

**ALBERTA BEACH**  
**COUNCIL ROUND TABLE MEETING**  
**BEING HELD IN THE ALBERTA BEACH COUNCIL CHAMBERS**  
**AND BEING HELD FOR THE PUBLIC ELECTRONICALLY VIA ZOOM MEETING**  
**MONDAY, MARCH 7, 2021 AT 2:00 P.M.**

**AGENDA**

- |          |     |  |
|----------|-----|--|
| P. 2     | 1.  | Appreciation to 1 <sup>st</sup> Responders Banners – Signatures & Presentation |
| P. 3-5   | 2.  | Council Electronic Device Policy (Draft)                                       |
| P. 6     | 3.  | Admin Building Lease Proposal  |
| P. 7     | 4.  | Request for Use of Admin Bldg Bays – Fund Raising Barbeque & Bottle Drive      |
| P. 8-18  | 5.  | FCSS Programs  |
| P. 19-22 | 6.  | Telus Internet – Universal Broadband Fund                                      |
| P. 23-45 | 7.  | Agliplex Building Lease/Purchase   |
|          | 8.  | Joint Tri-Village Meeting Agenda Items (March 18 <sup>th</sup> at 12:30 pm)    |
|          | 9.  | Covid Health Restrictions  |
|          | 10. |  |
|          | 11. |  |
|          | 12. |  |

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## Alberta Beach Village Office

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**From:** angeladuncan@albertabeach.com  
**Sent:** February 17, 2022 6:47 PM  
**To:** Shelley Wyman  
**Cc:** aboffice@albertabeach.com  
**Subject:** First responder appreciation

Hello Shelley,

Council is enthusiastic that Grasmere students will participate in our first responder appreciation by putting together cards. We discussed the project further at our meeting Tuesday night and would like to look for a way to have students participate in the presentation, if possible. We did a bit of brainstorming and thought that, perhaps, we could do an outdoor presentation in front of the school in April or May. Our logic is that it should be warm enough that we could do an outdoor presentation and an outdoor presentation will work if there are still Covid protocols in place. We also thought in front of the school would be easier for your students.

We are open to any suggestions that you may have and would appreciate your thoughts on a potential date; or, if you would prefer to simply put the cards together and not be a part of the presentation, please let me know. Once we have a better idea of what will work for the school, we will sort out the details and logistics.

Please feel free to give me or CAO Kathy Skwarchuk a call if you would like to discuss anything. I can be reached at [redacted] and Kathy can be reached at 780-924-3181.

Thank you,

**Angela Duncan**

Mayor, Alberta Beach

Vice President, Villages & Summer Villages, Alberta Municipalities

angeladuncan@albertabeach.com

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ALBERTA BEACH  
VILLAGE POLICIES

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**POLICY: G.3.6 COUNCIL ELECTRONIC DEVICE POLICY**

**1. PURPOSE**

- a) The purpose of the Council Electronic Device Policy is to provide Councillors with the resources to view digital information with respect to municipal matters. Alberta Beach views technology as being supportive to the business of municipal governance and in communication with the public, other Councillors, other organizations and the municipal administration. The policy is intended to guide the acquisition, use and responsibility, replacement, disposal and personal use of electronic devices required by Council members. In preparation of this policy, it is recognized that the anticipated useful life of a typical electronic device is approximately 4 (four) years as the device depreciates over time.

**2. ACQUISITION PROCEDURE**

By-Election? →

Waiver added →

- a) Alberta Beach shall provide reimbursement to each Council member for the purchase of an electronic device to be used for Council business for each Council 4 (four) year term of office.
- b) Council members within 3 (three) months of taking office may purchase an electronic device and the Council member shall be reimbursed for the electronic device to a maximum of \$750.00 (seven hundred and fifty dollars) upon the completion of a waiver in accordance with 2.c), or the reimbursement shall be provided on a pro-rated basis of \$15.63 (fifteen dollars and sixty three cents) per month for the balance of the Council term of office or partial term of office in the case of a by-election.
- c) Council members shall sign a waiver for the reimbursement of the electronic device agreeing to purchase the balance of useful life on the device in accordance with 5.a) should the Council member resign from their position on Council prior to the full term of office.
- d) Council members shall be individually responsible to decide on the electronic device preferred; and the electronic device reimbursement may include device hardware, software or can be a combination of both to the maximum reimbursement in accordance with 2.b) above.
- e) Council members shall submit the purchase receipt(s) to administration for reimbursement of the electronic device, hardware, software or combination thereof or may submit a request to administration to purchase the device directly through the municipality.
- f) Alberta Beach shall reimburse Council members for antivirus protection for the electronic device to a maximum of \$100.00 annually. Council members shall submit the receipt to administration for reimbursement or may submit a request to administration to purchase the antivirus protection directly through the municipality.

**3. USE AND RESPONSIBILITY**

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**ALBERTA BEACH  
VILLAGE POLICIES**

**POLICY: G.3.6 COUNCIL ELECTRONIC DEVICE POLICY**

- a) Council members shall be responsible for the operation, care and maintenance of the electronic device.
- b) Council members shall take every reasonable precaution to secure the electronic device and its contents **including password protection.**
- c) Council members shall ensure their electronic device has antivirus protection.
- d) Council members shall use the electronic device for all Council business, email, for reference and viewing of the Council and/or committee meeting agenda and associated meeting packages.
- e) Council members shall use the electronic device in accordance with Policy G.3.2 Email and Internet Use Policy as well as all other Alberta Beach policies and bylaws.
- f) Records stored on the electronic device as it relates to the business of the municipality are covered by the *Freedom of Information and Protection of Privacy Act*.
- g) The electronic device is the property of Alberta Beach until or unless purchased by a Council member in accordance with section 4 of this policy, or disposed of in accordance with section 5 of this policy.

**4. DEVICE REPLACEMENT**

- a) Should a Council member lose the electronic device, the Council member will replace the device at their own cost.
- b) Should a Council member break an electronic device, the Council member will repair or replace the device at their cost.
- c) Should an electronic device become faulty due to manufacturer error, the Council member will arrange to have the electronic device repaired or replaced and any costs associated with the repair or replacement not covered by the manufacturer will be the responsibility of the Council member.
- d) Any expense incurred through the use of the electronic device is the responsibility of the Council member.

**5. DEVICE DISPOSAL**

- a) The useful life of the electronic devices is approximately 4 (four) years as the device depreciates over time. The depreciation on the electronic device shall be calculated on a monthly rate depending on the purchase price of the electronic device to a maximum depreciation of \$15.63 (fifteen dollars and sixty three cents) per month.
- b) Upon the completion of the Council 4 (four) year term of office the Council members shall be entitled to retain their electronic device for personal use, subject to all Council information being wiped clean and **Council** data removed from the device.
- c) Should a Council member resign from their position on Council before the term of office has expired, **the Council member shall purchase the balance of the useful life remaining** on the device calculated in accordance with section 5.a) above and subject to all Council information being wiped clean and **Council** data removed from the device.

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**ALBERTA BEACH  
VILLAGE POLICIES**

**POLICY: G.3.6 COUNCIL ELECTRONIC DEVICE POLICY**

**6. PERSONAL USE**

- a) Electronic devices are tools for Council members to conduct municipal business and shall not be permitted to be used by others.
- b) Electronic devices may be used for personal business, however are subject to FOIP (*Freedom of Information and Protection of Privacy Act*), the Council Code of Conduct Bylaw as well as all Alberta Beach bylaws and policies and shall not be used for any illegal or unlawful purposes.

