



# Village of Marwayne

## Agenda

Regular Village Council Meeting  
Monday, September 28, 2020 @ 7:00 PM  
Horton Agencies Board Room/Zoom Video Conferencing

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	Page
1 CALL TO ORDER	
2 ADOPTION OF AGENDA	
2.1 September 28th, 2020 Regular Village Council Meeting Agenda	
<b>Be it resolved that the September 28th, 2020 Regular Village Council Meeting Agenda be approved as presented.</b>	
3 ADOPTION OF MINUTES	
3.1 September 14th, 2020 Regular Village Council Meeting Minutes	4 - 7
<b>Be it resolved that the September 14th, 2020 Regular Village Council Meeting Minutes be approved as presented.</b>	
4 DELEGATIONS	
5 PUBLIC HEARING	
6 KEY STRATEGY: ADDRESSING SERVICE NEEDS	
6.1 Capital Renewal Plan Update	8 - 9
<b>Be it resolved that the Capital Renewal Plan be received as information.</b>	
7 KEY STRATEGY: SAFE & CARING COMMUNITY	
7.1 Letter of Support for the Friends of Marwayne Society	
<b>Be it resolved that the Village of Marwayne provide a letter of support for the Friends of Marwayne Society to apply for grant funding towards the construction of the splash park.</b>	
8 KEY STRATEGY: PLANNING FOR GROWTH & CHANGE	
8.1 Sale of S10 Railway Avenue	10 - 11
<b>Be it resolved that the offer to purchase S10 Railway Avenue South be received as information.</b>	
8.2 Renewal of Contract to Sell Residential Properties	12 - 18
<b>Be it resolved that the Village of Marwayne renew its contracts with Re/Max Lloydminster for the sale of the Villages residential properties.</b>	

9	KEY STRATEGY: PURSUING OPERATIONAL & ORGANIZATIONAL EXCELLENCE	
9.1	License Agreement Renewal on Part of SE 26-52-3-4 Plan 370ET	19 - 45
	<b>Be it resolved that the Village of Marwayne renew the License Agreement on Part of SE 26-52-3-4 Plan 370ET for a period of five (5) years commencing on September 1st, 2021.</b>	
9.2	Sale of 1996 Ford F250 Truck	
	<b>Be it resolved that the Village of Marwayne sell the 1996 Ford F250 Truck to Mr. Ed Lang for the sum of \$1800.00.</b>	
9.3	AMSC/Sunlife Benefits	46 - 66
	<b>Be it resolved that the AMSC/Sunlife Benefits Flexible Spending Account Details be received as information.</b>	
10	ADMINISTRATIVE REPORTS	
10.1	Councillor Reports	67 - 78
	<b>Be it resolved that the following Councillor Reports be received as information:</b>	
	<ul style="list-style-type: none"> <li>• July 8th, 2020 Marwayne Public Library Meeting Minutes</li> <li>• August 25th, 2020 Vermilion River Regional Waste Management Services Commission Meeting Minutes</li> <li>• September 17th, 2020 Vermilion River Regional Alliance Meeting Minutes</li> <li>• September 22nd, 2020 Vermilion River Regional Waste Management Services Commission Meeting Minutes</li> </ul>	
10.2	Chief Administrative Officer Report	79 - 84
	<b>Be it resolved that the Chief Administrative Officer Report be received as information.</b>	
11	FINANCIAL	
11.1	Monthly Financial Report	85 - 86
	<b>Be it resolved that the August 2020 Monthly Financial Report be received as information.</b>	
11.2	Cheque Distribution Report	87
	<b>Be it resolved that the Accounts Payable Invoices being over \$5,000.00 but within budget be approved and authorized to be paid as presented. Be it further resolved that the Accounts Payable Invoices being less than \$5,000.00 but within budget be received as information.</b>	

- 12 CORRESPONDENCE
- 12.1 September 10th, 2020 Letter from Alberta Health Services 88
- Be it resolved that the September 10th, 2020 Letter from Alberta Health Services be received as information.**
- 12.2 September 11th, 2020 Letter from Alberta Seniors and Housing 89 - 90
- Be it resolved that the September 11th, 2020 Letter from Alberta Seniors and Housing be received as information.**
- 13 CONFIDENTIAL
- 14 SETTING OF THE NEXT MEETING
- 14.1 October 2020 Meeting Dates
- Be it resolved that the next Regular Village Council Meetings be held on Tuesday October 13th and Monday October 28th, 2020 at 7:00 p.m. at the Horton Agencies Boardroom as well as via Zoom Video Conferencing.**
- 15 ADJOURNMENT



**Village of Marwayne**  
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Marwayne, AB T0B 2X0  
  
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marwayne.ca

**Minutes of the Regular Meeting of the Council of the Village of Marwayne**  
In the Province of Alberta, held on Monday September 14<sup>th</sup>, 2020  
Commencing at 7:00 PM at the Horton Agencies Boardroom and via Zoom  
Video Conferencing

**PRESENT**

Mayor Cheryle Eikeland  
Deputy Mayor Ashley Rainey  
Councillors Rod McDonald, Tara Lawrence and Chris Neureuter  
Chief Administrative Officer Shannon Harrower

**1. CALL TO ORDER**

Mayor C. Eikeland called the July 13<sup>th</sup>, 2020 Village of Marwayne Council Meeting to order at 7:01 p.m.

**2. ADOPTION OF AGENDA**

**September 14<sup>th</sup>, 2020 Regular Council Meeting Agenda**

**2020-09-01**

**Moved By Councillor R. McDonald**

Be it resolved that the September 14<sup>th</sup>, 2020 Regular Village of Marwayne Council Meeting Agenda be approved as presented.

**CARRIED**

**3. ADOPTION OF MINUTES**

**August 24<sup>th</sup>, 2020 Regular Council Meeting Minutes**

**2020-09-02**

**Moved By Councillor C. Neureuter**

Be it resolved that the July 13<sup>th</sup>, 2020 Village of Marwayne Council Meeting Minutes be approved as presented.

**CARRIED**

**4. KEY STRATEGY: ADDRESSING SERVICE NEEDS**

**Public Works Foreman Report**

**2020-09-03**

**Moved By Deputy Mayor A. Rainey**

Be it resolved that the Public Works Foreman Report be received as information.

**CARRIED**

**Regional Water Operator Report**

**2020-09-04**

**Moved By Deputy Mayor A. Rainey**

Be it resolved that the Regional Water Operator Report be received as information.

**CARRIED**



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**5. DELEGATIONS**

7:20PM Sergeant Corey Buckingham from the Kitscoty RCMP

**6. CLOSED SESSION – CONFIDENTIAL**

**2020-09-05**

**Moved By Deputy Mayor A. Rainey**

Be it resolved that the Council for the Village of Marwayne move to a closed session at 7:25 p.m. with all members in attendance.

**FOIP Section 24 (1) – Advice from Officials**

**2020-09-06**

**Moved By Deputy Mayor A. Rainey**

Be it resolved that the Council for the Village of Marwayne return to an open session at 7:40 p.m. with all members in attendance.

**7. KEY STRATEGY: PLANNING FOR GROWTH & CHANGE**

**Splash Park Proposal and Survey Results**

**2020-09-07**

**Moved By Deputy A. Rainey**

Be it resolved that the Village of Marwayne provide a letter of intent to the Friends of Marwayne non-profit society indicating that the land to the North of the seniors living complex will be dedicated to the construction of the splash park. Be it further resolved that the Village of Marwayne assume the annual operational and maintenance costs of the splash park upon completion of the project by the Friends of Marwayne non-profit society.

**CARRIED**

**8. KEY STRATEGY: PURSUING OPERATIONAL & ORGANIZATIONAL EXCELLENCE**

**2021 ATCO Franchise Fee**

**2020-09-08**

**Moved By Councillor C. Neureuter**

Be it resolved that the 2021 ATCO Franchise Fee percentage be set to 6% of the Village of Marwayne's distribution revenue.

**CARRIED**

**9. ADMINISTRATIVE REPORTS**

**Councillor Reports**

**2020-09-09**

**Moved By Deputy Mayor A. Rainey**

Be it resolved that the following Councillor Reports be received as information:

- August 25<sup>th</sup>, 2020 Vermilion River Regional Waste Management Services Commission Meeting Minutes
- August 26<sup>th</sup>, 2020 Update from the Northern Lights Library System



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- Update on the next Marwayne Public Library Board Meeting scheduled for November 4<sup>th</sup>, 2020

**CARRIED**

**Chief Administrative Officer Report**

**2020-09-10**

**Moved By Councillor C. Neureuter**

Be it resolved that the Chief Administrative Officer Report be received as information.

**CARRIED**

**10. FINANCE**

**Cheque Distribution Report**

**2020-09-11**

**Moved By Councillor R. McDonald**

Be it resolved that the Accounts Payable Invoices being over \$5,000.00 but within budget be approved and authorized to be paid as presented. Be it further resolved that the Accounts Payable Invoices being less than \$5,000.00 but within budget be received as information.

**CARRIED**

**Bank Reconciliation Reports**

**2020-09-12**

**Moved By Councillor R. McDonald**

Be it resolved that the January to July 2020 Bank Reconciliation Reports be received as information.

**CARRIED**

**Monthly Utility Bill Report**

**2020-09-13**

**Moved By Councillor C. Neureuter**

Be it resolved that the June 2020 Monthly Utility Bill Report and Utility Deposit Review be received as information.

**CARRIED**

**2019 Draft Audited Financial Statements**

**2020-09-14**

**Moved By Deputy Mayor A. Rainey**

Be it resolved that the 2019 Audited Financial Statements be approved as presented.

**CARRIED**

**Quarter 1 Fiscal and Economic Update from Alberta Counsel**

**2020-09-15**

**Moved By Councillor R. McDonald**

Be it resolved that the Quarter 1 Fiscal and Economic Update be received as information.



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**CARRIED**

**11. CORRESPONDENCE**

**September 11<sup>th</sup>, 2020 Letter from Municipal Affairs**

**2020-09-16**

**Moved By Councillor R. McDonald**

Be it resolved that the September 11<sup>th</sup>, 2020 Letter from Municipal Affairs regarding the 2018 Municipal Accountability Program Review be received as information.

**CARRIED**

**12. CLOSED SESSION – CONFIDENTIAL**

**2020-09-17**

**Moved By Deputy Mayor A. Rainey**

Be it resolved that the Council for the Village of Marwayne move to a closed session at 8:16 p.m. with all members in attendance.

**FOIP Section 24 (1) – Advice from Officials**

**2020-09-18**

**Moved By Deputy Mayor A. Rainey**

Be it resolved that the Council for the Village of Marwayne return to an open session at 8:20 p.m. with all members in attendance.

**13. ADJOURNMENT**

Being that the September 14<sup>th</sup>, 2020 Council Meeting agenda matters for the Village of Marwayne have concluded, the meeting adjourned at 8:22 p.m.

