0.00
*	Disaster Services	10,256.00	(627.81)	(6.12)
*	Bylaw Enforcement	2,810.00	0.00	0.00
*	Transportation	157,130.00	36,342.35	23.13
*	Water Department	5,991.91	249.66	4.17
*	Landfill & Recycling	25,412.00	6,067.50	23.88
*	Planning & Development	21,484.00	3,422.58	15.93
*	Park & Recreation	51,866.07	6,098.56	11.76
*	Culture	26,395.00	5,340.20	20.23
*	Contingency	0.00	0.00	0.00
*	Requistitions	403,187.00	183,565.71	45.53
**	TOTAL EXPENSES	1,034,793.07	331,079.04	31.99
***	(SURPLUS)/DEFICIT-Before Amort	(72.97)	299,291.82	(410,140.49)

*** End of Report ***

**SUMMER VILLAGE OF WHITE SANDS
BANK RECONCILIATION
for the period of March 31, 2025**

Net Balance at End of Previous Month	\$	535,720.11
ADD: General Receipts		23,992.43
Interest Earned		2,562.91
Investments Matured		<u>300,000.00</u>
SUBTOTAL		862,275.45
LESS: General Disbursements		137,412.93
Investments		300,000.00
Returned Cheques		0.00
Bank and Credit Card Fees		<u>88.34</u>
SUBTOTAL		<u>437,501.27</u>
NET BALANCE AT END OF CURRENT MONTH - GENERAL	\$	<u>424,774.18</u>
Balance at End of Month - Bank General		81,114.49
Balance at End of Month - General Bank		385,436.87
ADD: Outstanding Deposits		30.00
LESS: Outstanding Cheques		<u>41,807.18</u>
NET BALANCE AT END OF CURRENT MONTH - GENERAL	\$	<u>424,774.18</u>
INVESTMENTS:		
TD Canada Trust Investment GIC Maturing July 9, 2025 @ 2.80%		<u>300,000.00</u>
SUBTOTAL		<u>300,000.00</u>
TOTAL CASH ON HAND AND ON DEPOSIT	\$	724,774.18
RESTRICTED GRANT FUNDS:		
Unearned MSI Grants		212,668.91
Unearned CCBF Grants		<u>0.00</u>
SUBTOTAL		<u>212,668.91</u>
TOTAL OPERATING FUNDS	\$	512,105.27
Public Land Reserve (Restricted based on agreements)		152,750.00
General Reserve (unrestricted)		515,760.00
Deficit Operating until new budget and taxes approved.		-\$156,404.73

MAYOR

CHIEF ADMINISTRATIVE OFFICER

**SUMMER VILLAGE OF WHITE SANDS
BANK RECONCILIATION
for the period of April 30, 2025**

Net Balance at End of Previous Month	\$ 724,774.18
ADD: General Receipts	38,180.68
Interest Earned	748.45
Investments Matured	<u>0.00</u>
SUBTOTAL	763,703.31
LESS: General Disbursements	75,525.34
Investments	0.00
Returned Cheques	0.00
Bank and Credit Card Fees	<u>67.40</u>
SUBTOTAL	<u>75,592.74</u>
NET BALANCE AT END OF CURRENT MONTH - GENERAL	<u>\$ 688,110.57</u>
Balance at End of Month - Bank General	80,437.12
Balance at End of Month - Money Market Savings	336,185.32
ADD: Outstanding Deposits	30.00
LESS: Outstanding Cheques	<u>28,541.87</u>
NET BALANCE AT END OF CURRENT MONTH - GENERAL	<u>\$ 388,110.57</u>
INVESTMENTS:	
TD Canada Trust Investment GIC Maturing July 9, 2025 @ 2.80%	<u>300,000.00</u>
SUBTOTAL	<u>300,000.00</u>
TOTAL CASH ON HAND AND ON DEPOSIT	\$ 688,110.57
RESTRICTED GRANT FUNDS:	
Unearned MSI Grants	212,668.91
Unearned CCBF Grants	<u>0.00</u>
SUBTOTAL	<u>212,668.91</u>
TOTAL OPERATING FUNDS	\$ 475,441.66
Public Land Reserve (Restricted based on agreements)	152,750.00
General Reserve (unrestricted)	515,760.00
Deficit Operating until new budget and taxes approved.	-\$193,068.34