**7. POLICY REVIEW**

- a) This policy shall be reviewed every four (4) years or as needed.
- b) Any change to this policy shall be at the discretion of Council.

**DEPARTMENT: COUNCIL**

**ADOPTED AND APPROVED BY COUNCIL: \_\_\_\_\_, 2022**

**RESOLUTION NO: # \_\_\_\_-22**

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Lac Country Home Improvements Ltd  
4723 52A Street  
Alberta Beach, Alberta  
T0E 0A0

Lease proposal with the village of Alberta Beach

February 16, 2022

To whom it may concern

Lac Country Home improvements is interested in leasing the two empty bays on the north end of the village town hall, including the back office.

We are interested in a three year lease

We offer 1500.00 per month all inclusive

We will conduct all tenant improvements at our cost, all improvements to be approved by the village.

The business we will conduct will be primarily a Re-Store location selling recovered building materials including lumber, doors, windows, fans, light fixtures, etc.

We also will be setting up a showroom for new floor and bathroom tiles by Olympia Tile, a paint display by Cloverdale paints, and a carpet and flooring display area. These will be our primary new products.

It is our intention to install a store front behind the far north bay door which will be hidden behind the door when the business is closed, and will be removable at the end of our lease term should we decide not to stay.

Tenant improvements that we wish to do will include:

- A segregated front show room area 400 square feet
- A removable store front entrance
- Work tables at the rear for cleaning and refurbishing products
- A store front location for recovered products
- Office space in the rear for accounting and management.

If you have any further questions, please call Richard at:

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Please see attached corporate documents

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March 1 2022

Dear Council:

I would like permission to use the 2 office bays for a BBQ & Bottle Drive May 23, 2022.

The funds raised will go to the Alberta Beach & District Club and held in the Community Projects Fund , the hopes are to build this fund up so we can apply for grants and have matching funds if needed. Of course as usual my focus is on Beachwave Park and the hopes for future upgrades or addition to the building (Hut).

Thank you

Anita

Could also have the signing boards there:

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## Alberta Beach Village Office

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**From:** angeladuncan@albertabeach.com  
**Sent:** March 3, 2022 10:20 AM  
**To:** aboffice@albertabeach.com  
**Subject:** FW: FCSS Programs Documentation  
**Attachments:** CS-FORM-LSA-022005-10292021 Client Infosheet Preventative Counselling.pdf; HOME.SUPPORT.PROGRAM.pdf

Hi Kathy,

Can you please add these to the Round table meeting package under FCSS.

Thank you,

**Angela Duncan**

Mayor, Alberta Beach

Vice President, Villages & Summer Villages, Alberta Municipalities

[angeladuncan@albertabeach.com](mailto:angeladuncan@albertabeach.com)

**From:** Shelley Vaughan <shelley@onoway.ca>

**Sent:** March 1, 2022 2:34 PM

**To:** cao@onoway.ca; 'Summer Village Office' <administration@wildwillowenterprises.com>; angeladuncan@albertabeach.com; 'Kathy Dion' <k.dion@valquentin.ca>; gwen.jones@sunsetpoint.ca; michael.harney@summervillageofsandybeach.ca; 'Bridgitte Coninx' <bconinx@onoway.ca>; berniepoulin@icloud.com; graemehorne@mail.com

**Subject:** FW: FCSS Programs Documentation

Good Afternoon everyone, please see the attached information from LSAC.

Have a great day.

Shelley Vaughan

**From:** Donna Kerr <dkerr@lsac.ca>

**Sent:** March 1, 2022 12:08 PM

**To:** Vaughan, Shelley (FCSS Coordinator - Town of Onoway) <shelley@onoway.ca>; cao@onoway.ca

**Cc:** Trista Court <tcourt@lsac.ca>; Taryn Monteith <tmonteith@lsac.ca>

**Subject:** FCSS Programs Documentation

Good Afternoon,

Further to this morning's virtual meeting, attached is some information regarding the Preventative Counselling Subsidy (please note, there is a typo on the "Client Information Sheet" – the last line of the table should read "over \$95,000 per year" not "over \$90,000 per year").

As well, information on the CVITP program (Community Volunteer Income Tax Program) can be found at: [Community Volunteer Income Tax Program \(lsac.ca\)](#)

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Lastly, the Needs Assessment can be found at:

[Social Needs Assessment \(Isac.ca\)](#)

Please forward this email to everyone that participated in today's virtual meeting.

County Administration will pull together some information, including administrative costs of these programs, and share options/proposal with you by the end of the month.

Any questions can be directed to Taryn, Trista or myself.

Thanks!

## **Donna Kerr**

Community Services Manager, Lac Ste. Anne County

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

PHONE: 780.785.3411 | TOLL-FREE: 1.866.880.5722 | FAX: 780.785.2985 | [Isac.ca](#)

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*To prevent crisis, individuals and communities need support, guidance, education, encouragement, opportunities and intervention strategies. The cost of counselling can pose a barrier for many, but the County works to minimize this barrier by offsetting the cost of preventative counselling services.*

### PROGRAM OVERVIEW

Lac Ste. Anne County is pleased to offer a subsidy to eligible individuals, couples or families in the region who find themselves struggling to afford the cost of short-term preventative counselling services. County residents who meet specific income thresholds may be eligible for this subsidy. Through this program, the County contracts a local counselling agency to provide the counselling services. This program subsidizes a maximum of six (6) sessions per year. Counselling sessions must be preventative in nature.

### SUBSIDY ELIGIBILITY

To qualify for a counselling subsidy, you must:

- Be a resident of Lac Ste. Anne County
- Not have access to an employee or health benefit plan that covers the cost of counselling
- Have a family income of less than \$95,000 per year

Once approved, your fees will range from \$20 to \$60 per session. You will be responsible for paying the remainder of the fees to the service provider directly. Review the table below to determine the subsidy amount you may qualify for.

APPLICANT INCOME	COUNTY PORTION	CLIENT PORTION
Up to \$50,000 per year	\$ 120 per session	\$ 0 per session
\$50,000 - \$60,000 per year	\$ 100 per session	\$ 20 per session
\$65,000 - \$80,000 per year	\$ 80 per session	\$ 40 per session
\$80,000 - \$95,000 per year	\$ 60 per session	\$ 60 per session
Over \$90,000 per year	\$ 0 per session	\$ 120 per session

### POST-COUNSELLING SURVEY QUESTIONS

Part of your agreement to access the County's Preventative Counselling Subsidy program involves completing a short questionnaire after your fifth counselling session. The provincial government measures data for programs subsidized by provincial FCSS funding. **Your private information and counselling session details are not pertinent to this survey and will not be shared or otherwise disclosed.**

This personal information is collected under the authority of Section 33(c), of the *Freedom of Information and Protection of Privacy (FOIP) Act*, and will only be used for the purpose of participation in the Preventative Counselling Subsidy Program. If you have any questions, please contact the Lac Ste. Anne County FOIP Coordinator.