**Approved this 28<sup>th</sup> day of September 2020.**

\_\_\_\_\_  
Cheryle Eikeland, Mayor

\_\_\_\_\_  
Shannon Harrower, CAO

Village of Marwayne		YR	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Item	Cost	Rates	1.033	1.068	1.103	1.140	1.177	1.216	1.257	1.299	1.342	1.386	1.432	1.480	1.529	1.580	1.632	1.686
<b>CAPITAL RENEWAL PLAN FOR WATER, SEWER, STREETS</b>		2016 estimates																
<b>Year 2 of SCF Project</b>																		
N 1st St & corner of N 2nd Ave/N3rd St at WTP	\$ 599,000	\$	599,000															
<b>Year 3 of SCF Project</b>																		
N2 Avenue, N3 Street to S2 Street	\$ 1,078,763			\$ 1,078,763														
<b>Water Service Replacement Program</b>	\$ 500,000			\$ 275,736		\$ 294,349												
<b>Reservoir Expansion - includes reservoir fixes</b>	\$ 1,000,500	\$	1,000,500															
<b>Lift Station Replacement/Upgrades</b>	\$ 200,000										\$ 277,252							
<b>Bridge Replacement</b>	\$ 150,000					\$ 176,609												
<b>Project A - S2 Street, Centre Street to Hwy 897</b>																		
<b>Section</b>	<b>Priority</b>	<b>Cost</b>																
Replace Sidewalk - S1 Avenue to Centre Street	1	\$83,847.47																
Future Relining - MH 77 to MH 78	2	\$108,570.00																
Full Length Replacement - MH 78 to MH 79	1	\$62,700.00																
Spot Repair and Relining - MH 87 to MH 92	1	\$147,440.00																
Spot Repair and Relining - MH 92 to MH 91	1	\$146,810.00																
Replace Watermain - N2 Avenue to S1 Street	2	\$363,400.00																
Replace Watermain - S1 Street to Hwy 897	1	\$284,400.00																
		<b>\$1,197,167.47</b>						\$ 1,364,245										
<b>Project B - N3 Street, N2 Avenue to 4 Avenue N</b>																		
<b>Section</b>	<b>Priority</b>	<b>Cost</b>																
Full Length Replacement - MH 56 to MH 57	1	\$169,785.00																
Replace Watermain - 4 Avenue N to N3 Avenue	2	\$276,500.00																
Replace Watermain - N3 Avenue to N2 Avenue	1	\$167,480.00																
		<b>\$613,765.00</b>						\$ 746,635										
<b>Project C - Railway Avenue, 3rd Street to Hwy 897</b>																		
<b>Section</b>	<b>Priority</b>	<b>Cost</b>																
Replace Sidewalk - 1 Street S to Hwy 897, West Side	1	\$18,724.49																
Future Full Length Replacement - MH 82 to MH 83	2	\$167,805.00																
Future Full Length Replacement - MH 83 to MH 84	2	\$166,815.00																
Future Spot Repair and Relining - MH 89 to MH 90	2	\$142,925.00																
Replace Watermain - N3 Street to Centre Street	1	\$309,680.00																
Replace Watermain - Centre Street to S3 Street	2	\$412,380.00																
<b>TOTAL</b>		<b>\$1,218,329.49</b>						\$ 1,582,122										
<b>Project D - Railway Avenue, N5 Street to N3 Street &amp; 4 Avenue N, N2 Street to S2 Street</b>																		
<b>Section</b>	<b>Priority</b>	<b>Cost</b>																
Full Length Replacement - MH 52 to MH 53	1	\$130,515.00																
Full Length Replacement - MH 103 to MH 107	1	\$158,400.00																
Full Length Replacement - MH 64 to MH 65	1	\$148,005.00																
Spot Repair and Relining - MH 66 to MH 67	1	\$142,190.00																
		<b>\$579,110.00</b>																
<b>Project E - Hwy 897, S2 Street to S5 Street</b>																		



Section	Priority	Cost																	
Spot Repair and Relining - MH 94A to MH 94	1	\$116,675.00																	
Spot Repair and Relining - MH 94 to MH 95	1	\$124,550.00																	
Future Relining - MH 93 to MH 94	2	\$99,330.00																	
Replace Watermain - S2 Street to South of S3 Stre	2	\$372,880.00																	
Replace Watermain - S3 Street, Railway Ave to S1	2	\$276,500.00																	
		<b>\$989,935.00</b>															\$ 1,464,939		
<b>Project F - N2 Avenue, N3 Street to S2 Street</b>																			
Section	Priority	Cost																	
Replace Watermain - S2 Street, N2 Avenue to 4 A	2	\$363,400.00																	
Replace Watermain - N3 Street, N2 Avenue to Rai	2	\$241,740.00																	
		<b>\$605,140.00</b>																	
<b>Scada</b>																			
completion of Scada 2 - ACP grant		\$ 188,595.00	\$ 153,595																
Transfer to reserves - grant funding above capital expense		\$75,802.00	\$ 75,802																
Highway 897/S 5th St intersection upgrade		\$300,000.00		\$ 330,883															
complete storm drainage		\$1,000,000.00		\$ 200,000		\$ 300,000		\$ 500,000											
upgrade lights Railway Ave to match Centre St		\$195,000.00				\$ 253,227													
pave S 1st Ave (school/church block)		\$200,000.00						\$ 295,967											
water main extention to Industrial Area		\$300,000.00							\$473,918	\$ -									
<b>Total for water, sewer, streets</b>		<b>\$10,385,967</b>	<b>\$ 1,828,897</b>	<b>\$ 1,078,763</b>	<b>\$ 606,619</b>	<b>\$ 1,564,245</b>	<b>\$ 470,958</b>	<b>\$ 746,635</b>	<b>\$ -</b>	<b>\$ 2,135,349</b>	<b>\$ -</b>	<b>\$ 1,080,047</b>	<b>\$ -</b>	<b>\$ 2,260,905</b>	<b>\$ -</b>	<b>\$ 473,918</b>	<b>\$ -</b>		
<b>Trails/Green Areas/playgrounds</b>																			
Subdivisions: Phase 4 residential development	8 lots left in 2	\$ 70,000	\$ 1,000,000	\$ 74,725	\$ 431,555	\$ 568,445													
Industrial Park/land development	no capacity to do, not included in plan																		
<b>Equipment Replacement:</b>																			
Reserves/previous year excess		\$ 6,459				\$ 224,700	\$ 224,700	\$ 224,700											
Bobcat Exchange Program			\$ 54,443	\$ 56,250	\$ 58,118	\$ 60,047	\$ 62,041	\$ 64,100	\$ 66,229	\$ 68,427	\$ 70,699	\$ 73,046	\$ 75,471	\$ 77,977	\$ 80,566	\$ 83,241	\$ 86,004		
Water Op Truck Replacement Program		\$ 41,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 45,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 45,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 45,000		
<b>Total Rec/Equipment/Industrial</b>		<b>\$ 1,070,000</b>	<b>\$ 47,459</b>	<b>\$ 135,168</b>	<b>\$ 62,250</b>	<b>\$ 495,673</b>	<b>\$ 66,047</b>	<b>\$ 107,041</b>	<b>\$ 294,800</b>	<b>\$ 72,229</b>	<b>\$ 299,127</b>	<b>\$ 76,699</b>	<b>\$ 686,491</b>	<b>\$ 81,471</b>	<b>\$ 308,677</b>	<b>\$ 86,566</b>	<b>\$ 89,241</b>	<b>\$ 131,004</b>	
<b>TOTAL CAPITAL INFRASTRUCTURE PLAN</b>		<b>\$11,455,967</b>	<b>\$ 1,876,356</b>	<b>\$ 1,213,931</b>	<b>\$ 668,869</b>	<b>\$ 2,059,918</b>	<b>\$ 537,005</b>	<b>\$ 853,676</b>	<b>\$ 294,800</b>	<b>\$ 2,207,577</b>	<b>\$ 299,127</b>	<b>\$ 1,156,746</b>	<b>\$ 686,491</b>	<b>\$ 2,342,377</b>	<b>\$ 308,677</b>	<b>\$ 560,484</b>	<b>\$ 89,241</b>	<b>\$ 131,004</b>	
<b>Grant Income</b>																			
Gas Tax Fund (done 2021)		\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000													
MSI (no formal agreement in place, assuming at 2017 level)		\$ 230,700	\$ 230,700	\$ 230,700	\$ 230,700	\$ 230,700	\$ 230,700	\$ 230,700	\$ 230,700	\$ 230,700	\$ 230,700	\$ 230,700	\$ 230,700	\$ 230,700	\$ 230,700	\$ 230,700	\$ 230,700		
SCF (federal)		\$ 398,934	\$ 718,456																
CWWF (federal) for reservoir - unconfirmed		\$ 500,250																	
Environment/ditch grant - unconfirmed		\$ 302,157																	
ACP Grant for water op truck		\$ 35,000																	
Kitscoty & Dewberry Contribution to truck reserve \$4000/year		\$ 34,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 45,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 45,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 4,000	\$ 45,000		
Bobcat Exchange Program - trade-in			\$ 50,443	\$ 52,250	\$ 54,118	\$ 56,047	\$ 58,041	\$ 60,100	\$ 62,229	\$ 64,427	\$ 66,699	\$ 69,046	\$ 71,471	\$ 73,977	\$ 76,566	\$ 79,241	\$ 82,004		
Federal Phase 2 - to start in next few years																			
<b>Total Grants and Contributions including Reserves</b>		<b>\$ 1,551,041</b>	<b>\$ 1,053,599</b>	<b>\$ 336,950</b>	<b>\$ 338,818</b>	<b>\$ 340,747</b>	<b>\$ 333,741</b>	<b>\$ 294,800</b>	<b>\$ 296,929</b>	<b>\$ 299,127</b>	<b>\$ 301,399</b>	<b>\$ 344,746</b>	<b>\$ 306,171</b>	<b>\$ 308,677</b>	<b>\$ 311,266</b>	<b>\$ 313,941</b>	<b>\$ 357,704</b>		
<b>Deficit</b>																			
		-\$ 325,315	-\$ 160,332	-\$ 331,919	-\$ 1,721,100	-\$ 196,258	-\$ 519,935	-\$ -	-\$ 1,910,649	-\$ -	-\$ 855,347	-\$ 341,745	-\$ 2,036,205	-\$ -	-\$ 249,218	-\$ 224,700	-\$ 226,700		
either borrow or use reserves to fund deficit OR delay project																			
Reserve underground Infrastructure - in 2017 at \$590,567																			
Borrow and use reserves for Reservoir Expansion IF grant approval received																			

# Land Inventory: Lots for Sale

The Village of Marwayne has land subdivided into lots serviced with water and sewer ready for sale and development.

## Village Residential Lots For Sale

- Click [here](#) to view our residential lots for sale. To see the individual serviced lots as advertised on the remax page [please click here](#).
- Click [here](#) to view our conditions of sale policy.
- Click [here](#) to view our residential construction & renovation guide.
- Click [here](#) for a regional comparison of residential lot pricing.
- Click [here](#) for residential subdivision development & vacancy rate
- Click [here](#) to view the Marwayne Community Profile

**Industrial Land For Sale** zoned Industrial, private titles, click [here](#)

**Commercial Land For Sale** (for private owner lot sales, scroll to bottom of page)

The Village of Marwayne has commercial lots for sale. Click [here](#) to view "Downtown Investment Opportunity" with details and pricing. View the conditions of sale [here](#). Lots must be developed within one year of the development permit being issued.

**50' vacant lots available on Lot 17, 19, 27/28**

**25' vacant lots available on Lot 21, 22**

.61 acre vacant lot S10 Railway Avenue South

S10 Railway Avenue South, .61 acres, will be offered for sale at \$10,000. The following conditions apply to the sale:

- the Land Sales and Conditions of Sale Policy apply to this sale except for clause #14
- buyer is responsible for all servicing and utility costs including: water and sewer, pavement patching, natural gas service, power
- buyer is responsible to ensure that N10 Railway Avenue building continues to have power (as service line is crossing this property)
- a new building will have historical architectural content as described in the Downtown Historic Guidelines
- a free 2D rendering of the new building through the Business Revitalization Program is encouraged



Agreement Number \_\_\_\_\_

**REALTORS® Association of Lloydminster and District  
SELLER REPRESENTATION AGREEMENT**

An Agreement to Exclusively Represent a Seller  
(For Use in Common Law Brokerages)

Between

**THE BROKERAGE (WE)**

**THE SELLER (YOU)**

Name REMAX of Lloydminster  
Name \_\_\_\_\_

Name Village of Marwayne  
Name \_\_\_\_\_

**1. THE PROPERTY**

1.1 The land and buildings at (municipal address): 505 - 5 St North  
Marwayne AB  
including the following goods not attached to the land and buildings:

and all goods attached to the land and buildings, **except:**

**Legal Description and/or Business Name** (to be used for non-condominium and non-country residential properties only):

Plan 0522071 Block 15 Lot 24

Legal descriptions for condominium and country residential properties must be put in a property specific schedule. Indicate the applicable schedule below, complete and attach it. Other schedules may be required. Additional schedules must be listed in clause 16.1.

**Condominium Property Schedule**

**Country Residential Property Schedule**

1.2 You authorize us to offer the property for sale for \$ 51,995, <sup>+</sup> including GST, if applicable. You must determine whether the sale of the property is subject to GST by getting independent advice. You acknowledge that neither we nor our representatives are giving an opinion about GST applying to the sale of the property and you agree that we and our representatives will not be responsible for the payment of GST.

1.3 The proposed possession date is negotiable

**2. OUR AGENCY RELATIONSHIP**

2.1 You give us the exclusive right to offer the property for sale and you appoint us as your exclusive agent to represent you in selling the property. This agreement creates a sole agency relationship with the brokerage under common law, as the Real Estate Council of Alberta's *Consumer Relationships Guide* (Guide) explains. That means you cannot appoint anyone else as your agent during this agreement. However, we may represent buyers and other sellers.