MAYOR

CHIEF ADMINISTRATIVE OFFICER



April 8, 2025

I am pleased to share that today, our government tabled Bill 50, the *Municipal Affairs Statutes Amendment Act, 2025*. Bill 50 makes amendments to the *Municipal Government Act (MGA)*, *Local Authorities Election Act (LAEA)*, *New Home Buyer Protection Act (NHBPA)*, and the *Safety Codes Act (SCA)* to modernize municipal processes.

The proposed amendments will strengthen local governance and reduce conflict by repealing code of conduct provisions and granting Ministerial authority to establish procedures of council. The amendments also clarify the accountability of chief administrative officers and strengthen oversight authorities of appointed Official Administrators.

Also included are amendments regarding Intermunicipal Collaboration Frameworks (ICFs) which would clarify the required content of ICFs and strengthen the dispute resolution process to ensure ICFs are adopted and implemented effectively.

Changes are also proposed to the *LAEA* to clarify administrative requirements in advance of the October 2025 municipal and school board elections. In addition, we are allowing for the use of elector assistance terminals which enable voters who live with visual or physical impairments to vote independently and privately. We are also proposing amendments to residency requirements so that residents displaced by last year's wildfire in Jasper can vote and run for office, provided they intend to return to the community.

Finally, proposed changes to the *NHBPA* and the *SCA* address stakeholder concerns with the current new home buyer protection program, the quality of new homes, affordability, and red tape.

I invite you to read Bill 50. A copy of the Bill can be found here: <https://www.assembly.ab.ca/assembly-business/bills/bills-by-legislature>. Additional information about the proposed amendments is also available here: www.alberta.ca/modernizing-municipal-processes.

.../2



ALBERTA
MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Calgary-Hays*

I will be hosting a town hall for stakeholders to share additional information and answer questions about the proposed amendments. The town hall will take place virtually on April 16, 2025, at 6:00 PM. Please send the names and email addresses of your representative(s) who will attend to ma.engagement@gov.ab.ca. Individuals identified by your organization will receive a link ahead of the town hall.

Sincerely,

A handwritten signature in black ink that reads "Ric McIver".

Ric McIver
Minister

MINUTES OF THE REGULAR SHIRLEY MCCLELLAN REGIONAL WATER SERVICES COMMISSION (SMRWSC) COMMITTEE MEETING HELD ON APRIL 3, 2025, AT THE COUNTY OF STETTLE NO. 6 ADMINISTRATION OFFICE AND VIA VIDEOCONFERENCE AT 6:33 PM.

PRESENT: Larry Clarke, County of Stettler
Maurice Wiart, County of Paintearth
Laurie Ference, Special Areas
Mark Stannard, Town of Coronation
Dan Hiller, Summer Village of Rochon Sands
Cecil Yates, Town of Castor
Lorne Thurston, Summer Village of White Sands
James McTavish, Village of Rosalind
Phil Menecola, Village of Donald
Jerry Wipf, Village of Veteran

Yvette Cassidy, Manager SMRWSC
Andrew Brysiuk, Assistant Manager SMRWSC
Taryl Abt – Administration, Special Areas
Christa Cornelssen, Administration, County of Stettler
Justin Caslor, Administration, County of Stettler
Kristie Vallet, Administration, County of Stettler
Randy Chmelnik, Administration, County of Stettler

Jolene Kobie, Gitzel & Company Chartered Accountants

ABSENT: Tim Field, Village of Big Valley
Mario Guillemette, Village of Bawlf
Mario Caron, Village of Consort

CALL TO ORDER

Larry Clarke called the meeting to order at 6:33 pm.