Box 219, Sangudo AB T0E 2A0

T 780.785.3411 TF 1.866.880.5722 F 780.785.2359 E RecreationFCSS@LSAC.ca [www.LSAC.ca](http://www.LSAC.ca)

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## Lac Ste. Anne County Home Support Program

Box 219, 56521 RR 65  
Sangudo, AB T0E 2A0

Phone: 1-866-880-5722 or 780-785-3411  
Fax: 780-785-2985

tmonteith@LSAC.ca

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### Welcome to Home Support

As this is a new program, you undoubtedly have many questions and uncertainties. Hopefully attached information will provide the answers to most of those questions.

Please do not hesitate to call if you have any questions or concerns. Your input is welcome and may be considered when setting up Home Support services specific to your individual needs.

Sincerely,

Taryn Monteith  
Community Services Coordinator

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## An Introduction to Home Support Services

### The Community Services Coordinator will:

- Assess your individual needs and authorize hours
- Determine the fee for service
- Assign a Home Support Worker
- Provide training and supervision of staff
- Answer any questions you may have regarding the Home Support Services

### The Home Support Worker

Has been asked by the Community Services Coordinator to follow these instructions:

- To provide assistance with the household duties as authorized
- To notify the Community Services Coordinator of any changes in services
- To encourage clients to be as independent as possible
- To respect individual rights and needs
- To report any problems or concerns to the Community Services Coordinator

### When the Home Support Worker Arrives:

- Explain how you prefer things done
- Tell them which tasks are a priority for the day
- Show them what equipment you have and how it works
- Be specific if there are items or an area you do not want touched

### You must supply all cleaning supplies

These guidelines are intended to assist you to have a better understanding of the Home Support services.

This program is offered by the Community Services Department and administered by the Community Services Coordinator.

The Home Support Worker is the housekeeper that you will be assigned. A specific Worker will be assigned to each client and a regular schedule will be determined.

Our service is to provide regularly scheduled light housekeeping. The Community Services Coordinator will meet with you initially and use their own judgment in allotting time, based on your needs and the size of your home. Extra time will be allotted for special tasks i.e. cleaning the oven or fridge, etc.

The following are the types of duties our Home Support Worker can perform.

### Routine Housekeeping Duties:

The Community Services Coordinator will advise the Home Support Worker which of the following tasks are to be completed for each individual client.

- Clean sink, tub, shower and toilet
- Clean mirrors
- Vacuum and sweep floors (be sure to change vacuum bags as needed)
- Wash floors
- Dust (some clients may prefer to do their own)
- Clean counter tops, table, wash dishes, stoves tops and burners
- Wipe obvious marks off walls and cupboards
- Make bed
- Tidy books, magazines, etc
- Empty garbage
- Change bedding
- Laundry if required (to use time efficiently place laundry in the machine first then proceed with regular cleaning)
- Iron clothes as requested
- Light snow shoveling – small landings/steps only
- Light weeding (small flower beds – not vegetable gardens)

### Other Duties to be Considered:

The following duties may be completed at the discretion of the Home Support Worker and only if they can do them without heavy lifting or standing on chairs, ladders etc.

- Inside of windows
- Reorganize shelves, closets, cupboard, china cabinet
- Light fixtures or ceiling fans
- Defrost and clean fridge or freezer
- Clean oven
- Move light furniture for vacuuming underneath
- Clean baseboards
- Wax floors (if applicable)

**Always look to other resources such as family members.**

**All heavy or unusual requests must have the approval of the Community Services Coordinator prior to the service being done.**

**Home Support Workers can NEVER be assigned to do the following:**

- Can or freeze fruits and vegetables
- Wash walls or ceilings
- Clean holiday trailers

- Move heavy furniture i.e. hide-a-bed, etc
- Clean windows using ladders, chairs, etc
- Remove windows to clean or clean outside windows
- Shampoo carpets
- Care for, clean or tidy up for people who do not live in the client's home on a regular basis
- Provide transportation, run errands or handle cash
- Provide child care
- Meal preparation
- Personal care of the client

**Confidentiality:**

ALL HOME SUPPORT WORKERS, BOTH DURING AND AFTER WORK HAVE A STRICT RESPONSIBILITY TO SAFEGUARD THE CONFIDENTIAL NATURE OF THE INFORMATION WITH WHICH THEY DEAL.

**Schedule:**

Your Home Support Worker will be scheduled on a regular basis. Please Inform the Community Services Coordinator as soon as possible if you need to cancel your scheduled appointment (preferably 1-2 days in advance). Not doing so may result in you being charged for that appointment.

**Payment for Home Support Services:**

The Home Support Worker will request you to initial the invoice each time she provides service to you. You will be billed at the end of each month of service.

**Please do not pay the Home Support Worker.**

Bring payment to the Lac Ste. Anne County Administration office at:  
56521 RR 65, Sangudo, Alberta  
Office Hours are Mon-Fri, 8:30-4:30

OR

Mail payment to:  
Lac Ste. Anne County  
Box 219  
Sangudo, Alberta  
T0E 2A0

**Make cheque payable to Lac Ste. Anne County; do not send cash in the mail. We are able to process Visa/Mastercard over the phone.**

If other arrangements are required please contact the Community Services Coordinator, Taryn Monteith at 1-866-880-5722 or [tmonteith@LSAC.ca](mailto:tmonteith@LSAC.ca). Please refer any questions regarding bills, payments or services concerns to the Community Services Coordinator as well.

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# Home Support Client Application

Family & Community Support Services



Date completed:	Interview date:
Client's name:	Date of birth:
Physical address (legal land description/street address of residence):	Mailing Address:
Phone number:	Community:
Marital status:	Pets:
Other people/family members living in home:	Spouse's name & date of birth:
<b>Emergency Contact #1</b> Name: _____ Relationship: _____ Phone Number(s):    Home _____ Cell        _____ Work      _____	<b>Emergency Contact #2</b> Name: _____ Relationship: _____ Phone Number(s):    Home _____ Cell        _____ Work      _____

Reason for Referral (if applicable): \_\_\_\_\_

\_\_\_\_\_

Relevant Medical Conditions: \_\_\_\_\_

\_\_\_\_\_

Potential Concerns: \_\_\_\_\_

\_\_\_\_\_

Other Agencies (if applicable): \_\_\_\_\_

\_\_\_\_\_

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### HOME SUPPORT AGREEMENT

I/We hereby request a qualified Home Support Worker, through Lac Ste. Anne County, to provide necessary housekeeping, and related services in my home at (address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Service will commence: \_\_\_\_\_

I/We agree to pay Lac Ste. Anne County at a subsidized rate of \$10.00 per hour, payable monthly. I/We understand that any hours beyond the pre-approved subsidized hours (to a maximum of three (3) hours per week) will be charged at a rate of \$20.00 per hour.

In accordance with my application for Home Support Service, I/we agree to the following:

- a. That I/we release and forever discharge Lac Ste. Anne County Community Services and the said Home Support Worker from any claim, demand, or liability whatsoever which may arise due to illness or accident to other persons, and any loss or damage of any kind whatsoever to the said home and contents.
- b. That I/we agree to allow the Home Support Worker to enter and be in my home on the mutually agreed upon dates and times.
- c. That I/we agree to notify Lac Ste. Anne County Community Services of any change in circumstances that would alter this agreement with them, i.e. income level, additional duties etc.