2.2 This agreement begins on mm 09 dd 29, yyyy 2020 until 11:59 pm on mm Sep dd 28, yyyy 21.

**3. OUR RESPONSIBILITIES**

3.1 We must meet our agency responsibilities to you in a timely manner.

3.2 In addition to the responsibilities described in the Guide, we must also:

- (a) market the property, until the property is sold under this agreement, or this agreement ends.
- (b) keep you informed of our marketing activities and any resulting transaction.
- (c) tell any buyer interested in the property that we are your agent.
- (d) tell buyers of all material latent defects affecting the property that we are aware of.
- (e) help you negotiate favourable terms and conditions with a buyer.
- (f) help you to prepare and comply with a contract to sell the property.
- (g) present all offers and counter-offers to and from you, even when you have accepted a purchase contract. However, we need not seek additional offers while there is an unconditional purchase contract.
- (h) tell you relevant facts about the transaction.
- (i) hold money we receive in trust, as the *Real Estate Act* requires.
- (j) give you a copy of this agreement as soon as possible after signing.



Seller's Initials \_\_\_\_\_ Brokerage Representative's Initials \_\_\_\_\_



4. **MLS® SYSTEM AND OUR OTHER SERVICES**

4.1 We will advertise and market the property using the MLS® System. The MLS® System is a web-based service that allows seller representatives to list properties for sale and share information about those properties. All listings on the MLS® System must: (a) be for a minimum duration of 60 days; (b) provide compensation for cooperating brokers for the sale of the property; and (c) not exclude any licensed industry member from acting as a cooperating broker.

4.2 You request and we agree to provide the following other services:

- (a) to install a lock-box on the property to provide access to authorized persons.  Yes  No
- (b) \_\_\_\_\_
- (c) \_\_\_\_\_
- (d) \_\_\_\_\_

5. **YOUR RESPONSIBILITIES**

5.1 During this agreement you must:

(a) make reasonable effort to provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, and the Saskatchewan Land Surveyors Association with evidence of municipal compliance or non-conformance, within ten days of signing this agreement, unless the property is a conventional condominium. Not having this real property report may result in problems on closing or rescission of the purchase contract.

Please choose one of the following:

- Existing
- Current
- Title
- None

- (b) insure the property and its contents against loss or damage due to causes normally insured against for similar properties, even if your property is vacant.
- (c) communicate and cooperate with us.
- (d) tell us if the property's condition, status or title changes.
- (e) tell us about inquiries you make or receive about the sale of the property.
- (f) determine whether the sale of the property is subject to GST.
- (g) determine and tell us if you will have enough money left over after the sale of your property to cover payment of your mortgage balance (including any payout penalties) and any other obligations you must pay out with the sale money.

5.2 During this agreement and 90 days after this agreement ends, you must give us copies of any offers you make or receive for the sale of the property.

6. **YOUR WARRANTIES AND REPRESENTATIONS**

6.1 You warrant:

- (a) you have authority to sell the property as described, including attached and unattached goods. (b) no one else has a legal right to the attached and unattached goods.
- (c) you have told us about all third party rights to the property that you know about. (d) all information you give us is true to the best of your knowledge.

6.2 You warrant, to the best of your knowledge, the following are true:

- (a) the land and buildings are currently being used according to municipal bylaws.
- (b) the buildings and land improvements are entirely on the land and not on any easement, right-of-way, or neighbouring lands (unless there is a registered agreement on title).
- (c) the location of the buildings or improvements meet municipal bylaws or regulations or the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta) or the *Planning and Development Act* (Saskatchewan).
- (d) the land and buildings are currently being used according to, and the location of the buildings and land improvements meet, the restrictive covenants on title (if any).
- (e) you are not a non-resident of Canada under the *Income Tax Act* (Canada).

7. **DOWER (Alberta) / HOMESTEAD Act (Saskatchewan) CONSENT**

7.1 The following questions must be answered if you are the only registered owner of the property:

- (a) that spousal consent:
  - (i) for the sale of the Property has been obtained Sellers' Initials \_\_\_\_\_/\_\_\_\_\_  Yes  No

8. **CONFLICTS OF INTEREST**

8.1 It is not a conflict of interest if we simply show the property to a buyer we also represent.

8.2 A conflict of interest occurs when we act as the sole agent for both you and the buyer. In that case, we must tell you there is a conflict and tell you and the buyer your options.

8.3 If there is a conflict, you and the buyer may agree to have us act as a transaction facilitator. In that case, we work for both sides to bring about a purchase and sale and do not act as sole agent for either of you.

8.4 If we, you or the buyer decide not to have us facilitate the transaction, we will act as the sole agent of the side which first signed a representation agreement with us, unless we all agree otherwise in writing.

8.5 If we do not continue to act as your sole agent, you may choose another brokerage, ask us to refer you to another brokerage, or have a customer relationship with us. If you are a customer, our responsibilities are limited to those outlined in the Guide.



**9. OUR FEE AND LIMITS ON PAYMENTS**

9.1 Our fee is  
5% +gst

(plus applicable tax) and is due when the sale of the property is complete.

9.2 We will offer  
2.5% +gst

(plus GST) from our fee to the buyer's brokerage.

9.3 You must pay our fee if:

- (a) while this agreement is in effect, you enter into a legally binding contract to sell the property, whether through us or not. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.
- (b) in the 30 days after this agreement ends, you enter into a legally binding contract to sell the property where the buyer was introduced to the property during the term of this agreement. You must pay us even if you don't complete the sale, unless you have a legal reason for not completing it.

9.4 You authorize us to use any deposit we hold under the purchase contract or this agreement towards money you owe us under this agreement. If the deposit does not cover our fee and any other money owing to us under this agreement, you must pay us the outstanding balance by 30 days:

- (a) after the sale is completed, or
- (b) from when this agreement ends.

9.5 You must instruct your lawyer to deduct from the deposit and proceeds of sale, or money forfeited by or recovered from the buyer, the amount that you owe us under this agreement.

9.6 You do not pay our fee if you:

- (a) sell the property to a buyer excluded in writing from this agreement.
- (b) sign a seller representation agreement with another brokerage that begins after this agreement ends.

9.7 If you change your mind about selling the property, you must tell us in writing. You must reimburse us for our reasonable expenses up to the time you tell us. Reasonable expenses will include: \_\_\_\_\_

If you pay these reasonable expenses, it does not remove your responsibility to pay other amounts you may owe us under this agreement.

9.8 If the buyer does not complete a legally binding contract to buy the property and has no legal reason for not completing it, the buyer may forfeit the deposit. If the buyer forfeits the deposit you will pay us our fee or 50% of the forfeited deposit, whichever is less.

9.9 You agree that all of your interest in the land, buildings and attached goods may be encumbered for our benefit to secure payment of all money that you owe us under this agreement. We and you agree that we are entitled to encumber the land, buildings, and attached goods under the *Land Titles Act (Alberta) / The Land Titles Act and The Land Titles Regulations (Saskatchewan)*.

9.10 If we have to enforce any of our rights under this agreement and we are successful, you will pay us our reasonable enforcement costs including lawyer and client fees.

9.11 We must not accept any other fees including finder's fees, referral fees, bonuses or gifts directly or indirectly related to this agreement, unless we first tell you in writing everything relevant about the payment and you consent in writing to the payment.

**10. PERSONAL AND CONFIDENTIAL INFORMATION**

10.1 You give your consent to us to collect, maintain, use and disclose your personal information (including images and audio video recording of the property) for this agreement and for all uses consistent with listing and marketing the property in any medium, including electronic media. You release us and our brokerage representatives from all claims and liability arising from these consented uses.

10.2 We may:

- (a) include listing and sales information in databases of appropriate listing services, which we do not operate or control.
- (b) keep and disclose listing, sales, and price information, which we or our brokerage representative may use for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.

10.3 You acknowledge that we, our real estate board and the listing service may:

- (a) disclose the listing, sales and price information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.
- (b) use historical listing service data to gather, keep, and publish statistics which we may use to conduct comparative market analyses.
- (c) use the listing, sales and price information as we and the listing service consider appropriate for listing, marketing, and selling real estate.

10.4 Any further or additional use of the listing, sales and price information will require your consent.

10.5 We will not:

- (a) give out any of your confidential information without your consent, unless required by law.
- (b) use confidential information received from you or that we get as a result of performing under this agreement for any other purpose than those in this agreement unless you agree in writing.
- (c) give you any confidential information we have because of a past or present agency relationship with someone else.



Seller's Initials \_\_\_\_\_

Brokerage Representative's Initials \_\_\_\_\_



**11. ONGOING OBLIGATIONS**

- 11.1 Your responsibility to give us copies of any offers you make or receive for the sale of the property and your obligation to pay our fee continue after this agreement ends.
- 11.2 Our duty to keep your information confidential continues after this agreement ends.

**12. INDEMNIFICATION**

- 12.1 You agree that you will indemnify us and our brokerage representatives against all claims and legal actions that may arise because we reasonably and in good faith relied on information you gave us. This means that you will have to pay us in full for the outcome of these claims and legal actions and any related expenses including legal fees.

**13. PROPERTY INFORMATION, NOTICES AND PERMITS**

- 13.1 You are required by law to disclose material latent defects. These are known defects in the property that are not discoverable through a reasonable inspection and that may make the property dangerous or potentially dangerous to occupants or unfit for habitation. You may also be required to disclose defects that would be expensive to fix, government and local authority notices and lack of development permits.

- (a) Are you aware of material latent defects in the property?  Yes  No
- (b) Do you know of any defects that would be expensive to fix?  Yes  No
- (c) Have you received any government or local authority notices?  Yes  No
- (d) Do you know of any lack of permits for any development on the property?  Yes  No

**14. ADDITIONAL TERMS (IF ANY)**

**15. EARLY END TO THIS AGREEMENT**

- 15.1 Despite the end date listed at the beginning of this agreement, the agreement ends immediately if any of these things happen:
  - (a) you complete a sale of the property.
  - (b) we and you agree in writing to an earlier end date.
  - (c) our licence to trade in real estate is suspended or cancelled.
  - (d) we are bankrupt, insolvent, or we are in receivership.
  - (e) you materially breach this agreement and we give you written notice to end it, or we materially breach this agreement and you give us written notice to end it.
  - (f) you give us written notice to end this agreement because our board membership status changes to the extent that we cannot fulfill our obligations under this agreement.

If the agreement ends for any of these reasons, our rights and your rights under this agreement will not be affected.

**16. OTHER DETAILS ABOUT THIS AGREEMENT**

- 16.1 Documents attached to this agreement only form part of this agreement if we and you sign or initial them. In addition to the property schedule selected in 1.1, this agreement includes these attached documents:

- 16.2 Any future changes to this agreement must be in writing and signed by both of us to be effective.
- 16.3 Words with a singular meaning may be read as plural when required by the context.
- 16.4 If any clauses added to this agreement conflict with standard clauses in this agreement, the added clauses apply.
- 16.5 This agreement is the entire agreement between us and you. Anything we discussed with you, or that you told us, is not part of this agreement unless it is in this agreement.
- 16.6 This agreement is for the benefit of and will be binding on the heirs, administrators, executors, successors and assigns of you and us.
- 16.7 The laws of the Province of Alberta govern this agreement.
- 16.8 A sale is complete when all money has been paid to you or your lawyer and is releasable.

**17. SELLER ACKNOWLEDGMENT**

- 17.1 You acknowledge that:
  - (a) you have read this agreement.
  - (b) you have received and read the Guide.
  - (c) this agreement creates a sole agency relationship with us, as the Guide describes.
  - (d) you had the opportunity to get independent advice from a lawyer, tax adviser, lender, appraiser, surveyor, structural engineer, property inspector or such other professional service provider as you require before signing this agreement.
  - (e) this agreement accurately sets out what we and you agree to.



Seller's Initials \_\_\_\_\_

Brokerage Representative's Initials \_\_\_\_\_



Seller Representation Agreement

Agreement Number \_\_\_\_\_

**18. CONTACT INFORMATION**

**18.1** The following contact information must be used for all written communications between us and you. If this contact information changes, we and you must tell each other in writing within two days of the change.