ADOPTION OF AGENDA

04.04.03.25 Moved by Dan Hiller

“that the agenda for the April 3, 2025 Shirley McClellan Regional Water Services Commission Committee be adopted as presented”.

Carried Unanimously

ADOPTION OF MINUTES

05.04.03.25 Moved by Jerry Wipf

“that the minutes from the December 16, 2024, Shirley McClellan Regional Water Services Commission Committee meeting be adopted as presented”.

Carried Unanimously

06.04.03.25 Moved by Dan Hiller

“that the minutes from the March 14, 2025, Shirley McClellan Regional Water Services Commission Committee meeting be adopted as presented”.

Carried Unanimously

DELEGATION

Jolene Kobie, of Gitzel & Company Chartered Accountants, presented the 2024 SMRWSC Financial Audit. The 2024 audit was clean.

NEW BUSINESS

Request for Decision

RE: Approval of Financial Statements

07.04.03.25 Moved by Dan Hiller

“that the Shirley McClellan Regional Water Services Commission approve the 2024 Financial Statements for the year ended December 31, 2024 as prepared and presented by Gitzel & Company Chartered Professional Accountants.”

Chairperson Larry Clarke handed the meeting over to Andrew Brysiuk for completion of the Organizational Items.

ORGANIZATIONAL ITEMS

Election of Chair

Nominations opened for Chairperson.

Mark Stannard nominated Larry Clarke.

Second call for nominations.

Third call for nominations.

Nominations closed.

08.04.03.25 Moved by Dan Hiller

“that the Shirley McClellan Regional Water Services Commission Committee confirm Larry Clarke be appointed as the Commission Chairperson by acclamation.”

Carried Unanimously

Election of Vice Chair

Nominations opened for Chairperson.

Larry Clarke nominated Mark Stannard.

Second call for nominations.

Third call for nominations.

Nominations closed.

09.04.03.25 Moved by Maurice Wiart

“that the Shirley McClellan Regional Water Services Commission Committee confirm Mark Stannard be appointed as the Commission Vice Chairperson by acclamation.”

Carried Unanimously

Appointment of Manager

10.04.03.25 Moved by Maurice Wiart

“that the Shirley McClellan Regional Water Services Commission Committee appoint Yvette Cassidy, County of Stettler as the Manager of the Shirley McClellan Regional Water Services Commission.”

Carried Unanimously

Appointment of Manager

11.04.03.25 Moved by Cecil Yates

“that the Shirley McClellan Regional Water Services Commission authorize signing authority as the Chair or Vice Chair; together with the Manager, Assistant Manager, or Director of Communications.”

Carried Unanimously

Andrew Brysiuk handed over chair of the meeting to Chairperson Larry Clarke.

UNFINISHED BUSINESS

None

NEW BUSINESS CONT.

Request for Decision

RE: Appointment of the 2025 Auditor

12.04.03.25 Moved by Lorne Thurston

“that the Committee appoint Gitzel & Company Chartered Accountants Ltd. as the Shirley McClellan Regional Water Services Commission auditor for 2025.”

Carried Unanimously

Request for Decision

RE: Phase 6 Debenture

13.04.03.25 Moved by Maurice Wiart

“that the Committee approve, from reserves, funding the difference of the costs of the SMRWSC Phase 6 debentures to a total of \$243,365.13.”

Carried Unanimously

Request for Decision

RE: Approval of Phase 7 Construction Supervision Costs

14.04.03.25 Moved by Dan Hiller

“that the Shirley McClellan Regional Water Services Commission engage Stantec Consulting Ltd. to provide construction monitoring services for the Phase 7 construction as outlined in the March 25, 2025 proposal for a fixed fee of \$355,581.24.”

Carried Unanimously

REPORTS

Manager’s Report

Administration presented an overview of Phases VII and VIII, as well as an operational update.

15.04.03.25 Moved by Cecil Yates

“that the Committee receive the Shirley McClellan Regional Water Services Commission Manager’s Report, dated for the April 3, 2025 meeting, for information.”