\_\_\_\_\_  
*Community Services Coordinator*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Client(s)*

\_\_\_\_\_  
*Date*

The personal information provided will be used to register you in the Lac Ste. Anne County program or activity and is collected under the authority of Section 33(c), of the *Freedom of Information and Protection of Privacy (FOIP) Act*. The information collected on this form will only be used for the provision of the program you have registered. For questions regarding the collection and use of this information, please contact the Lac Ste. Anne County FOIP Coordinator at 1.866.880.5722 Box 219, 56521 RR 65, Sangudo, AB T0E 2A0.

Box 219, Sangudo AB T0E 2A0

T 780.785.3411 TF 1.866.880.5722 F 780.785.2359 ■ [LSAC@LSAC.ca](mailto:LSAC@LSAC.ca)

[www.LSAC.ca](http://www.LSAC.ca)

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## REQUESTED HOME SUPPORT WORKER HOUSEHOLD RESPONSIBILITIES

REQUESTED <i>(to be completed by Client)</i>	APPROVED <i>(to be completed by Community Services Coordinator)</i>
<b>KITCHEN HOUSEKEEPING ACTIVITIES</b>	
<input type="checkbox"/> Countertops, floor, sink, stove, etc. <input type="checkbox"/> Cleaning cupboards inside and rearranging <input type="checkbox"/> Cleaning and/or defrosting the refrigerator <input type="checkbox"/> Dust off register, wipe light switches and walls	<input type="checkbox"/> Countertops, floor, sink, stove, etc. <input type="checkbox"/> Cleaning cupboards inside and rearranging <input type="checkbox"/> Cleaning and/or defrosting the refrigerator <input type="checkbox"/> Dust off register, wipe light switches and walls
<b>BEDROOM HOUSEKEEPING ACTIVITIES</b>	
<input type="checkbox"/> Make beds and change linens <input type="checkbox"/> Dust furniture <input type="checkbox"/> Sweep or vacuum floor	<input type="checkbox"/> Make beds and change linens <input type="checkbox"/> Dust furniture <input type="checkbox"/> Sweep or vacuum floor
<b>BATHROOM HOUSEKEEPING ACTIVITIES</b>	
<input type="checkbox"/> Clean sink, toilet, mirrors and tub/shower <input type="checkbox"/> Wash and/or vacuum floor	<input type="checkbox"/> Clean sink, toilet, mirrors and tub/shower <input type="checkbox"/> Wash and/or vacuum floor
<b>LAUNDRY</b>	
<input type="checkbox"/> Machine washing <input type="checkbox"/> Ironing	<input type="checkbox"/> Machine washing <input type="checkbox"/> Ironing
<b>OUTDOOR ACTIVITIES</b>	
<input type="checkbox"/> Light snow shovelling <input type="checkbox"/> Light gardening/weeding	<input type="checkbox"/> Light snow shovelling <input type="checkbox"/> Light gardening/weeding

**OTHER DUTIES REQUESTED:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*Please use the next page if more room is needed.*

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# Home Support Client Application

Family & Community Support Services



**OTHER DUTIES REQUESTED:**

Lined area for writing other duties requested.

**ADDITIONAL INFORMATION/COMMENTS:**

Lined area for writing additional information or comments.

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**Alberta Beach Village Office**

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**From:** Alberta Beach Village Office <aboffice@albertabeach.com>  
**Sent:** February 11, 2021 2:33 PM  
**To:** 'Jim Benedict'; 'Angela Duncan'; ...; 'Judy Valiquette'; 'Daryl Weber'  
**Subject:** FW: TELUS | Universal Broadband Fund | Letter of Support  
**Attachments:** Telus - Letter of Support.pdf

Good Afternoon,  
As mentioned at the Round Table Meeting, I received a letter from Telus requesting support in their application for funding to the Government Universal Broadband fund to improve access to wireless service. I have already signed off on it. Just sending out for info.

Kathy Skwarchuk,  
CAO

Alberta Beach  
Box 278  
Alberta Beach, AB  
TOE OAO  
Phone: 780-924-3181  
Fax: 780-924-3313  
[aboffice@albertabeach.com](mailto:aboffice@albertabeach.com)

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**From:** aboffice@albertabeach.com <aboffice@albertabeach.com>  
**Sent:** January 29, 2021 4:25 PM  
**To:** 'Brian Bettis' <Brian.Bettis@telus.com>  
**Subject:** RE: TELUS | Universal Broadband Fund | Letter of Support

Good Afternoon,  
Thank you for your email. Attached is the signed letter of support as requested.

Kathy Skwarchuk,  
CAO  
Alberta Beach  
Box 278  
Alberta Beach, AB  
TOE OAO  
Phone: 780-924-3181  
Fax: 780-924-3313  
[aboffice@albertabeach.com](mailto:aboffice@albertabeach.com)

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**From:** Melissa Rodriguez <[Melissa.Rodriguez@telus.com](mailto:Melissa.Rodriguez@telus.com)> **On Behalf Of** Brian Bettis

**Sent:** January 29, 2021 1:20 PM

**To:** [aboffice@albertabeach.com](mailto:aboffice@albertabeach.com)

**Subject:** TELUS | Universal Broadband Fund | Letter of Support



## TELUS | Universal Broadband Fund | Letter of Support

January 29, 2021



Brian Bettis, a member of the TELUS team

To our valued Municipal Partner CAO Skwarchuk,

TELUS is currently in the process of applying to the Canadian Government's Universal Broadband Fund for a financial contribution to improve access to wireless services within your region.

### TELUS Sites in The Village of Alberta Beach

Improving connectivity within rural communities enables residents to engage in numerous aspects of the digital economy, including those residents from underrepresented groups. Internet has become an essential service and provides access for residents to numerous benefits such as tele-health, distance learning, and telework. Today, reliable internet access has become a virtual requirement for commercial and industrial businesses, whether small or large, to operate and develop.

Access to reliable internet also provides social services within the municipality valuable avenues to serve the residents. The internet has made connecting key social service institutions with the residents who use those institutions much easier. Furthermore, this access, expedited through the Universal

Broadband Fund, will contribute to a multitude of government strategies that have become easiest to access via the internet.

Please see attached copy of this letter and indicate your support of TELUS submitting applications to improve wireless service in your municipality by signing in the indicated area and returning to me at your earliest convenience.

If you have any questions, please do not hesitate to contact me directly.

Sincerely,



Brian Bettis  
General Manager  
Northern Alberta and BC Interior  
Customer Solutions Delivery  
TELUS Communications Inc.  
Phone: 780-868-6837

Distributed to select Municipal Partners



January 29, 2021

**The Village of Alberta Beach**  
**Kathy Skwarchuk, CAO**  
**aboffice@albertabeach.com**  
**4935-50th Ave**  
**Alberta Beach, AB T0E 0A0**

**SUBJECT: Universal Broadband Fund – Letter of Support**  
**TELUS Sites in The Village of Alberta Beach**

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TELUS is currently in the process of applying to the Canadian Government's Universal Broadband Fund for a financial contribution to improve access to wireless services within The Village of Alberta Beach.

Improving connectivity within rural communities enables residents to engage in numerous aspects of the digital economy, including those residents from underrepresented groups. Internet has become an essential service and provides access for residents to numerous benefits such as tele-health, distance learning, and telework. Today, reliable internet access has become a virtual requirement for commercial and industrial businesses, whether small or large, to operate and develop.