**SELLER:**

Name Village of Marwayne  
 Address \_\_\_\_\_  
Marwayne AB T0B2X0  
(postal code)  
 Phone: 780 8473962 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 \_\_\_\_\_  
(postal code)  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

**BROKERAGE:**

Name RE/MAX OF LLOYDMINSTER  
 Address 5726 - 44 Street  
Lloydminster, AB AB T9V0B6  
(postal code)  
 Phone: (780) 808-2700 Fax: (780) 808-2715  
 Email: \_\_\_\_\_

**BROKERAGE REPRESENTATIVE:**

Name REMAX of Lloydminster  
 Address: c/o the Brokerage  
 Phone: (780) 808-2700 Fax: (780) 808-2715  
 Email: karenlapointe@remax.net

**18.2** We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.

**18.3** We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

**SIGNATURES:**

SIGNED AND DATED at \_\_\_\_\_ a.m./p.m. on mm \_\_\_\_\_ dd \_\_\_\_\_, yyyy \_\_\_\_\_.

\_\_\_\_\_  
 Signature of Seller

\_\_\_\_\_  
 Signature of Seller

Village of Marwayne  
 Print Name of Seller

\_\_\_\_\_  
 Print Name of Seller

\_\_\_\_\_  
 Signature of Witness

\_\_\_\_\_  
 Signature of Witness

\_\_\_\_\_  
 Print Name of Witness

\_\_\_\_\_  
 Print Name of Witness

\_\_\_\_\_  
 Signature of Brokerage Representative

\_\_\_\_\_  
 Print Name of Brokerage Representative

**Seller:** Initial here to show you have received a copy of this Agreement \_\_\_\_\_

Initials Dated at \_\_\_\_\_ a.m./p.m. on mm \_\_\_\_\_ dd \_\_\_\_\_, yyyy \_\_\_\_\_.







## Lot/Land Saskatchewan MLS® Data Input Form - #450

ATTACHED TO AND FORMS PART OF MLS® SELLER'S BROKERAGE CONTRACT



<b>M PROPERTY ADDRESS:</b> <i>Fields with the symbol M are required fields and must be completed</i>				
Unit/Suite No.:	Building No.: <b>505</b>	Street Name: <b>5 street Close North</b>	Street Type:	Street Direction:
City/Town (Area): <b>Marwayne</b>		Neighbourhood (mandatory if applicable):	Postal Code: <b>T0B 2X0</b>	
R.M. Name:		Closest Town (if R.M.):		
<b>M PROPERTY NAME:</b> <b>505 - 5 St Close North Marwayne AB</b>				
<b>M SELLER NAME:</b> <b>Village of Marwayne</b>			Phone# <b>780 8473962</b>	
Seller Name:			Phone#	
Tenant Name: (if applicable)			Phone#	
Tenant Name: (if applicable)			Phone#	
<b>M SELLER'S BROKERAGE:</b> <b>LL62 RE/MAX OF LLOYDMINSTER</b>			Phone# <b>(780) 808-2700</b>	
<b>M LISTING AGENT:</b> <b>LLAPOKA REMAX of Lloydminster</b>			Phone# <b>(780) 808-2700</b>	
<b>M CO-LISTING AGENT:</b>			Phone#	
<b>M EFFECTIVE DATE:</b> MM <u>09</u> DD <u>29</u> YYYY <u>2020</u>		<b>M EXPIRY DATE:</b> MM <u>09</u> DD <u>28</u> YYYY <u>2021</u>		<b>M POSSESSION:</b> <b>Negotiable</b>
<b>M PRICE:</b> <b>51,995 + qpt</b>		<b>M BUYERS BROKERAGE COMMISSION:</b> <b>2.5% + qpt</b>		
<b>M LEGAL DESCRIPTION:</b> <b>Lot 24 Blk 15 Plan 0522071</b>				
<b>M TAXES:</b>				<b>M GST APPLICABLE:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Taxes Assessed: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Taxes: \$ _____	Tax Year: yyyy _____	Lot Pad Fee: \$ _____
Taxes Paid To (Name of Municipality): _____		Local Improvements (Levy): \$ _____		
<b>M ZONING:</b> (Insert Municipal Abbreviation) <b>R1A</b>		<b>M IS SELLER AWARE OF ANY FINANCIAL OBLIGATIONS NOT ON TITLE?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>M EXISTING REAL PROPERTY REPORT:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>M OCCUPANCY:</b> (Select All Applicable) <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input checked="" type="checkbox"/> Vacant <input type="checkbox"/> Under Construction		<b>M APPOINTMENTS:</b> Contact Before Showing <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Go Direct <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Phone Agent <input type="checkbox"/> Phone Seller <input type="checkbox"/> Phone Tenant <input checked="" type="checkbox"/> Text Agent <input type="checkbox"/> Text Seller <input type="checkbox"/> Text Tenant <input type="checkbox"/> See Member Only Remarks for instructions		
If Tenant Occupied Specify Remaining Term of Lease: _____				
<b>M OWNERSHIP TYPE:</b> <input checked="" type="checkbox"/> Freehold <input type="checkbox"/> Condo <input type="checkbox"/> Leasehold		<b>M BARELAND CONDO:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Mandatory only if Ownership is Condo)		
<b>M INDICATE WHETHER PROPERTY OFFERED IS:</b> <input type="checkbox"/> Outbuilding and Land <input checked="" type="checkbox"/> Land Only		Recreation Usage: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

# AGENDA ITEM #8.2

<b>M LOT INFORMATION:</b> (Lot Width OR Total Lot Area must be completed)			<b>Outdoor Area:</b>		
Lot Width:	Lot Depth:	Total Lot Area: <input checked="" type="checkbox"/> ft <sup>2</sup> <input type="checkbox"/> acre	<input type="checkbox"/> Garden Area	<input type="checkbox"/> Fenced	<input type="checkbox"/> Lawn Back <input type="checkbox"/> Lawn Front
		13098	<input type="checkbox"/> Partially Fenced	<input type="checkbox"/> Trees/Shrubs	
<b>Lot:</b>					
<input type="checkbox"/> Backs on to Park/Green Space		<input type="checkbox"/> Corner	<input checked="" type="checkbox"/> Irregular		<input checked="" type="checkbox"/> Backs on to Field/Open Space
<input type="checkbox"/> Lane		<input type="checkbox"/> Waterfront	<input checked="" type="checkbox"/> Cul-De-Sac		<input type="checkbox"/> Rectangular
<b>Land Information:</b>					
<b>Environmental Audit:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Mineral Rights:</b>	<input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included	
			<b>Sub-Division Pending:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<b>Land Leased:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>If Tenant Occupied, Specify Remaining Terms of Lease:</b> _____		
<b>Topography:</b> <input checked="" type="checkbox"/> Flat <input type="checkbox"/> Gently Rolling <input type="checkbox"/> Hilly <input type="checkbox"/> Other			<b>Fences:</b> <input type="checkbox"/> Complete <input checked="" type="checkbox"/> None <input type="checkbox"/> Some <input type="checkbox"/> Compound <input type="checkbox"/> Other		
<b>Bush:</b> <input checked="" type="checkbox"/> None <input type="checkbox"/> Some <input type="checkbox"/> Shelter Belt			<b>Sloughs:</b> <input checked="" type="checkbox"/> None <input type="checkbox"/> Permanent <input type="checkbox"/> Some		
<b>Water Supply:</b>			<b>Propane Tank:</b> <input type="checkbox"/> Included <input checked="" type="checkbox"/> Not Included <input type="checkbox"/> Rented		
<input type="checkbox"/> Cistern <input type="checkbox"/> Dugout <input type="checkbox"/> Public Water Line <input type="checkbox"/> Well			<b>Sewer System:</b>		
<input type="checkbox"/> None <input type="checkbox"/> Other (See Member only Remarks)			<input checked="" type="checkbox"/> Attached to Municipal <input type="checkbox"/> Lagoon <input type="checkbox"/> Liquid Surface Disposal		
<b>Power:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Phone:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <b>Yard Light:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Septic Field <input type="checkbox"/> Septic Tank <input type="checkbox"/> None <input type="checkbox"/> Other		
<b>Natural Gas:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Service to Property:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes Explain: _____			<b>Are there Easements or Restrictions?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If yes Explain: _____		
<b>Other Outbuildings:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			<b>Site Access:</b>		
List: _____			<input checked="" type="checkbox"/> Paved Road <input type="checkbox"/> Gravel Road <input type="checkbox"/> Highway Frontage		
Workshop Heated: <input type="checkbox"/> Yes <input type="checkbox"/> No Size: _____			<input type="checkbox"/> Rail Line <input type="checkbox"/> Boat Access <input type="checkbox"/> No Access		
<b>M CONDO INFORMATION:</b> (only required if ownership is condo)					
<b>Condo Fees Assessed:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>Condo Fees:</b> \$ _____		<b>Condo Name:</b> _____	
<b>Condo Management:</b> <input type="checkbox"/> Self Managed <input type="checkbox"/> Property Management Firm		<b>Management Firm Name:</b> _____			
		<b>Management Firm Phone No.:</b> _____			
<b>M There</b> are exclusions or exceptions to the Seller's Brokerage's duties and obligations under this contract <input type="checkbox"/> Yes <input type="checkbox"/> No					
<b>M THE Seller</b> <input type="checkbox"/> Does <input checked="" type="checkbox"/> Does Not agree to allow OTHER members of the ASR using information contained on the MLS® System to contact the Seller in the event the contract expires without the property having sold.					
mm _____ dd _____ yyyy _____		I ACKNOWLEDGE HAVING CAREFULLY READ THIS ENTIRE FORM AND CONFIRM THE ACCURACY OF ALL THE ABOVE INFORMATION CONCERNING MY PROPERTY. I AGREE TO ALLOW ACCURACY CHANGES TO ITEMS SUCH AS TAXES, ASSESSMENT, LEGAL DESCRIPTION AND LOT SIZE.			
<b>DATE</b>		<b>SELLER'S SIGNATURE</b> Village of Marwayne			
<b>SELLER'S BROKERAGE REPRESENTATIVE SIGNATURE KAREN LAPOINTE</b>		<b>SELLER'S SIGNATURE</b>			

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#450 - 02/2019

**LICENSE OF OCCUPATION**

**LICENSE OF OCCUPATION**

This License made as the 24<sup>th</sup> day of ~~September~~ <sup>October</sup>, A.D. 2011

**BETWEEN:**

The Village of Marwayne  
P.O. Box 113  
Marwayne, Alberta T0B 2X0

( hereinafter referred to as the **Village** )

And

Lorne Willoughby and Loretta Willoughby, both of  
#318-728 Country Hills RD NW,  
Calgary, Alberta T3K 5K8

( hereinafter referred to as the **Licensee** )

**WHEREAS:**

- A. The Village is the registered owner of the lands and premises municipally and legally described in the attached Schedule "A" – LANDS (the "**Licensed Lands**")
- B. The Village wishes to grant a license of occupation for the Licensed Lands to the Licensee for the purpose of access and for the harvesting of hay crop on the lands.

**IN CONSIDERATION** of the fees reserved and the covenants and agreements in this License, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1. LICENSE**

- 1.1 License**  
The Village does hereby grant a non-exclusive license to the Licensee for use of the Licensed Lands as depicted on the attached Schedule "B" – LICENSED LANDS.
- 1.2 Acknowledgement**  
The Licensee acknowledges that this Agreement is a license of occupation only and the Licensee shall not acquire any leasehold or other interest in the Licensed Lands. The Licensee shall not register any notice of this Agreement against title to the Licensed Lands.

**LICENSE OF OCCUPATION**

**ARTICLE 2. TERM**

**2.1 Initial Term**

This License shall be for a term of **TEN ( 10 ) YEARS**, commencing on September 1, 2011 (the "**Commencement Date**") and ending on August 31, 2021 (the **Initial Term**).

**2.2 Term**

The Initial Term and any renewals or extensions thereof, whether under this License or by operation of law, are sometimes referred to as the "**Term**".

**2.3 Option to Renew**

The Licensee shall have the option to:

- (a) extend the Term of the License for successive periods of five (5) years thereafter, until terminated in accordance with the provisions of this License (each a "**Renewal Term**")
- (b) terminate the License at the end of the Initial Term; or
- (c) terminate the License at any time during any Renewal Term in accordance with the provisions of this License.

**2.4 Notice of Renewal**

The Licensee may exercise his right to extend the Term of this License by delivering written notice to the Village no later than **TWELVE ( 12 ) MONTHS** prior to the expiration of the Term.

**ARTICLE 3. USE AND OCCUPANCY**

**3.1 Use**

The Licensee shall use the Licensed Lands solely for the purpose of (the "**Permitted Purpose**") access by road to the adjacent parcel owned by the licensee and for the storage and removal of any hay crop on the surface of the land.

**3.2 Obligation to operate**

The Licensee shall occupy the Licensed Lands from and after the Commencement Date for the entire Term and shall conduct continuously, activity and diligently the business required to be carried on therein in Section 3.1 hereof in the whole of the Licensed Lands.