Carried Unanimously

Financials

16.04.03.25 Moved by Maurice Wiart

“that the Committee approve the following SMRWSC Commission Financial Statements, dated for the April 3, 2025 meeting, be approved:

- Year to Date Budget, for the period ending on February 28, 2025, totaling \$150,037.61;
- Payment Register, for the period between December 1, 2024 and February 28, 2025, totaling \$620,824.07;
- Bank Reconciliations, for the periods ending on:
 - November 30, 2024, totaling \$6,862,853.04;
 - December 31, 2024, totaling \$7,919,010.22;
 - January 31, 2025, totaling \$7,933,557.97; and
 - February 28, 2025, totaling \$7,959,853.33.”

Carried Unanimously

PROJECT COSTS TO DATE

17.04.03.25 Moved by Dan Hiller

“that the Committee receive the Project Costs to Date for Phase VI, VII and VIII, dated for the April 3, 2025 meeting, for information.”

Carried Unanimously

NEXT MEETING DATE

The next Shirley McClellan Regional Water Services Commission meeting is scheduled for Thursday, June 26, 2025, at 12:00 pm via videoconferencing.

ADJOURNMENT

18.04.03.25 Moved by Cecil Yates

"that the Shirley McClellan Regional Water Services Commission Committee Meeting be adjourned at 7:40 pm.”

Carried Unanimously

Chairperson (Larry Clarke)

Manager (Yvette Cassidy)



DECLARATION

In honour of the past, present and future contributions of the seniors of this community and throughout Alberta, I hereby declare June 2 – 8, 2025 to be Seniors' Week in

Community

Official Title

Official Signature

The Honourable Jason Nixon; Minister of Seniors, Community and Social Services



April 4, 2025

Melissa Beebe
Chief Administrative Officer
SUMMER VILLAGE OF WHITE SANDS
Post Office Box 119
Stettler, Alberta
T0C 2L0

Title: Celebrate Canada Funding Application

Dear Melissa Beebe:

On behalf of the Minister of Canadian Culture and Identity, Parks Canada and Quebec Lieutenant, it is my pleasure to inform you that your application for funding has been approved.

A grant in the amount of \$3,180 will be awarded to help your organization carry out its activities, under the Celebration and Commemoration Program, Celebrate Canada Component. This funding will be allocated over one government fiscal year 2025-2026 and will be subject to certain terms and conditions, the appropriation of funds by Parliament, and the budget levels of the Program.

One of our program representatives may contact you in the near future to review the terms and conditions and answer any questions you may have related to this funding.

In closing, I would like to take this opportunity to wish you and the members of your organization the greatest success in your endeavours.

Sincerely,

Colin Boyd
Regional Director General
Canadian Heritage



Association of
SUMMER VILLAGES
OF ALBERTA

May 01, 2025

“Facing the Future”

[RE: ASVA’s 67th Annual Conference and AGM – October 16 & 17, 2025 - Online Registration is Open](#)

Good morning, Summer Village Mayors and CAO’s;

ASVA is happy to inform you that Online Registration is open for the upcoming ASVA Conference. This year’s Conference will be held on **October 16 & 17th, 2025, at the Wyndham Edmonton Hotel & Conference Center, 4440 Gateway Blvd. Edmonton, AB.**

Being an Election year, ASVA seeks your Summer Village’s valued support by registering for this year’s Conference, and hope that you will be able to join us, as it will give you the opportunity to meet newly Elected Officials from 51 Summer Villages and adjacent Counties, listen to presentations, visit the trade show, and enjoy the evening banquet with lots of PR, awards ceremony, silent auction and entertainment, fun to be had by all.

Please click on the link below to register. Once the Program is tentatively confirmed, it will be posted on the ASVA website www.asva.ca Please check back for further updates starting July.

<https://www.eventbrite.ca/e/facing-the-future-asvas-2025-annual-conference-agm-tickets-1255975218689?aff=oddtcreator>

ASVA is also requesting your consideration for the following:

- a cash sponsorship and/or
- an item for the silent auction.