Access to reliable internet also provides social services within the municipality valuable avenues to serve the residents. The internet has made connecting key social service institutions with the residents who use those institutions much easier. Furthermore, this access, expedited through the Universal Broadband Fund, will contribute to a multitude of government strategies that have become easiest to access via the internet.

Please indicate The Village of Alberta Beach's support of TELUS submitting applications to improve wireless service within your municipality by signing in the indicated area below.

If you have any questions, please do not hesitate to contact me directly.

Sincerely,

**Brian Bettis**  
**General Manager**  
**Northern Alberta and BC Interior**  
**Customer Solutions Delivery**  
**TELUS Communications Inc.**  
**Phone: 780-868-6837**

Authorized Signatory,	
Signed: <u>K. Skwarchuk</u>	Date: <u>Jan. 29 / 21</u>
Name: <u>KATHY SKWARCHUK</u>	
Title: <u>C.A.O.</u>	

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**ALBERTA BEACH AGRICULTURAL SOCIETY – PURCHASE OF ALBERTA BEACH AGLIPLIX:**

May 18/21 MOVED BY Mayor Benedict that the letter from the Alberta Beach & District Agricultural Society regarding their interest in the purchase of the Alberta Beach Agliplex be accepted for further review and development of a potential purchase agreement on the condition that the land remain the property of Alberta Beach and further that Council authorize a meeting between the Mayor and Ag Society President to review details of the proposal.

June 15/21 Letter was sent to Ag Society to advise on Council’s motion.

**Lease:**

Presently the A.B. Ag Society leases the building (lease attached)

**Insurance:**

Alberta Beach pays for the insurance for the A.B. Ag Society as well as the building & contents, In 2021 those costs were:

Agliplex Building (Value of \$1,862,040.00) and Contents (Value of \$162,064.00)	\$5,255.00
Alberta Beach Ag Society Contents (Value of \$122,695.00)	\$ 319.00
Alberta Beach Ag Society General Liability	\$1,546.00
Alberta Beach Ag Society Bond & Crime	\$ 472.00

**Power & Gas Utilities:**

Alberta Beach pays for 1/3 of the power and gas utilities on the Agliplex In 2021 those costs were

\$2,475.12

**Rental Costs:**

Alberta Beach is responsible for any rental costs for use of the building.

Full Day (over 8 hours)	\$350.00
Full Day (up to 8 hrs)	\$250.00
Half Day (up to 4 hours)	\$125.00



April 26, 2021

Village of Alberta Beach

Attention: Mayor Benedict

RE: Agliplex

Good afternoon Mayor,

During our recent board meeting, a motion was passed expressing our desire to purchase the Agliplex from the village and if acceptable to Village Councilors, begin the process of developing a purchase agreement. Please present this option to Council and advise us of your decision. Of course, the final agreement would need to be approved by your Council and that of the Agricultural Society Board of Directors.

We look forward to working with you further in this regard.

Sincerely,

Terry Scheiris - President

[abagsociety@gmail.com](mailto:abagsociety@gmail.com)

Box 330 Alberta Beach, Alberta T0E 0A0

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# Alberta Beach

Box 278 • Alberta Beach • Alberta • TOE OAO  
Telephone: 780-924-3181 • Fax: 780-924-3313

May 20, 2021

Alberta Beach & District Agricultural Society  
Box 330  
Alberta Beach, AB  
TOE OAO

Attention: Mr. Terry Scheiris, President

Dear Mr. Scheiris:

**Re: Purchase of Alberta Beach Agliplex**

Alberta Beach Council at their last regular meeting held on May 18<sup>th</sup>, 2021 received your letter regarding the above. Please be advised that Council made a motion to accept the letter for further review of the proposal and the development of a potential purchase agreement on the condition that the lands remain the property of Alberta Beach. Further Council authorized Mayor Benedict to meet with you to review details of the proposal.

Please do not hesitate to contact the undersigned if you require any information.

Yours truly,

*Kathy Skwarchuk*  
Kathy Skwarchuk,  
CAO

Cc: Alberta Beach Council

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**Consolidation of bylaws**

**69(1)** A council may by bylaw authorize a designated officer to consolidate one or more of the bylaws of the municipality.

(2) In consolidating a bylaw, the designated officer must

- (a) incorporate all amendments to it into one bylaw, and
- (b) omit any provision that has been repealed or that has expired.

(3) A printed document purporting

- (a) to be a copy of a bylaw consolidated under this section, and
- (b) to be printed under the authority of a designated officer,

is proof, in the absence of evidence to the contrary, of the original bylaw, of all bylaws amending it, and of the fact of the passage of the original and all amending bylaws.

1994 cM-26.1 s69

### **Division 8 Limits on Municipal Powers**

**Disposal of land**

**70(1)** If a municipality proposes to transfer or grant an estate or interest in

- (a) land for less than its market value, or
- (b) a public park or recreation or exhibition grounds,

the proposal must be advertised.

→ (2) The proposal does not have to be advertised if the estate or interest is

- (a) to be used for the purposes of supplying a public utility,
- (b) transferred or granted under Division 8 of Part 10 before the period of redemption under that Division, or
- (c) to be used by a non-profit organization as defined in section 241(f).

1994 cM-26.1 s70;1995 c24 s9

THIS INDENTURE made this 25 day of July, 2019

BETWEEN:

**ALBERTA BEACH**  
(hereinafter called the "Landlord")

- and -

**THE ALBERTA BEACH & DISTRICT AGRICULTURAL SOCIETY**  
(hereinafter called the "Tenant")

**WITNESSETH THAT:**

WHEREAS the Landlord has agreed to lease to the Tenant and the Tenant has agreed to lease from the Landlord the "Leased Premises" forming part of the Development.

In consideration of the rents, covenants and agreements hereinafter contained and by the parties to be respectively paid, observed and performed, the parties hereby agree as follows:

**ARTICLE 1 DEFINITIONS**

**1.1 Definitions**

In this lease:

- (a) "Commencement Date" means the 25 day of July, 2019;
- (b) "Development" means those buildings and improvements mentioned in the first recital hereof, located on the Lands and such additions, deletions, alterations, and improvements as may be made thereto from time to time by the Landlord;

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(c) "Hazardous Substances" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:

- (i) radioactive materials,
- (ii) explosives,
- (iii) toxic substances,
- (iv) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the Lands;

(d) "Lands" means the lands described in Schedule "A";

(e) "Lease" means this lease as from time to time amended in writing and agreed to by all parties hereto;

(f) "Leased Premises" means that portion of the Development leased to the Tenant as referred to in Section 2.1 hereof the boundaries of which are outlined in red on Schedule "A" annexed hereto;

(g) "Rent" means the rent specified in Section 4.1 hereof;

(h) "Term" means the term of this Lease as specified in Section 3.1 hereof, commencing upon the Commencement Date.

## **ARTICLE 2 DEMISE**

### **2.1 Demise**

The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord the Leased Premises for the Term and upon and subject to the covenants, conditions and agreement herein expressed.

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### **ARTICLE 3 TERM**

#### **3.1 Term**

The Tenant shall have and hold the Leased Premises for a term of in perpetuity, from the Commencement Date .

### **ARTICLE 4 RENT**

#### **4.1 Rent**

The Tenant shall pay to the Landlord as Rent, without any deduction, abatement, set-off or diminution whatsoever, the sum of One (\$1.00) Dollar per year, payable in advance on the first day of each year throughout the Term from and including the Commencement Date.