**3.3 Licenses, permits and approvals**

The Licensee shall, at its own expense, procure and maintain such licenses, permits or approvals from federal, provincial, municipal or administrative authorities as may be necessary to enable the Licensee to use the Licensed Lands for the Permitted Purpose.

LICENSE OF OCCUPATION

**ARTICLE 4. LICENSE FEE**

**4.1 License Fee**

The Licensee shall pay to the Village throughout the Term a license fee in the amount as follows:

- (a) For the period commencing September 1, 2011 and ending August 31, 2021, **ONE (\$1.00) DOLLAR** per annum, payable in advance on the first day of September in each and every year during the Term, the first of such payments to be made on September 1, 2011.
- (b) For each Renewal Term thereafter, the annual sum to be an amount per annum agreed to by the parties prior to the commencement of any renewal term, payable in advance on the first day of September of each successive Renewal Term; (the "License Fee")

**4.2 GST**

The Licensee shall pay to the Village any GST payable on any instalment of the License Fee at the time the instalment is paid.

**ARTICLE 5. IMPROVEMENTS**

**5.1 Alterations or additions**

The Licensee shall not proceed with any substantial alteration, addition, remodelling or rebuilding to the Licensed Lands without the prior written consent of the Village.

**5.2 Maintenance of Road Access**

The Licensee shall ensure that all modification, alterations or upgrading of the road access within the Licensed Lands shall be done and maintained in compliance with all applicable laws, rules, regulations, ordinances, codes and any other requirements of any governmental, municipal or other body having jurisdiction. Any upgrading of the Licensed Lands that is legislated or required by any regulatory body during the Term shall be the sole responsibility and expense of the Village.

**5.3 Engineering Drawings and Plans**

All drawings and specifications pertaining to the construction, modification, alteration or up-grading of the Licensed Lands must be reviewed and approved by the Village prior to the construction, modification, alteration or up-grading commencing.

**5.4 Liens, encumbrances and charges**

The Licensee covenants not to permit any liens, encumbrances or charges to be registered against the Lands without the consent of the Village.

**5.5 Builder's Lien Legislation**

In connection with the making, construction, installation or alteration of all work or installations made by or for the Licensee at the Licensed Lands, the Licensee shall comply with all the provisions of the applicable builders' lien legislation and other statutes from time to time applicable (including any provision requiring or enabling the retention of portions of any sums payable by way of hold-back) and except as to any such hold-back shall promptly pay all accounts relating thereto.

**LICENSE OF OCCUPATION**

**5.6 Discharge of liens**

If and whenever any builders' or other lien for work, labor, service or materials supplied to or for the Licensee or for the cost of which the Licensee may be in any way liable or claims therefore, or any encumbrance lien or charge, shall arise or be registered against the Licensed Lands the Licensee shall within **TWENTY (20) DAYS** after receipt of notice thereof procure the discharge thereof, including any certificate of action registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law and failing which the Village may make any payments required to procure the discharge of any such liens or encumbrances and shall be entitled to be reimbursed by the Licensee and its right to reimbursement shall not be affected or impaired if the Licensee shall them subsequently establish or claim that any lien or encumbrance so discharged was without merit or excessive or subject to any abatement, set-off or deference.

**ARTICLE 6. LICENSEE COVENANTS**

**6.1 Payment of License Fee**

Licensee covenants to pay to the Village the License Fee as specified in this License, without any set-off, compensation or deduction whatsoever.

**6.2 Performance**

Licensee covenants to observe and perform all the covenants and obligations of Licensee herein.

**6.2 Access**

Licensee shall permit the Village, its employees, agents and contractors to enter upon the Licensee's Lands for the purpose of viewing the condition of the Licensed Lands, or for making repairs or replacements, or for performing any testing with respect to Hazardous Substances, or for complying with any term, order or requirement of any governmental or other authority. In that respect, the Licensee shall not damage, interfere with or block access to the Village's Equipment during the Term of this License.

**ARTICLE 7. VILLAGE COVENANTS**

**7.1 Performance**

The Village covenants to observe and perform all the covenants and obligations of the Village herein.

**ARTICLE 8. REPAIRS AND MAINTENANCE**

**8.1 Licensee's repair**

The Licensee shall keep the Licensed Lands in good condition, and covenants to repair, maintain and keep at the Licensee's own cost, except insofar as the obligation to repair rests upon the Village pursuant to this section, the Licensed Lands, including any improvements made by the Licensee, in good and substantial repair.

**8.2 View State of Repair**

the Village or its agents may enter upon the Licensed Lands at all reasonable times to view the state of repair of the Licensed Lands.

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LICENSE OF OCCUPATION

**8.3 Right of Village to repair**

If in the opinion of the Village, the Licensed Lands are not in good condition and state of repair, the Village may serve notice upon the Licensee to make such repairs or replacements within a reasonable time, as the Village deems necessary (**Repair Notice**). If the Licensee fails to effect the repairs or replacements within the time set out in the Repair Notice, the Village may enter upon the Licensed Lands and render such repairs and replacements as the Village may deem necessary.

**8.4 Acts of waste**

The Licensee shall not commit any acts of waste nor use any part of the Licensed Lands except as expressly stated above without the prior written consent of the Village.

**8.5 Nuisance**

The Licensee shall not do, suffer or permit any act which may, directly or indirectly, cause injury or damage to the Licensed Lands, or which may become or be deemed a nuisance or interference to the Village or the public.

**8.6 Government Regulations**

The Licensee shall, at its own expense, abide by and comply with all rules, regulations and bylaws, recommendations and requirements of every government, administrative authority or governing body, which in any manner affect the operation of, or the use and possession of the Licensed Lands.

**8.7 Destruction of Premises**

In the event the Licensed Lands are damaged or destroyed in whole or in part by whatever cause to an extent rendering the Licensed Lands unusable for its intended use, in the opinion of the Village, and the Licensee shall co-operate in determining the cause of the occurrence and in determining the feasibility of restoring the Licensed Lands to full use, provided always that the Village shall be under no obligation to restore or rebuild the Licensed Lands in whole or in part. If an election is made not to restore the Licensed Lands, then this Agreement shall be terminated.

**8.8 Surrender of Licensed Lands**

At the expiration or termination of this Agreement, the Licensee shall peaceably surrender and yield up unto the Village the Licensed Lands in good condition and state of repair. If the Licensee fails to surrender the Licensed Lands in such condition, the Village may in its sole discretion perform such repair, maintenance and replacement as the Village deems necessary.

**8.9 Repair and Maintenance Costs**

The Licensee shall be liable to pay to the Village any and all costs, expenses and charges which may be paid or incurred by the Village in performing any of the obligations of the Licensee under this Article. The Licensee shall forthwith pay to the Village any such amounts upon receipt of written demand from the Village.

**ARTICLE 9. ENVIRONMENTAL**

**9.1 Definitions**

**LICENSE OF OCCUPATION**

- (a) **“Hazardous Substances”** means:
  - (i) any hazardous or toxic Substance;
  - (ii) any Substance which is, or is deemed to be, hazardous waste, special waste, hazardous waste, toxic, radioactive, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination under any Environmental Law whether or not such Substance is defined as Hazardous or toxic;
  - (iii) Any other Substance which is or may become hazardous, dangerous or toxic to individual persons or property;
  - (iv) Any Substance that, if added to any water, would degrade or form part of a process of degradation of the quality of that water to the extent that it will adversely affect its use by man or by any animal, fish or plant;
  - (v) Any Substance that, if emitted into the air, would create, or contribute to the creation of a condition of the air, that:
    - A. endangers the health, safety or welfare of individual persons or the health of animal life;
    - B. interferes with normal enjoyment of life or property; or
    - C. causes damage to plant life or to property; or
  - (vi) any radioactive substance;
- (b) **“Substance”** means any substance, waste, liquid, gaseous or solid matter, fuel, micro-organism, sound, vibration, ray, heat, odor, radiation, infrared or ultraviolet light, energy vector, plasma, and organic or inorganic matter or any combination thereof.

**9.2 Environmental Representations and Warranties**

The Licensee represents, warrants, covenants, and agrees with the Village as follows:

- (a) the Licensed Lands shall not be used for the principal purpose of storing or using any Hazardous Substances;
- (b) any Hazardous Substance brought onto the Licensed Lands or used by any person on the Licensed Lands shall be transported, used and stored only in accordance with all applicable laws, regulations, by-laws, and other lawful requirements;
- (c) no use of the Licensed Lands shall be allowed which may cause or increase the likelihood of the escape, seepage, leakage, spillage, release, or discharge of any Hazardous Substance on, from, or under the Licensed Lands or permit any policy or insurance in respect of the Licensed Lands to be cancelled;
- (d) the Licensee shall at its sole expense, remove any Hazardous Substances existing at, on or in the Licensed Lands due to any act of commission or omission on the Licensed Lands by the Licensee, its employees, agents, contractors, invitees or other persons for whom the Licensee may at law be responsible or take such other remedial action as is deemed necessary by the Village with regard to any such Hazardous Substances; and
- (e) the Licensee shall be liable for and indemnify and save harmless the Village, its directors, officers, employees, contractor and agents from and against any and all actions, demands, losses, costs, damages, suits or proceedings by whomsoever made, bought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to any breach of this Article.

**9.3 Environmental Orders and Notices**

The Licensee shall forthwith provide the Village with a copy of any notice, claim, citation, directive, request for information, statement of claim, notice of investigation, letter or other communication, written or oral, actual or threatened in respect of the environment,



**LICENSE OF OCCUPATION**

received by the Licensee, including without limitation any notice concerning the Licensed Lands that:

- (a) a violation of any federal, provincial, or local environmental law or regulation may have been committed or is about to be committed by the Licensee;
- (b) any administrative or judicial complaint or order has been filed or is about to be filed against the Licensee alleging violations of any federal, provincial, or local environmental law or regulation or requiring that the Licensee or an adjacent land owner to take any action in connection with the release of a toxic or Hazardous substance into the environment; or
- (c) the Licensee may be liable or responsible for costs associated with a response to or a clean up of a release of a Hazardous substance into the environment or any damages caused thereby.

**ARTICLE 10. INSURANCE**

**10.1 Licensee Insurance**

The Licensee shall maintain throughout the Term at its own expense:

- (a) **All risks physical damage insurance.** All risks physical damage insurance on the Licensed Premises including, without limitation, the equipment, chattels, and trade fixtures at the Licensed Premises for their full replacement value, including, without limiting the foregoing, insurance against loss by fire and such other perils as are from time to time defined in the usual extended coverage endorsement; and
- (b) **Comprehensive general liability insurance.** Comprehensive general liability insurance against claims for death, personal injury or property damage in or about the Licensed Premises, such insurance to afford protection to a limit of not less than **One Million (\$1,000,000.00) Dollars** in respect of any one occurrence; (collectively, the "Licensee Insurance").

**10.2 Additional Insured**

Each insurance policy carried by the Licensee shall name the Village as an additional insured and contain a waiver of subrogation clause in favour of the Village.

**10.4 Cancellation**

Each insurance policy carried by the Licensee shall contain a provision obligating the insurer to provide the Village with written notice of cancellation of a reasonable period of time prior to the date of cancellation.

**ARTICLE 11. LIABILITY AND INDEMNITY**

**11.1 Liability and Indemnity**

The Licensee agrees that it shall both:

- (a) be liable to the Village for all losses, costs, damages and expenses whatsoever which the Village may suffer, sustain pay or incur; and, in addition,
- (b) indemnify, hold harmless, release and forever discharge, the Village, its directors,

LICENSE OF OCCUPATION

officers and employees, contractors and agents from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by the Village or which it may sustain, pay or incur;

in respect of:

- (c) the acts or omissions of the Licensee, its directors, officers, employees, contractors, agents, customers or invitees.
- (d) In connection with the breach, performance, purported performance or non-performance of any covenant, term or condition of this Agreement by the Licensee;
- (e) from any occurrence in or on the Licensed Lands;
- (f) from the possession or use of any part of the Licensed Lands by the Licensee;
- (g) from any work undertaken by the Licensee on the Licensed Lands;
- (h) any matters for which the Licensee is obligated to insure hereunder;

save and except as may be caused by the negligence of the Village and its directors, officers, employees, contractors and agents.