The publicity you will receive from your cash sponsorship or silent auction item donation consists of the following exposure of your Municipality to:

- the Mayors, Deputy Mayors and Councilors from 51 Summer Villages in Alberta;
- Reeves and County Managers/CAO’s within the Region;
- Ministers, and MLAs from various areas and departments within the Government Alberta

If you choose to become a Sponsor or provide a Silent Auction item, please contact ASVA’s Executive Director Kathy Krawchuk at execdirector@asva.ca, and identify the level of Sponsorship, or the value of your silent auction item, who it is from, along with an email address and contact name.

If you choose become a Sponsor, below is how you will be recognized, when payment is received before **August 1st, 2025**. There is great value in being a Sponsor at the Conference.

2 – 51109 RR271 Spruce Grove, AB T7Y 1G7
Phone 780.236.5456
www.asva.ca

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Association of
SUMMER VILLAGES
 OF ALBERTA

Sponsorship Level	Sponsorship Amount	Tradeshow Display Table Included	# of Breakfast, Snacks, Lunch & Banquet Tickets Provided with Sponsorship	# of Breakfast, Snacks, & Lunch Tickets Provided with Sponsorship	Recognized as a Sponsor in the Agenda Pkg.	Recognized on Power Point	Self-Introduction of the Company to the Delegates & Intro of Guest Speaker	Sponsor Name Sign at Meal Stations and or Coffee Station	Sponsor LOGO in ASVA Annual Report	Sponsor Logo displayed on ASVA Website
TITLE	\$4,000+	YES	6	0	YES	YES	YES	YES	YES	YES
PLATINUM	\$2,000+	YES	4	0	YES	YES	NO	YES	YES	YES
GOLD	\$1,000+	YES	2	0	YES	YES	NO	YES	YES	YES
SILVER	\$500+	YES	0	1	YES	YES	NO	NO	YES	YES
BRONZE	\$300+	NO	0	0	YES	YES	NO	NO	YES	NO
COFFEE/HEALTH BREAK	\$250+	NO	0	0	YES	YES	NO	YES	YES	NO

Thank you in advance for your consideration. As always, we appreciate your support. Hope to see everyone there.

Sincerely,

ASSOCIATION OF SUMMER VILLAGES OF ALBERTA

President, ASVA

**The ASVA is nonprofit organization but is not registered as a charitable organization, so taxable receipts are not available.

“FACING THE FUTURE”



REGISTRATION IS OPEN FOR

ASVA's 67th Annual Conference
& AGM

October 16 & 17, 2025

Conference Registration Fee:

\$349 (Including Banquet
Ticket)

Cancellations must be in writing via email to execdirector@asva.ca before September 16, 2025, for a full refund, less \$50 administration fee. No refunds will be given after September 16, 2025.

VENUE

WYNDHAM
EDMONTON HOTEL &
CONFERENCE CENTRE

4440 GATEWAY BLVD
EDMONTON, AB
T6H 5C2

CONFERENCE AGENDA

A Draft Conference Agenda will be Emailed to the Membership Once the Speakers & Presentation Topics are Confirmed. It will also be Posted on the ASVA Website at the End of August. (Speakers are subject to Change Without Notice).

Registration Closes September 30th, 2025
at 10:00am



Click on the Link to Register for ASVA's 67th Annual Conference & AGM (\$349) and Or to Purchase Additional Banquet Tickets (\$80):

<https://www.eventbrite.ca/e/where-collaboration-meets-creation-asvas-2025-annual-conference-agm-tickets-1255975218689?aff=oddttdcreator>

ASVA is excited to be hosting the 2025 Annual Conference & AGM at the Wyndham Edmonton Hotel & Conference Centre, where there will be more than enough space for our entire Event, including having the Trade Show & Silent Auction all in one BIG Ballroom. This in person event will feature engaging sessions, networking opportunities, and so much more. Don't miss out on this chance to learn, connect, and grow with fellow peers. You don't want to miss this opportunity. Hope to See You There!