### **ARTICLE 5 UTILITIES AND EXPENSES**

#### **5.1 Caretaking**

All cleaning and caretaking of the Leased Premises shall be carried out by the Tenant at its expense.

#### **5.2 Electricity, Utilities and Services**

The Tenant shall promptly pay when due the cost of all utilities, including without limitation natural gas, electricity, water and telephone, consumed within the Leased Premises directly to the supplier of such utilities. The Landlord agrees to pay 1/3 of Electric and Natural Gas costs for the facility.

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## ARTICLE 6 USE AND OCCUPANCY OF LEASED PREMISES

### 6.1 Use of Leased Premises

The Lease Premises shall be used continuously during the Term for the purposes of the operation of a community centre and recreation grounds in accordance with the declared character and purpose of the Tenant, and for no other use. The Tenant shall not carry on nor permit to be carried on in the Leased Premises any other trade or business without the prior written consent of the Landlord, which consent may not be unreasonably withheld.

### 6.2 Tenant's General Use

The Tenant shall develop recreational and community activities in cooperation with the Landlord.

### 6.3 Nuisance

- (a) The Tenant shall not carry on any business, nor do or suffer any act or thing which is not reasonable within the Tenants mandate for operating, or constitutes a nuisance, or would result in a nuisance, or which would be offensive or an annoyance to the Landlord, to any other tenants occupying the Development, or property owners or residents surrounding the Lands. Nor shall the tenant do or suffer any waste or damage, disfiguration or injury to the Leased Premises, nor permit or suffer any overloading of the floors. Without limiting the generality of the foregoing, the Tenant shall endeavor, at all times, to avoid annoyance or inconvenience to the residents in the vicinity of the Leased Premises by reason of recorded music or band music, or any noise or activities likely to interfere with the quiet enjoyment of the premises of the surrounding residents as defined by municipal bylaws.
- (b) In the event that a complaint is received by the Landlord from a resident living in the vicinity of the Leased Premises relating to any of the matters referred to within sub-section (a) above, the landlord may make due inquiry into the circumstances surrounding the complaint. If in the Bylaw

Enforcement Officer's reasonable opinion the complaint has not been dealt with and settled by the Tenant in a satisfactory manner, the Landlord may make such directions as it feels are appropriate in order to settle the complaint in question and to avoid the occurrence of such similar complaints in the future, and the Tenant shall forthwith abide by and implement such directions.

#### 6.4 Compliance with Laws

(a) The Tenant will promptly comply with, and conform to, the requirements of every applicable law, by-law, regulation, ordinance, and order at any time or from time to time in force during the Term affecting the Leased Premises or the machinery, equipment and other facilities located in the Leased Premises.

(b) The Landlord will promptly comply with and conform to all applicable statutes, laws, by-laws, regulations, ordinances, and orders at any time or from time to time in force during the Term affecting the Development.

#### 6.5 Improvements, Alterations, Fixtures

(a) The Tenant will not, without the prior written consent of the Landlord, which shall not be unreasonably withheld, make, erect or install any partition (including moveable partitions), leasehold improvement, alteration, fixture (including trade fixtures), structure or other improvement whatsoever in or about the Leased Premises. In the event any alteration, addition, improvement or installation has been made without the written consent of the Landlord, the Landlord may require the Tenant to restore the Leased Premises to such an extent as the Landlord deems expedient.

(b) Upon the expiration or other termination of this Lease, all alterations, additions or improvements which may have been made or installed by the Tenant upon the Leased Premises (whether with or without the Landlord's consent), shall remain upon and be surrendered with the Leased Premises as a part thereof without disturbance, molestation or injury and shall be and become the absolute property of the Landlord.

(c) Notwithstanding Section 6.6(b), the Landlord may, by written notice to the Tenant prior to or after the expiration or termination of the Term, require the removal, at the expense of the Tenant, of any or all of the partitions, leasehold improvements, alterations, fixtures (including trade fixtures), structures or other improvements located within the Leased Premises and/or the restoration of the Leased Premises to the same condition that they were in before any partition, leasehold improvement, alteration, fixture, structure or other improvement was made, erected or installed, such work to be done by or at the direction of the Landlord.

#### 6.6 Tenant's Work and Improvements

The tenant is authorized to apply for Grant funding for private, municipal, provincial and federal sources for Landlord approved upgrades to the facility and the Landlord will work collaboratively to ensure the Tenant receives reasonable timely approval to proceed with such upgrades on the condition that municipal codes and requirements are satisfied.

#### 6.7 Insurance

(a) The Landlord shall throughout the Term and during any other time the Tenant occupies the Leased Premises or a part thereof, with its sole costs at the Tenants expense, take out and keep in full force and effect the following insurance:

- (i) "all risks" insurance (including but not limited to flood, seepage and sewer back-up coverage) upon all structures and property of every kind and description located within the Leased Premises, in the amount not less than the full replacement cost thereof;
- (ii) comprehensive general liability insurance with inclusive limits of not less than \$2,000,000.00 per occurrence, which shall include coverage for host liability; and
- (iii) any other form of insurance as the Tenant or Landlord may reasonably require from time to time in form, in amounts and for insurance risks against which a prudent tenant under similar circumstances would insure.



(iv) The Tenant will have the sole responsibility of carrying Directors Liability insurance at no cost or expectation of the Landlord.

(b) Each insurance policy referred to in 6.8(a) shall name the Landlord and any person, firm or corporation designated by the Landlord as additional named insured's as their interest may appear.

(c) The Tenant will indemnify the Landlord and save it harmless from and against any and all claims, actions, damages, liabilities and expenses including lawyer's and other professional fees, in connection with loss of life, personal injury, damage to property, and/or any other loss or injury whatsoever arising from or out of the occupancy or use by the Tenant of the Leases Premises or any other part of Development occasioned wholly or in part by any act or omission of the Tenant, its officers, agents contractors, employees, sublessees, licensees, concessionaires or by anyone permitted by the Tenant to be in the Development or the Leased Premises. This section 6.8(d) shall survive the termination of the lease.

#### 6.8 Signs

Any signs permanently placed by the Tenant on the Leased Premises shall be first approved in writing by the Landlord, such approval is not to be unreasonably withheld. The maintenance and repair of any signs relating to the Tenant shall be the Tenant's responsibility. Temporary event signs will be exempt, however, must be removed within 36 hours of the completion of any event and must comply with local signage bylaws.