**ARTICLE 12. ACTS OF DEFAULT**

**12.1 Acts of Default**

- (a) **License Fee.** Default is made in payment of the License Fee or any part thereof or if default is made in payment of any Licensee Taxes and such default continues for **FIVE (5) DAYS** after written notice thereof to the Licensee by the Village, provided however that no notice of default shall be required to be sent if in any **TWELVE (12) MONTH PERIOD** THE Licensee defaults in the Payment of the License Fee or Licensee Taxes more than twice in such period;
- (b) **Breach of License.** The Licensee commits a material breach of any covenant, term, condition or agreement under this License other than those described in subsection 14.1 (a), and the Licensee fails to remedy such default to the satisfaction of the Village within **TEN (10) DAYS OF DELIVERY TO THE** Licensee of a written notice of default;
- (c) **Licensee Insurance.** The Licensee Insurance lapses or is cancelled, in whole or in part, and Licensee does not remedy such lapse or cancellation within seven (7) days of delivery to Licensee of written notice of such lapse or cancellation;
- (d) **Unoccupied Licensed Lands.** The Licensed Lands are vacant or unoccupied for the purpose outlined herein for a period of one year (365) consecutive days, or the Licensee otherwise abandons the Licensed Lands;
- (e) **Assignment for Benefit of Creditors.** The Licensee makes any assignment for the benefit of creditors, becomes insolvent, commits an act of bankruptcy, takes the benefit of any legislation for bankrupt or insolvent debtors or seeks any arrangement with its creditors;
- (f) **Bankruptcy and Insolvency Act.** The Licensee files a petition or makes a proposal, or is subject to a petition, receiving order or other proceeding under the *Bankruptcy and Insolvency Act* (Canada);
- (g) **Receiver.** The Licensee or the Licensed Lands are subject to appointment of any receiver, manager, receiver-manager, liquidator or trustee pursuant to the terms of a court order or security agreement or similar instrument;
- (h) **Winding Up.** Any order is made, a resolution is passed or a petition is filed for the

LICENSE OF OCCUPATION

winding up of the affairs of the Licensee; but not including the affairs of the Licensee's Estate.

- (l) **Distress, Attachment and Execution.** The Licensee is subject to distress, attachment or execution levied against any of the Licensed Lands or any personal property of the Licensee of the Licensed Lands;
- (m) **Commercially Reasonable Grounds.** The Village in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance by the Licensee under this Agreement may be impaired or placed in jeopardy.
- (n) **Sale of Adjacent Parcel.** The Licensee has sold or otherwise transferred the parcel currently owned by the Licensee that lies immediately adjacent to the west of the Licensed parcel to a party other than an immediate family member.

**12.2 Village Remedies**

In the event of an Act of Default:

- (a) **Termination.** The Village may terminate this License.
- (b) **License Fee.** An amount equal to **THREE (3) MONTHS** License Fee shall immediately become due and payable.
- (c) **Right of Re-entry.** The Village may re-enter and take possession of the Licensed area within thirty(30) days of termination of this License.
- (d) **Removal and Sale of Goods.** the Village may enter upon the Licensed Lands and seize and sell any or all of the Licensee's personal property, equipment, trade fixtures and inventory, any rule of law or equity to the contrary notwithstanding, and the Village may apply the proceeds from any such sale to any amounts payable by the Licensee to the Village under this Agreement..

**12.3 No Waiver**

The acceptance by the Village of any monies which may be payable by the Licensee under this Agreement, at any time after the Village has exercised any right or remedy under this Agreement or at common law or in equity, shall not be construed nor act as:

- (a) a waiver or condonation by the Village of the Act of Default by the Licensee;
- (b) a waiver by the Village of its termination of this Agreement; or
- (c) an affirmation of this Agreement by the Village

**12.4 Enforcement Costs**

Any and all amounts, expenses, costs, charges and fees, including without limitation legal fees and disbursements on a solicitor and his own client basis, incurred by or on behalf of the Village and arising from:

- (a) any Act of Default;
- (b) the exercise or attempt to exercise, by the Village of any of its rights, remedies or powers under this Agreement.

(collectively, "**Enforcement costs**")

Shall be payable by the Licensee to the Village on demand.

LICENSE OF OCCUPATION

**ARTICLE 13. NOTICES**

**13.1 Addresses for Notice**

All notices, requests, demands or other communications required or permitted to be given by any party to another pursuant to this License shall be given in writing and delivered by personal service, pre-paid registered mail or facsimile, addressed as follows:

(a) to Licensee at: **#318-728 Country Hills RD NW, Calgary T3K 5K8**

(b) to the Village at: **P.O. Box 113, Marwayne, Alberta T0B 2X0**

**13.2 Deemed Notice**

Any notice shall be deemed to have been given and received:

- (a) if personally delivered, on the day of personal service to the recipient party, provided that if such date is a day other than a business day in the recipient province, such notice shall be deemed to have been given and received on the first business day in the recipient province following the date of personal service;
- (b) if by pre-paid registered mail, the first business day in the recipient province after the expiration of **FIVE (5) DAYS** following the date of posting; or
- (c) if sent by facsimile transmission, on the first business day in the recipient province following the date of transmission.

**ARTICLE 14. GENERAL PROVISIONS**

**14.1 Joint and Several Liability**

If more than one person or legal entity is a party to this License as Licensee, all covenants, terms and conditions contained in this License shall apply to and be binding upon all such parties jointly and severally.

**14.2 Enurement**

This License shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

**14.4 Assignment by the Village**

The Village may assign its interest in and to the License to any of its affiliates, subsidiaries, agents or shareholders without consent of the Licensee.

**14.5 Assignment by Licensee**

The Licensee shall not:

- (a) sublicense or otherwise part with possession of the Licensed Lands in whole or in part; nor
- (b) assign or transfer the Licensee's interest in the Licensed Lands or assign, transfer, pledge, hypothecate or otherwise encumber in whole or in part, this Agreement.

(each referred to in this Article as an "assignment") without the prior written consent of the

LICENSE OF OCCUPATION

Village, which consent may be arbitrarily and unreasonably withheld, excepting the transfer of this License to the Licensee's Estate.

**ARTICLE 15. INTERPRETATION**

**15.1 Time of the Essence**

Time shall be of the essence in this License

**15.2 Entire Agreement**

This License and any attached schedule, and any addendum or amendment to this License which is in writing and references this License and is signed by all of the parties, constitutes the entire agreement between the parties. There are no warranties, representation, terms, conditions or collateral agreements, express or implied, other than as expressly set forth in this License.

**15.3 Amendment**

No amendment, alteration or variation of this License or of any of its terms, conditions, covenants or provisions shall be binding upon the parties unless made in writing and signed by the duly authorized representatives of each of the parties.

**15.4 Severability**

The provisions of this License are severable. If any provision, term, covenant or condition of this License or the application thereof to any person or circumstance, shall to any extent be prohibited by, or unlawful, invalid or unenforceable under any applicable law, in whole or in part, the remaining provisions, terms, covenants, or conditions in this License shall not be unenforceable or invalid, nor shall the application of such provision, term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable be affected thereby.

**15.6 Force Majeure**

If a party shall fail to meet any of its obligations under this License and such failure shall be caused or materially contributed to by an event of force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this License, and the time for performance of such obligation and the correlative obligations of the other party shall be extended for such period of time as the force majeure persists.

**15.7 Gender**

Whenever the context of this License requires, the singular shall include the plural and visa versa, and words importing the masculine gender shall include the feminine and neuter gender and vice versa, and words importing persons shall include individuals, corporations, partnerships, associations, trusts and unincorporated organizations.

**15.10 Licensee**

Whenever the context of this License requires, any reference to the "Licensee" shall be deemed to be a reference to each individual person or entity which is a party to this License as Licensee.

LICENSE OF OCCUPATION



**15.12 Governing Law**

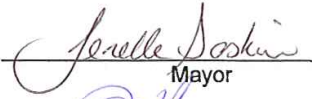

This License shall be governed by and construed in accordance with the laws of the Province of Alberta

THE PARTIES have executed this License as of the date and year first above mentioned

**Lorne Willoughby & Loretta Willoughby**

**The Village of Marwayne**

  
Mayor  
  
Administrator

SCHEDULE A

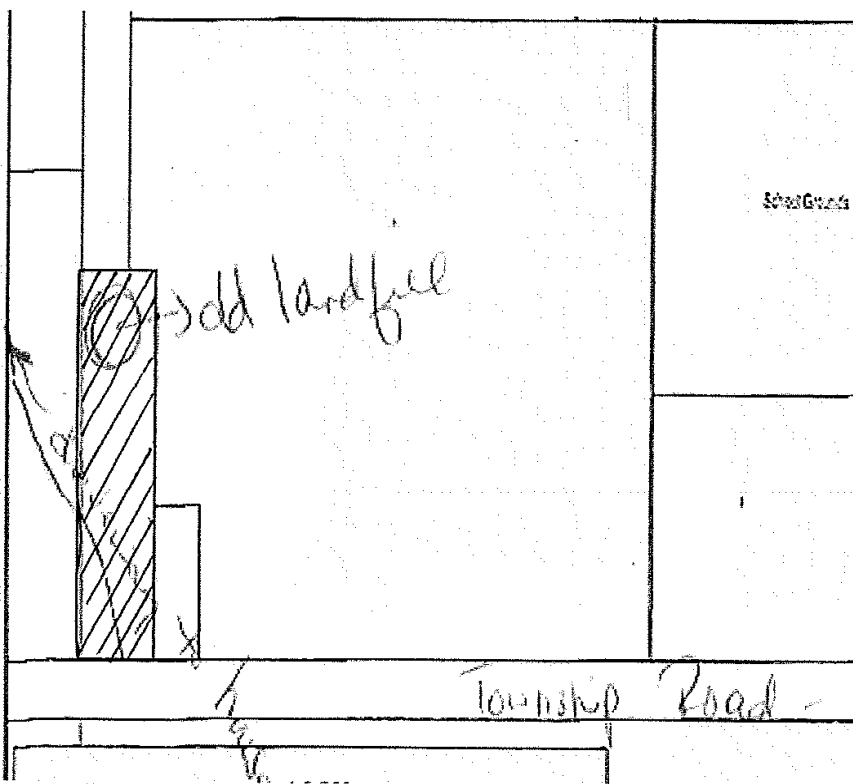
Municipal Address: Marwayne., Alberta

Legal Description: SE ¼ Sec 26 - 52 - 3 - W4,  
as described on Certificate of Title No. 9423731189001

LICENSE OF OCCUPATION

SCHEDULE "B"

LICENSED LANDS  
(Outlined as indicated, Not to Scale)





**Village of  
Marwayne**

Box 113  
Marwayne, AB  
T0B 2X0  
Phone: 780-847-3962  
Fax: 780-847-3324  
[marwayne.ca](http://marwayne.ca)

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November 2, 2011

Lorne and Loretta Willoughby  
#320-728 Country Hills Rd NW  
Calgary, Alberta  
T3K 5K8

Dear Mr. and Mrs. Willoughby:

**Re: Donation of Land to the Village**

The Marwayne Village Council would like to thank you for the donation of your 1.999 acres of land at: Part of SE26-52-3-4 Plan 370ET.

The lands are currently assessed at \$440 for purposes of property taxation only, which may or may not reflect full market value at the date of the donation.

Please find enclosed a copy of the fully executed License Agreement for you records. We have also instructed the lawyers to list this License on title.

Yours sincerely

Joanne Horton  
CAO

enclosure



LICENSE OF OCCUPATION

**LICENSE OF OCCUPATION**

This License made as the        day of    September , A.D. 2011

**BETWEEN:**

The Village of Marwayne  
P.O. Box 113  
Marwayne, Alberta T0B 2X0

( hereinafter referred to as the **Village** )

And

Lorne Willoughby and Loretta Willoughby, both of  
#318-728 Country Hills RD NW,  
Calgary, Alberta T3K 5K8

( hereinafter referred to as the **Licensee** )

**WHEREAS:**

- A. The Village is the registered owner of the lands and premises municipally and legally described in the attached Schedule "A" – LANDS (the "**Licensed Lands**")
- B. The Village wishes to grant a license of occupation for the Licensed Lands to the Licensee for the purpose of access and for the harvesting of hay crop on the lands.

**IN CONSIDERATION** of the fees reserved and the covenants and agreements in this License, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1. LICENSE**

**1.1 License**

The Village does hereby grant a non-exclusive license to the Licensee for use of the Licensed Lands as depicted on the attached Schedule "B" – LICENSED LANDS.