OCTOBER 16TH BANQUET VENUE

- ❖ 6:00pm - Cocktails (Cash Bar)
- ❖ 6:30pm - Hot Dinner Buffet
- ❖ 7:15pm - Speeches & Award Presentations
- ❖ 8:15pm - Entertainment
- ❖ 9:15pm - Silent Auction Closes

“FACING THE FUTURE”

HOTEL RESERVATIONS:

Tel: 780.437.6010

Toll Free: 1.877.999.3223

Or Use Booking Link:

<https://www.wyndhamhotels.com/wyndham/edmonton-alberta/wyndham-edmonton-hotel-and-conference-centre/overview?checkInDate=10/15/2025&checkOutDate=10/17/2025&groupCode=101525ASV>

Group Name: Association of Summer Villages of Alberta

Booking Code: 101525ASV

Guestroom Rates Only, Does Not Include Taxes:

Room Type: Single: \$139. Double: \$139, Triple: \$149, Quad: \$159

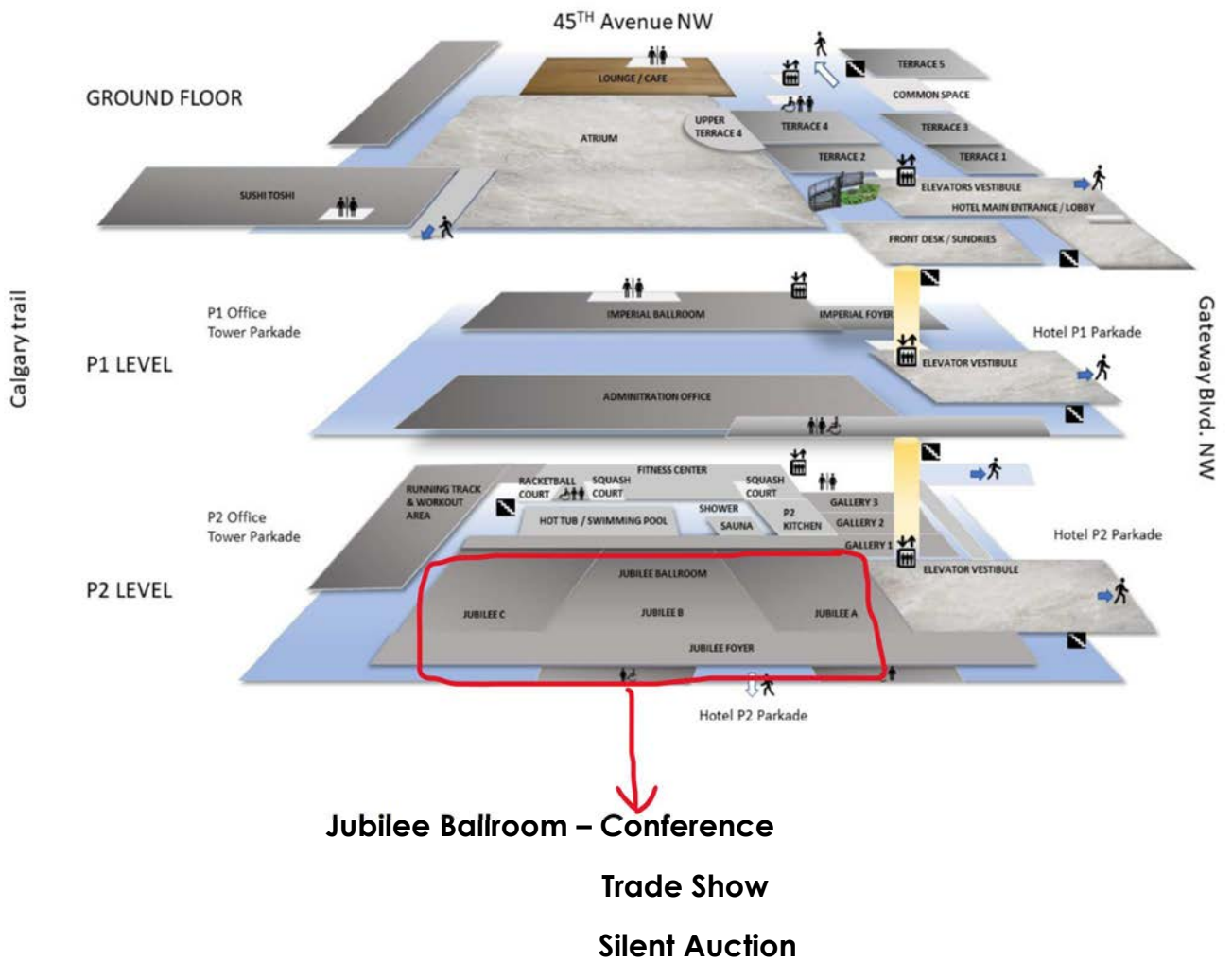
Individual Reservations can be cancelled without penalty up to 24 hours prior arrival. Early Booking is recommended.