#### 6.9 Inflammable or Dangerous Substances

The Tenant represents, covenants and warrants to and in favor of the Landlord that:

(a) it shall not allow any Hazardous Substance to be placed, held, located or disposed of on, under or at the Leased Premises without the prior written

consent of the Landlord which consent may be arbitrarily or unreasonably withheld;

- (b) it shall not allow the Leased Premises to be utilized in any manner in contravention of any applicable laws intended to protect the environment, including without limitation, laws respecting the disposal and emission of Hazardous Substances;
- (c) to the extent that Hazardous Substances are, with the Landlord's consent, placed, held, located or disposed of on, under or at the Leased Premises in accordance with the terms hereof, the Tenant shall:
  - (i) comply with, or cause to be complied with, all applicable laws and regulations relating to the use, storage and disposal of the Hazardous Substances.
  - (ii) at the request of the Landlord, provide evidence to the Tenant of compliance with all applicable laws and regulations, such evidence to include inspection reports and such tests as the landlord may reasonably require, all at the expense of the Tenant;

#### 6.10 Indemnity

The Tenant hereby indemnifies and saves harmless the Landlord and its successors and assigns from and against any and all losses, liabilities, damages, costs and expense of any kind whatsoever including, without limitation:

- (a) the costs of defending, counter-claiming or claiming over against third parties in respect of any action or matter including legal fees, costs and disbursements on a solicitor and his own client basis and at all court levels;
- (b) any cost, liability or damage arising out of a settlement of any action entered into by the Landlord with or without the consent of the Tenant; and
- (c) the costs of repair, clean-up or restoration paid by the Landlord and any fines levied against the Tenant or the Landlord,

which at any time or from time to time may be paid, incurred or asserted against the Landlord, as to a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission or release, of Hazardous Substances from the Leased Premises either onto any lands (including the Lands), into the atmosphere or into any water. This indemnification shall survive the expiration of the Term of the Lease and the termination of the Lease for whatever cause or any renewal of the Lease.

## **ARTICLE 7 REPAIRS**

### **7.1 Tenant's Repairs**

The Tenant covenants to maintain, repair and keep tidy to the condition the Leased Premises was in at the beginning of this lease (including without limiting the generality of the foregoing, replacing damaged glass, repairing damage caused by trespassers, and attending to all structural repairs) as determined by the Landlord. The Tenant shall make all repairs and maintenance (including periodic painting and decoration) with all due diligence as a result of normal wear and tear.

### **7.2 Maintenance by Tenant**

The Tenant covenants that the Landlord may enter the Leased Premises upon twenty-four (24) hours written notice to determine the condition of the Leased Premises. Within Thirty (30) days of the receipt of written notice from the Landlord of the requirement for repairs or maintenance, the Tenant shall repair any damage or undertake any maintenance required as directed by the Landlord.

(a) Surrounding grounds maintenance to be completed by Landlord.

(b) Tenant is responsible for snow, ice and ice buildup clearing from all walkways and doorways.

### **7.3 Repair Where Tenant is at Fault**

If any part of the Development (other than the Leased Premises) including without limitation the common water pipes, sprinkler system pipes, drainage

pipes, electric lighting or other equipment of the Development, requires repair or becomes damaged or destroyed through the negligence, carelessness or willful act or omission of the Tenant, or those in law for whom it is responsible, or all other persons conducting business upon or from the Leased Premises, the Tenant shall forthwith attend to such repairs, and the cost of the necessary repairs, replacements or alterations will be borne by the Tenant.

#### 7.4 Repair on Termination

Upon the expiration of the Term or upon the earlier termination of this Lease, the Tenant covenants to surrender the Leased Premises in substantially the same condition (including, without restriction, clean and free of any Hazardous Substances) as the Tenant is required to maintain under the terms of this Lease.

#### 7.5 Notice of Accident, Defects, Etc.

The Tenant shall give to the Landlord prompt notice of any accident to or defect in the plumbing, water pipes, heating, ventilating and air conditioning systems, electrical equipment, conduits or wires or of any damage or injury to the Leased Premises or to any person therein howsoever caused. Provided that nothing herein shall be construed so as to require repairs to be made by the Landlord except as expressly provided in this Lease.

### **ARTICLE 8 TAXES**

#### 8.1 Tenant's Taxes

The Tenant shall pay promptly, when due, all business, sales, machinery, equipment and all other taxes, assessments, charges and rates, as well as any permit or license fees, attributable to the Leased Premises or the property, business, sales or income of the Tenant in respect of the Leased Premises.

### **ARTICLE 9 LICENSES, ASSIGNMENTS AND SUBLETTINGS**

9.1 Licenses, Assignments and Subletting

The Tenant will not, without the prior written consent of the Landlord, assign or sublet this Lease or the Leased Premises in whole or in part, which consent will not be unreasonably withheld. The Tenant shall, however, be permitted to occasionally rent the Leased Premises or portions thereof to organizations or individuals for uses which are consistent with the uses permitted under this lease.

**ARTICLE 10 DEVELOPMENT TITLE**

10.1 Assignment by Landlord

Without limiting the right of the Landlord to assign this Lease, the Landlord shall be entitled to assign this Lease as security for any mortgage(s) upon the Development or any part thereof, or assign this lease in relation to a sale of the Leased Premises or the Development, and the Tenant covenants, if requested, to acknowledge the assignment and the new landlord. Upon any purchaser of the Leased Premises of the Development agreeing to be bound by the provisions of this Lease as a Landlord, the Landlord shall be released from the performance of any and all obligations under this Lease.

10.2 Mechanics' and Other Liens

The Tenant covenants not to permit any construction, mechanics' or other liens, mortgages, or conditional sales contracts to be registered against title to the Leased Premises or to the Development. The Tenant shall forthwith do all things and perform all acts necessary in order to obtain a discharge any such registrations upon receipt of notice of their existence.

10.3 No Registration

The Tenant covenants and agrees with the landlord that it will not register this Lease in the Land Titles Office. The Tenant shall be at liberty to file a caveat against title to the Development giving notice of this Lease. Any such caveat filed shall, at the request of the Landlord, be postponed to any registration registered against title to the Development.

## **ARTICLE 11 LIABILITIES**

### **11.1 Theft**

The Landlord shall not be liable for the theft of any property at any time in the Leased Premises or the development unless that which may be covered by joint use insurance policies agreed by both parties.

## **ARTICLE 12 TENANT'S DEFAULT**

### **12.1 Default and Termination**

In the event that the Tenant:

- (a) fails to pay any sums payable hereunder to the landlord on the due date for payment required under this Lease;
- (b) the Tenant is, or becomes, insolvent or bankrupt or if the Tenant:
  - (i) makes any assignment for the benefit of creditors,
  - (ii) is declared bankrupt,
  - (iii) seeks the protection of the *Bankruptcy and Insolvency Act*, the *Companies Creditors Arrangement Act* or like legislation,
  - (iv) disposes of all or substantially all of its assets without the consent of the Landlord, or
  - (v) ceases to be incorporated pursuant to either the *Societies Act* or the *Agricultural Societies Act*, or commences proceedings to

wind itself up or if winding up proceedings are commenced in respect of the Tenant; or

- (c) the Tenant breaches any other term of this Lease and such default is not cured within Thirty (30) days following the receipt by the Tenant of a written demand from the Landlord specifying the nature of the default in question;

The Landlord shall be entitled to immediately re-enter the Leased Premises, either with or without terminating this Lease, as though the Tenant or the servants of the Tenant or any other occupants of the Leased Premises was or were holding over after the expiration of the Term and the Term shall be terminated as of the re-entry.

#### 12.2 Landlord's Right to Perform

In addition to all other remedies the Landlord may have by this Lease at law or in equity, if the Tenant defaults in any of its obligations, the Landlord may at its option perform any such obligation after Fifteen (15) days written notice to the Tenant and in such event the cost of performing the obligation plus an administrative charge of twenty percent (20%) of this cost, shall be payable by the Tenant to the Landlord as Rent, together with interest at the rate of prime + 3% per annum, calculated and compounded semi-annually, calculated from the date of the performance of the obligation by the Landlord forthwith upon demand. On default of this payment, the Landlord shall have the same remedies as on the default of payment of Rent.