**1.2 Acknowledgement**

The Licensee acknowledges that this Agreement is a license of occupation only and the Licensee shall not acquire any leasehold or other interest in the Licensed Lands. The Licensee shall not register any notice of this Agreement against title to the Licensed Lands.

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**ARTICLE 2. TERM**

**2.1 Initial Term**

This License shall be for a term of **TEN ( 10 ) YEARS**, commencing on September 1, 2011 (the "**Commencement Date**") and ending on August 31, 2021 (the **Initial Term**).

**2.2 Term**

The Initial Term and any renewals or extensions thereof, whether under this License or by operation of law, are sometimes referred to as the "**Term**".

**2.3 Option to Renew**

The Licensee shall have the option to:

- (a) extend the Term of the License for successive periods of five (5) years thereafter, until terminated in accordance with the provisions of this License (each a "**Renewal Term**")
- (b) terminate the License at the end of the Initial Term; or
- (c) terminate the License at any time during any Renewal Term in accordance with the provisions of this License.

**2.4 Notice of Renewal**

The Licensee may exercise his right to extend the Term of this License by delivering written notice to the Village no later than **TWELVE ( 12 ) MONTHS** prior to the expiration of the Term.

**ARTICLE 3. USE AND OCCUPANCY**

**3.1 Use**

The Licensee shall use the Licensed Lands solely for the purpose of (the "**Permitted Purpose**") access by road to the adjacent parcel owned by the licensee and for the storage and removal of any hay crop on the surface of the land.

**3.2 Obligation to operate**

The Licensee shall occupy the Licensed Lands from and after the Commencement Date for the entire Term and shall conduct continuously, activity and diligently the business required to be carried on therein in Section 3.1 hereof in the whole of the Licensed Lands.

**3.3 Licenses, permits and approvals**

The Licensee shall, at its own expense, procure and maintain such licenses, permits or approvals from federal, provincial, municipal or administrative authorities as may be necessary to enable the Licensee to use the Licensed Lands for the Permitted Purpose.

LICENSE OF OCCUPATION

**ARTICLE 4. LICENSE FEE**

**4.1 License Fee**

The Licensee shall pay to the Village throughout the Term a license fee in the amount as follows:

- (a) For the period commencing September 1, 2011 and ending August 31, 2021, **ONE (\$1.00) DOLLAR** per annum, payable in advance on the first day of September in each and every year during the Term, the first of such payments to be made on September 1, 2011.
- (b) For each Renewal Term thereafter, the annual sum to be an amount per annum agreed to by the parties prior to the commencement of any renewal term, payable in advance on the first day of September of each successive Renewal Term; (the "License Fee")

**4.2 GST**

The Licensee shall pay to the Village any GST payable on any instalment of the License Fee at the time the instalment is paid.

**ARTICLE 5. IMPROVEMENTS**

**5.1 Alterations or additions**

The Licensee shall not proceed with any substantial alteration, addition, remodelling or rebuilding to the Licensed Lands without the prior written consent of the Village.

**5.2 Maintenance of Road Access**

The Licensee shall ensure that all modification, alterations or upgrading of the road access within the Licensed Lands shall be done and maintained in compliance with all applicable laws, rules, regulations, ordinances, codes and any other requirements of any governmental, municipal or other body having jurisdiction. Any upgrading of the Licensed Lands that is legislated or required by any regulatory body during the Term shall be the sole responsibility and expense of the Village.

**5.3 Engineering Drawings and Plans**

All drawings and specifications pertaining to the construction, modification, alteration or up-grading of the Licensed Lands must be reviewed and approved by the Village prior to the construction, modification, alteration or up-grading commencing.

**5.4 Liens, encumbrances and charges**

The Licensee covenants not to permit any liens, encumbrances or charges to be registered against the Lands without the consent of the Village.

**5.5 Builder's Lien Legislation**

In connection with the making, construction, installation or alteration of all work or installations made by or for the Licensee at the Licensed Lands, the Licensee shall comply with all the provisions of the applicable builders' lien legislation and other statutes from time to time applicable (including any provision requiring or enabling the retention of portions of any sums payable by way of hold-back) and except as to any such hold-back shall promptly pay all accounts relating thereto.

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**5.6 Discharge of liens**

If and whenever any builders' or other lien for work, labor, service or materials supplied to or for the Licensee or for the cost of which the Licensee may be in any way liable or claims therefore, or any encumbrance lien or charge, shall arise or be registered against the Licensed Lands the Licensee shall within **TWENTY (20) DAYS** after receipt of notice thereof procure the discharge thereof, including any certificate of action registered in respect of any lien, by payment or giving security or in such other manner as may be required or permitted by law and failing which the Village may make any payments required to procure the discharge of any such liens or encumbrances and shall be entitled to be reimbursed by the Licensee and its right to reimbursement shall not be affected or impaired if the Licensee shall them subsequently establish or claim that any lien or encumbrance so discharged was without merit or excessive or subject to any abatement, set-off or deference.

**ARTICLE 6. LICENSEE COVENANTS**

**6.1 Payment of License Fee**

Licensee covenants to pay to the Village the License Fee as specified in this License, without any set-off, compensation or deduction whatsoever.

**6.2 Performance**

Licensee covenants to observe and perform all the covenants and obligations of Licensee herein.

**6.2 Access**

Licensee shall permit the Village, its employees, agents and contractors to enter upon the Licenses Lands for the purpose of viewing the condition of the Licensed Lands, or for making repairs or replacements, or for performing any testing with respect to Hazardous Substances, or for complying with any term, order or requirement of any governmental or other authority. In that respect, the Licensee shall not damage, interfere with or block access to the Village's Equipment during the Term of this License.

**ARTICLE 7. VILLAGE COVENANTS**

**7.1 Performance**

The Village covenants to observe and perform all the covenants and obligations of the Village herein.

**ARTICLE 8. REPAIRS AND MAINTENANCE**

**8.1 Licensee's repair**

The Licensee shall keep the Licensed Lands in good condition, and covenants to repair, maintain and keep at the Licensee's own cost, except insofar as the obligation to repair rests upon the Village pursuant to this section, the Licensed Lands, including any improvements made by the Licensee, in good and substantial repair.

**8.2 View State of Repair**

the Village or its agents may enter upon the Licensed Lands at all reasonable times to view the state of repair of the Licensed Lands.

LICENSE OF OCCUPATION

- 8.3 Right of Village to repair**  
If in the opinion of the Village, the Licensed Lands are not in good condition and state of repair, the Village may serve notice upon the Licensee to make such repairs or replacements within a reasonable time, as the Village deems necessary (**Repair Notice**). If the Licensee fails to effect the repairs or replacements within the time set out in the Repair Notice, the Village may enter upon the Licensed Lands and render such repairs and replacements as the Village may deem necessary.
- 8.4 Acts of waste**  
The Licensee shall not commit any acts of waste nor use any part of the Licensed Lands except as expressly stated above without the prior written consent of the Village.
- 8.5 Nuisance**  
The Licensee shall not do, suffer or permit any act which may, directly or indirectly, cause injury or damage to the Licensed Lands, or which may become or be deemed a nuisance or interference to the Village or the public.
- 8.6 Government Regulations**  
The Licensee shall, at its own expense, abide by and comply with all rules, regulations and bylaws, recommendations and requirements of every government, administrative authority or governing body, which in any manner affect the operation of, or the use and possession of the Licensed Lands.
- 8.7 Destruction of Premises**  
In the event the Licensed Lands are damaged or destroyed in whole or in part by whatever cause to an extent rendering the Licensed Lands unusable for its intended use, in the opinion of the Village, and the Licensee shall co-operate in determining the cause of the occurrence and in determining the feasibility of restoring the Licensed Lands to full use, provided always that the Village shall be under no obligation to restore or rebuild the Licensed Lands in whole or in part. If an election is made not to restore the Licensed Lands, then this Agreement shall be terminated.
- 8.8 Surrender of Licensed Lands**  
At the expiration or termination of this Agreement, the Licensee shall peaceably surrender and yield up unto the Village the Licensed Lands in good condition and state of repair. If the Licensee fails to surrender the Licensed Lands in such condition, the Village may in its sole discretion perform such repair, maintenance and replacement as the Village deems necessary.
- 8.9 Repair and Maintenance Costs**  
The Licensee shall be liable to pay to the Village any and all costs, expenses and charges which may be paid or incurred by the Village in performing any of the obligations of the Licensee under this Article. The Licensee shall forthwith pay to the Village any such amounts upon receipt of written demand from the Village.

**ARTICLE 9. ENVIRONMENTAL**

**9.1 Definitions**

LICENSE OF OCCUPATION

- (a) **“Hazardous Substances”** means:
  - (i) any hazardous or toxic Substance;
  - (ii) any Substance which is, or is deemed to be, hazardous waste, special waste, hazardous waste, toxic, radioactive, a pollutant, a deleterious substance, a contaminant or a source of pollution or contamination under any Environmental Law whether or not such Substance is defined as Hazardous or toxic;
  - (iii) Any other Substance which is or may become hazardous, dangerous or toxic to individual persons or property;
  - (iv) Any Substance that, if added to any water, would degrade or form part of a process of degradation of the quality of that water to the extent that it will adversely affect its use by man or by any animal, fish or plant;
  - (v) Any Substance that, if emitted into the air, would create, or contribute to the creation of a condition of the air, that:
    - A. endangers the health, safety or welfare of individual persons or the health of animal life;
    - B. interferes with normal enjoyment of life or property; or
    - C. causes damage to plant life or to property; or
  - (vi) any radioactive substance;
- (b) **“Substance”** means any substance, waste, liquid, gaseous or solid matter, fuel, micro-organism, sound, vibration, ray, heat, odor, radiation, infrared or ultraviolet light, energy vector, plasma, and organic or inorganic matter or any combination thereof.

**9.2 Environmental Representations and Warranties**

- The Licensee represents, warrants, covenants, and agrees with the Village as follows:
- (a) the Licensed Lands shall not be used for the principal purpose of storing or using any Hazardous Substances;
  - (b) any Hazardous Substance brought onto the Licensed Lands or used by any person on the Licensed Lands shall be transported, used and stored only in accordance with all applicable laws, regulations, by-laws, and other lawful requirements;
  - (c) no use of the Licensed Lands shall be allowed which may cause or increase the likelihood of the escape, seepage, leakage, spillage, release, or discharge of any Hazardous Substance on, from, or under the Licensed Lands or permit any policy or insurance in respect of the Licensed Lands to be cancelled;
  - (d) the Licensee shall at its sole expense, remove any Hazardous Substances existing at, on or in the Licensed Lands due to any act of commission or omission on the Licensed Lands by the Licensee, its employees, agents, contractors, invitees or other persons for whom the Licensee may at law be responsible or take such other remedial action as is deemed necessary by the Village with regard to any such Hazardous Substances; and
  - (e) the Licensee shall be liable for and indemnify and save harmless the Village, its directors, officers, employees, contractor and agents from and against any and all actions, demands, losses, costs, damages, suits or proceedings by whomsoever made, bought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to any breach of this Article.

**9.3 Environmental Orders and Notices**

The Licensee shall forthwith provide the Village with a copy of any notice, claim, citation, directive, request for information, statement of claim, notice of investigation, letter or other communication, written or oral, actual or threatened in respect of the environment,

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received by the Licensee, including without limitation any notice concerning the Licensed Lands that:

- (a) a violation of any federal, provincial, or local environmental law or regulation may have been committed or is about to be committed by the Licensee;
- (b) any administrative or judicial complaint or order has been filed or is about to be filed against the Licensee alleging violations of any federal, provincial, or local environmental law or regulation or requiring that the Licensee or an adjacent land owner to take any action in connection with the release of a toxic or Hazardous substance into the environment; or
- (c) the Licensee may be liable or responsible for costs associated with a response to or a clean up of a release of a Hazardous substance into the environment or any damages caused thereby.

**ARTICLE 10. INSURANCE**

**10.1 Licensee Insurance**

The Licensee shall maintain throughout the Term at its own expense:

- (a) **All risks physical damage insurance.** All risks physical damage insurance on the Licensed Premises including, without limitation, the equipment, chattels, and trade fixtures at the Licensed Premises for their full replacement value, including, without limiting the foregoing, insurance against loss by fire and such other perils as are from time to time defined in the usual extended coverage endorsement; and
- (b) **Comprehensive general liability insurance.** Comprehensive general liability insurance against claims for death, personal injury or property damage in or about the Licensed Premises, such insurance to afford protection to a limit of not less than **One Million (\$1,000,000.00) Dollars** in respect of any one occurrence; (collectively, the “**Licensee Insurance**”).