Please contact ASVA's executive Director Kathy Krawchuk should you have any questions at execdirector@asva.ca

“FACING THE FUTURE”

HOTEL MAP



Amendments: Alberta *Emergency Management Act* and Regulations

Highlights

Amendments to the *Emergency Management Act* (EMA) and its supporting regulations will reinforce the province's commitment to protecting individual rights, improving transparency and strengthening accountability. These amendments ensure Albertans are informed and supported during response and recovery from emergencies and disasters.

Key changes include:

- An amended definition of an emergency under the EMA
- A new preamble for the EMA
- A new ministerial duty to consult before exercising extraordinary powers during a state of emergency
- New communication requirements during emergencies
- Enabling mitigation funding through a community's recovery

Improving Transparency and Accountability

Protecting Personal Rights and Freedoms

Emergency Definition

New criteria of “sudden” and “temporary” have been added to the definition of emergency.

This increases the threshold required to make an emergency declaration, both provincially and by local authorities, enabling access to the extraordinary powers provided under the Act. This prevents their misuse and ensures that emergency powers are not exercised for non-emergency events or as a tool of convenience.

Reference: [EMA, s. 1\(1\)\(f\)](#)

Preamble

A preamble will recognize that emergencies require swift coordination and regulations to protect people, property and the environment. The preamble ensures that officials are mindful of individual rights when interpreting and applying the Act, reinforcing the importance of balancing the rights and freedoms of Albertans.

Reference: [EMA, Preamble](#)

Minister to consult before exercising emergency powers

Prior to the exercise of emergency powers, assuming control of a state of local emergency, or delegating ministerial powers to another person, the Minister is now required to consult with one of the following

- Premier, or
- Executive Council or
- Cabinet Committee, where one exists.

Exceptions:

- Consultation is not required if it is impracticable to protect the safety, health or welfare of people or to limit damage to property or the environment.

- Consultation requirement does not extend to the Managing Director of the AEMA, or any other person authorized by the Minister to exercise emergency powers, as oversight is already in place as the Minister is required to delegate and empower these individuals during a provincial response.

Reference: EMA, s. 18.1

Public communication during declarations of State of Emergency or State of Local Emergency

The Minister must publish emergency orders

The Minister must publish details of all relevant orders as soon as practicable using any methods likely to inform those most affected. This amendment formalizes existing best practices and ensures transparency of government action. This new requirement applies to orders related to:

- Control or prohibition of travel, or
- Restoration of essential facilities or distribution of essential supplies, or
- Evacuations, or
- Procuring or fixing prices of goods and services.

Reference: EMA, s. 19(7.1)

Local authorities must publish details regarding the exercise of emergency powers

Local authorities must publish details of emergency powers exercised, as soon as practicable. This codifies current operational practices. This requirement applies to exercise of powers related to:

- Control or prohibition of travel, or
- Restoration of essential facilities or distribution of essential supplies, or
- Evacuations, or
- Procuring or fixing prices of goods and services.