#### 12.3 Alternative Remedies

Save and except for where the parties submit to binding arbitration as provided within this Lease, the landlord may from time to time resort to any or all of the rights and remedies available to it in the event of any default hereunder by the Tenant, either by any provision of this Lease or by statute, at law or in equity and all rights and remedies are intended to be cumulative and not alternative and the express provisions hereunder as to certain rights and remedies are not to be interpreted as excluding any other or additional rights and remedies available to the Landlord at law or in equity.

#### 12.4 Waiver

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The waiver by the Landlord of a breach of a term, covenant or condition herein contained will not be deemed to be a waiver of a subsequent breach of the same or another term, covenant or condition herein contained. The subsequent acceptance of Rent by the landlord will not be deemed to be a waiver of a preceding breach by the Tenant of a term, covenant or condition of this Lease, other than the failure of the Tenant to pay the particular Rent accepted, regardless of the Landlord's knowledge of the preceding breach at the time of acceptance of the Rent. No covenant, term or condition of this Lease will be deemed to have been waived by the Landlord unless the waiver is in writing signed by the Landlord.

#### 12.5 Costs

In the event the Tenant defaults under any term of this Lease, the Tenant shall reimburse the landlord forthwith for all legal fees and disbursements on a solicitor and his own client full indemnity basis and for all bailiff's fees and disbursements that the Landlord may incur as a result of such default, such fees and disbursements being payable by the Tenant on demand as Rent.

### **ARTICLE 13 DISPUTE RESOLUTION**

#### 13.1 Arbitration

In the event of dispute arising between the Landlord and the Tenant with respect to those matters referred to within Sections 6.3, 6.4(b) and 7.2 of this Lease, either party may require arbitration of the dispute by giving the opposite party written notice of such intention to arbitrate. In such event, the dispute shall be determined by arbitration in accordance with the Arbitration Act (Alberta), as amended or replaced from time to time.

### **ARTICLE 14 GENERAL PROVISIONS**

#### 14.1 Renewal

Provided the Tenant is not in default of any of its obligations hereunder, the Tenant shall have the option, to continue under the lease agreement in perpetuity.



14.2 The Tenant and or Landlord may terminate this agreement upon written notice of one calendar year.

14.3 Financial and Additional Information

On or before the Commencement Date, the Tenant shall provide the Landlord with the names and addresses of all directors and officers for the Tenant. Throughout the Term, the Tenant shall forthwith advise the Landlord of any changes to the names and addresses of the said directors. The Tenant will provide financial statements to the Landlord within 120 days of the Tenant's fiscal yearend.

14.4 Lease Entire Agreement

It is hereby understood and agreed by and between the parties that the terms and conditions set forth herein, together with the terms and conditions set forth in any schedules and/or plans annexed hereto embrace all of the terms and conditions of the Lease, and supersede and take the place of any and all previous agreements or representations of any kind, written, oral or implied, heretofore made by anyone in reference to the Leased Premises, or in any way affecting the Development or equipment of which the same forms a part. The said schedules and/or plans shall and do form a part of this Lease as fully as if the same were included in the main body hereof. All of the provisions of this Lease shall be construed as covenants and agreements. If any provision of this Lease is illegal or unenforceable it shall be considered separate and severable from the remaining provisions of this Lease, and the remaining provisions shall remain in force and be binding as though the said illegal or unenforceable provisions had never been included.

14.5 Modification to the Agreement

No amendment to or waiver of any provision of this Lease or any consent required or permitted hereunder shall be deemed or taken as made or given unless such amendment, waiver or consent is in writing, signed under the

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corporate seal by an authorized signing officer for the Landlord, and previously approved by the council for the Landlord.

#### 14.6 Emergency use of Facility

In the event of a State of Local Emergency, as declared by the landlord or Mutual Aid Partner, the tenant agrees to immediately suspend all activities and surrender the facility to the landlord for use as a command centre or reception contact point for either local emergencies or emergencies declared under their Mutual Aid agreements with surrounding municipalities. Once the emergencies have been deemed concluded by the Landlord, the facility will be returned to the Tenant so that it may resume normal operations.

#### 14.7 Laws of Alberta to Govern

This Agreement shall be governed in accordance with the laws of the Province of Alberta and the parties hereto submit to such jurisdiction.

#### 14.8 Notices

A notice, demand, request, consent or other instrument required or permitted to be given under this Lease (in this Section 14.7 called "Notice") shall be in writing and shall be given and deemed to have been received as provided in this Section 14.8.

"Notices" shall be addressed to the parties at their respective addresses as follows:

(a) to the Landlord: Alberta Beach  
Box 278  
Alberta Beach, AB T0E 0A0  
aboffice@albertabeach.com

(b) to the Tenant The Alberta Beach and District Agricultural Society  
Box 330

Alberta Beach, AB T0E 0A0  
abagsociety@gmail.com

Any Notice must be (e)mailed in Canada or the continental United States of America or by prepaid registered post, or Electronic Email Transmission. A Notice shall be deemed to have been received by the party to whom the Notice is addressed on that day which is Five (5) business days following the date that the Notice was (e)mailed, provided that at the time of mailing there is not an actual or apprehended interruption in mail service, by labour dispute or otherwise. Notwithstanding the aforesaid, in the event of an actual or apprehended interruption in mail service, or at any time if the party giving notice so elects, Notice shall be in writing and delivered to and left at the address for Notice of the party to whom it is to be given during normal business hours on a business day and shall have been deemed to be received on the date of delivery.

A party may at any time give Notice to the other party of a change of its address or email address for the purpose of giving Notice and from and after the giving of such Notice, the address therein shall be deemed to be the address of that party.

#### 14.9 Captions

The captions in bold face for clauses of this Lease are for convenience only and are not to be considered a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease.

#### 15.0 Time of the Essence

Time shall be of the essence for this Lease and for each and every part hereof.

#### 16.0 Parties Hereto

This Lease shall endure to the benefit of and be binding upon the parties hereto, and their respective heirs, executors, successors and permitted assigns. Where the Tenant is more than one person/entity/corporation, all persons/entities/corporations designated as being part of the Tenant shall be

jointly and severally bound by the terms, covenants and agreements contained within this Lease.

**IN WITNESS WHEREOF** the parties hereto have executed this document on the dates written below:

VILLAGE OF ALBERTA BEACH

  
\_\_\_\_\_  
JIM BENEDICT, MAYOR

DATE: July 18/19.

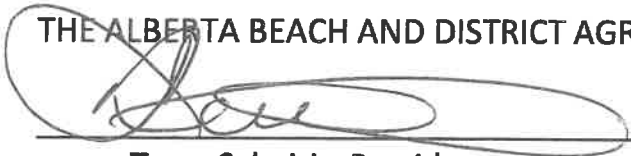
VILLAGE OF ALBERTA BEACH

  
\_\_\_\_\_  
KATHY SKWARCHUK, C.A.O.


DATE: July 18/19.

(Seal)

THE ALBERTA BEACH AND DISTRICT AGRICULTURAL SOCIETY

  
\_\_\_\_\_  
Terry Scheiris, President

DATE: July 25/19

  
\_\_\_\_\_  
Sherrie Westerlund, Vice President

DATE: July 25/19

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**SCHEDULE "A"**

**DESCRIPTION OF LANDS**

**LEGAL DESCRIPTION**

Part of Lot 3, Block 26, Plan 8506ET

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