Reference: EMA, s. 24(1.001)

Enhanced Planning and Preparedness

Planned regulatory amendments are being considered, where over the course of the next two years local authorities must comply with new emergency plan requirements in support of public safety and disaster risk reduction.

Evacuation Planning

To facilitate safe evacuations and help communities prepare for large-scale evacuations, changes are being considered to require local authority emergency plans to include evacuation plans that identify routes, destinations and communication methods and more.

Reference: Local Authority Emergency Management Regulation (LEMR)

Mitigation Planning

To support long-term reduction of disaster costs and impacts, changes are being considered to require local authority emergency plans to include mitigation strategies informed by their already required hazard and risk assessments.

Reference: LEMR

Enhancing Disaster Recovery

Enabling post-disaster Mitigation

Planned amendments will expand the ability to provide mitigation funding to a broader range of hazards than just flooding and will enable mitigation funding to be disbursed through Alberta's disaster financial assistance programs under the Disaster Recovery Regulation (DRR). This will help communities build resilience during rebuilding and reconstruction and keep Alberta in alignment with federal Disaster Financial Assistance Arrangement Guidelines, which came into effect on April 1, 2025.

Reference: EMA, s. 6(c.1) & (c.11); DRR

Establishing directives and defining those eligible for disaster financial assistance.

Changes will allow the Minister to establish or modify directives for financial assistance relating to:

- The assessment of damages or loss from disasters
- Provision of hazard mitigation funding; and
- Costs incurred for emergency operations.

Transitional and retroactivity provisions, along with directives and guidelines, ensure a smooth application of rules before and after April 1, 2025.

Reference: EMA, s. 7.01,7.02 & 6(c.11)

Modernizing the Disaster Recovery Regulation

Defining disaster assistance appeals

Planned amendments would improve government transparency by clarifying the appeals process available to public and private sector applicants.

Reference: DRR

Clarifying and streamlining disaster financial assistance programs

Additional planned amendments would clarify the intent of the Government of Alberta's disaster financial assistance programs, ensuring that disaster financial assistance programs are reserved for events for which insurance was not adequate and available. The term "financial assistance" ensures payments made to help offset the financial impacts of a disaster and reduce perceptions or expectations of full reimbursement for disaster-related costs.

Planned changes to the regulation will also remove the distinction between localized and widespread disasters, reflecting current operational practice.

Reference: DRR

Additional and Consequential Amendments

Retroactivity

To ensure there is no legislative gap between April 1, 2025, when the federal Disaster Financial Assistance Arrangements (DFAA) take effect, and the passing of the EMA amendments, the retroactive provision clarifies the governance of disaster programs.

It specifies which version of the Act and Regulations applies to emergencies before and after April 1, 2025, facilitating Alberta's access to the federal disaster cost reimbursement.

Example:

- Funding for mitigation will be available for eligible events occurring on or after April 1, 2025, in accordance with the provisions of the amended EMA and the DRR, regardless of whether the EMA amendments have passed or the DRR amendments have been enacted.
- Eligible events occurring before April 1, 2025, will be governed in accordance with the former version of the Act, also notwithstanding the EMA amendments have not passed.

Reference: [EMA, s. 6.1](#)

Administrative

Several administrative amendments have also been made to modernize the Act and regulations, changes help ensure those accountabilities are properly referenced and reflective of current Government of Alberta practices and position titles. These changes do not introduce any new operational requirements.

Administrative changes	Reference
Use of “financial or other assistance” instead of “compensation”	EMA s. 6(1) (c), 7(1) (a) DRR
Renaming “Disaster Recovery Program” to “Program for financial or other assistance”	EMA s. 6(1) (c.2) DRR
Improve flow and readability	EMA s. 21(3.1), 21 (3.2), 22 (1), 22(4)
Consequential amendment – section references	EMA s. 22 (5), 24 (1.012)
Updating position title to “Executive Director” of Recovery	DRR
“Alberta Public Safety Agency” updated to “Alberta Emergency Management Agency”	DRR