**10.2 Additional Insured**

Each insurance policy carried by the Licensee shall name the Village as an additional insured and contain a waiver of subrogation clause in favour of the Village.

**10.4 Cancellation**

Each insurance policy carried by the Licensee shall contain a provision obligating the insurer to provide the Village with written notice of cancellation of a reasonable period of time prior to the date of cancellation.

**ARTICLE 11. LIABILITY AND INDEMNITY**

**11.1 Liability and Indemnity**

The Licensee agrees that it shall both:

- (a) be liable to the Village for all losses, costs, damages and expenses whatsoever which the Village may suffer, sustain pay or incur; and, in addition,
- (b) indemnify, hold harmless, release and forever discharge, the Village, its directors,

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officers and employees, contractors and agents from and against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by the Village or which it may sustain, pay or incur;

in respect of:

- (c) the acts or omissions of the Licensee, its directors, officers, employees, contractors, agents, customers or invitees.
- (d) In connection with the breach, performance, purported performance or non-performance of any covenant, term or condition of this Agreement by the Licensee;
- (e) from any occurrence in or on the Licensed Lands;
- (f) from the possession or use of any part of the Licensed Lands by the Licensee;
- (g) from any work undertaken by the Licensee on the Licensed Lands;
- (h) any matters for which the Licensee is obligated to insure hereunder;

save and except as may be caused by the negligence of the Village and its directors, officers, employees, contractors and agents.

**ARTICLE 12. ACTS OF DEFAULT**

**12.1 Acts of Default**

- (a) **License Fee.** Default is made in payment of the License Fee or any part thereof or if default is made in payment of any Licensee Taxes and such default continues for **FIVE (5) DAYS** after written notice thereof to the Licensee by the Village, provided however that no notice of default shall be required to be sent if in any **TWELVE (12) MONTH PERIOD** THE Licensee defaults in the Payment of the License Fee or Licensee Taxes more than twice in such period;
- (b) **Breach of License.** The Licensee commits a material breach of any covenant, term, condition or agreement under this License other than those described in subsection 14.1 (a), and the Licensee fails to remedy such default to the satisfaction of the Village within **TEN (10) DAYS OF DELIVERY TO THE** Licensee of a written notice of default;
- (c) **Licensee Insurance.** The Licensee Insurance lapses or is cancelled, in whole or in part, and Licensee does not remedy such lapse or cancellation within seven (7) days of delivery to Licensee of written notice of such lapse or cancellation;
- (d) **Unoccupied Licensed Lands.** The Licensed Lands are vacant or unoccupied for the purpose outlined herein for a period of one year (365) consecutive days, or the Licensee otherwise abandons the Licensed Lands;
- (e) **Assignment for Benefit of Creditors.** The Licensee makes any assignment for the benefit of creditors, becomes insolvent, commits an act of bankruptcy, takes the benefit of any legislation for bankrupt or insolvent debtors or seeks any arrangement with its creditors;
- (f) **Bankruptcy and Insolvency Act.** The Licensee files a petition or makes a proposal, or is subject to a petition, receiving order or other proceeding under the *Bankruptcy and Insolvency Act* (Canada);
- (g) **Receiver.** The Licensee or the Licensed Lands are subject to appointment of any receiver, manager, receiver-manager, liquidator or trustee pursuant to the terms of a court order or security agreement or similar instrument;
- (h) **Winding Up.** Any order is made, a resolution is passed or a petition is filed for the



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winding up of the affairs of the Licensee; but not including the affairs of the Licensee's Estate.

- (l) **Distress, Attachment and Execution.** The Licensee is subject to distress, attachment or execution levied against any of the Licensed Lands or any personal property of the Licensee of the Licensed Lands;
- (m) **Commercially Reasonable Grounds.** The Village in good faith believes and has commercially reasonable grounds to believe that the prospect of payment or performance by the Licensee under this Agreement may be impaired or placed in jeopardy.
- (n) **Sale of Adjacent Parcel.** The Licensee has sold or otherwise transferred the parcel currently owned by the Licensee that lies immediately adjacent to the west of the Licensed parcel to a party other than an immediate family member.

**12.2 Village Remedies**

In the event of an Act of Default:

- (a) **Termination.** The Village may terminate this License.
- (b) **License Fee.** An amount equal to **THREE (3) MONTHS** License Fee shall immediately become due and payable.
- (c) **Right of Re-entry.** The Village may re-enter and take possession of the Licensed area within thirty(30) days of termination of this License.
- (d) **Removal and Sale of Goods.** the Village may enter upon the Licensed Lands and seize and sell any or all of the Licensee's personal property, equipment, trade fixtures and inventory, any rule of law or equity to the contrary notwithstanding, and the Village may apply the proceeds from any such sale to any amounts payable by the Licensee to the Village under this Agreement.

**12.3 No Waiver**

The acceptance by the Village of any monies which may be payable by the Licensee under this Agreement, at any time after the Village has exercised any right or remedy under this Agreement or at common law or in equity, shall not be construed nor act as:

- (a) a waiver or condonation by the Village of the Act of Default by the Licensee;
- (b) a waiver by the Village of its termination of this Agreement; or
- (c) an affirmation of this Agreement by the Village

**12.4 Enforcement Costs**

Any and all amounts, expenses, costs, charges and fees, including without limitation legal fees and disbursements on a solicitor and his own client basis, incurred by or on behalf of the Village and arising from:

- (a) any Act of Default;
- (b) the exercise or attempt to exercise, by the Village of any of its rights, remedies or powers under this Agreement.

(collectively, "**Enforcement costs**")

Shall be payable by the Licensee to the Village on demand.

LICENSE OF OCCUPATION

**ARTICLE 13. NOTICES**

**13.1 Addresses for Notice**

All notices, requests, demands or other communications required or permitted to be given by any party to another pursuant to this License shall be given in writing and delivered by personal service, pre-paid registered mail or facsimile, addressed as follows:

(a) to Licensee at: **#318-728 Country Hills RD NW, Calgary T3K 5K8**

(b) to the Village at: **P.O. Box 113 , Marwayne, Alberta T0B 2X0**

**13.2 Deemed Notice**

Any notice shall be deemed to have been given and received:

- (a) if personally delivered, on the day of personal service to the recipient party, provided that if such date is a day other than a business day in the recipient province, such notice shall be deemed to have been given and received on the first business day in the recipient province following the date of personal service;
- (b) if by pre-paid registered mail, the first business day in the recipient province after the expiration of **FIVE (5) DAYS** following the date of posting; or
- (c) if sent by facsimile transmission, on the first business day in the recipient province following the date of transmission.

**ARTICLE 14. GENERAL PROVISIONS**

**14.1 Joint and Several Liability**

If more than one person or legal entity is a party to this License as Licensee, all covenants, terms and conditions contained in this License shall apply to and be binding upon all such parties jointly and severally.

**14.2 Enurement**

This License shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

**14.4 Assignment by the Village**

The Village may assign its interest in and to the License to any of its affiliates, subsidiaries, agents or shareholders without consent of the Licensee.

**14.5 Assignment by Licensee**

The Licensee shall not:

- (a) sublicense or otherwise part with possession of the Licensed Lands in whole or in part; nor
- (b) assign or transfer the Licensee's interest in the Licensed Lands or assign, transfer, pledge, hypothecate or otherwise encumber in whole or in part, this Agreement.

(each referred to in this Article as an "assignment") without the prior written consent of the

LICENSE OF OCCUPATION

Village, which consent may be arbitrarily and unreasonably withheld, excepting the transfer of this License to the Licensee's Estate.

**ARTICLE 15. INTERPRETATION**

**15.1 Time of the Essence**

Time shall be of the essence in this License

**15.2 Entire Agreement**

This License and any attached schedule, and any addendum or amendment to this License which is in writing and references this License and is signed by all of the parties, constitutes the entire agreement between the parties. There are no warranties, representation, terms, conditions or collateral agreements, express or implied, other than as expressly set forth in this License.

**15.3 Amendment**

No amendment, alteration or variation of this License or of any of its terms, conditions, covenants or provisions shall be binding upon the parties unless made in writing and signed by the duly authorized representatives of each of the parties.

**15.4 Severability**

The provisions of this License are severable. If any provision, term, covenant or condition of this License or the application thereof to any person or circumstance, shall to any extent be prohibited by, or unlawful, invalid or unenforceable under any applicable law, in whole or in part, the remaining provisions, terms, covenants, or conditions in this License shall not be unenforceable or invalid, nor shall the application of such provision, term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable be affected thereby.

**15.6 Force Majeure**

If a party shall fail to meet any of its obligations under this License and such failure shall be caused or materially contributed to by an event of force majeure, such failure shall be deemed not to be a breach of the obligations of such party under this License, and the time for performance of such obligation and the correlative obligations of the other party shall be extended for such period of time as the force majeure persists.

**15.7 Gender**

Whenever the context of this License requires, the singular shall include the plural and visa versa, and words importing the masculine gender shall include the feminine and neuter gender and vice versa, and words importing persons shall include individuals, corporations, partnerships, associations, trusts and unincorporated organizations.

**15.10 Licensee**

Whenever the context of this License requires, any reference to the "Licensee" shall be deemed to be a reference to each individual person or entity which is a party to this License as Licensee.

LICENSE OF OCCUPATION

**15.12 Governing Law**

This License shall be governed by and construed in accordance with the laws of the Province of Alberta

THE PARTIES have executed this License as of the date and year first above mentioned

**Lorne Willoughby & Loretta Willoughby**

**The Village of Marwayne**

\_\_\_\_\_

\_\_\_\_\_

Mayor

\_\_\_\_\_

\_\_\_\_\_

Administrator

SCHEDULE A

Municipal Address:

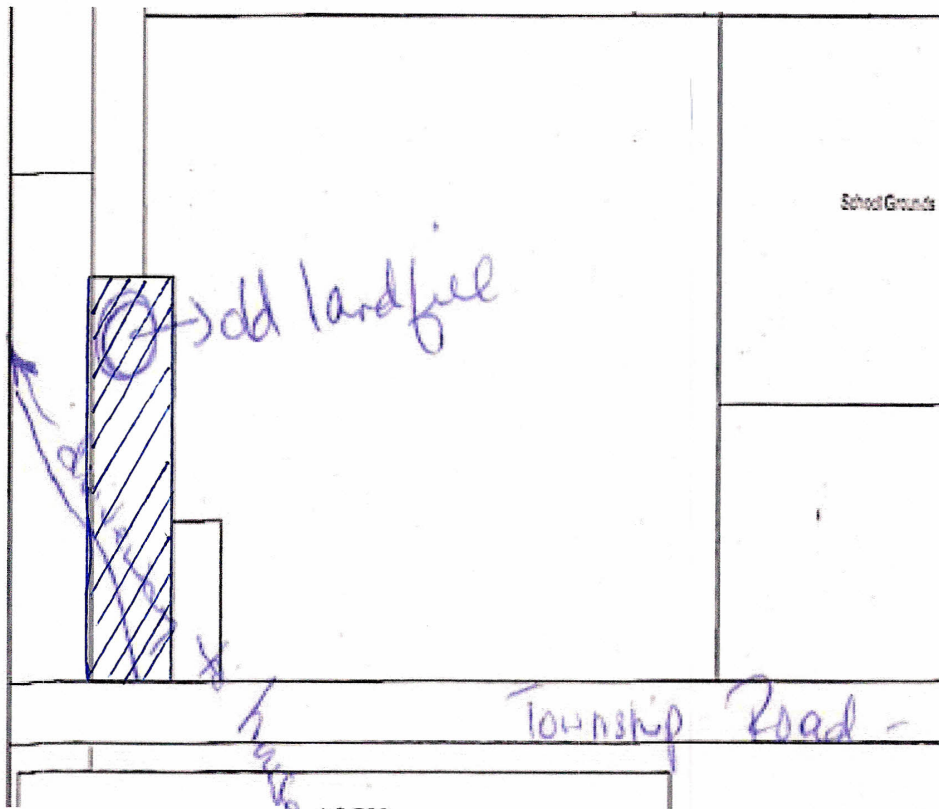
Marwayne., Alberta

Legal Description: SE ¼ Sec 26 - 52 - 3 - W4,  
as described on Certificate of Title No. 9423731189001

LICENSE OF OCCUPATION

SCHEDULE "B"

LICENSED LANDS  
(Outlined as indicated, Not to Scale)



# NEW! Flexible Spending Account

AUGUST 27, 2020



# Flexible Spending Account

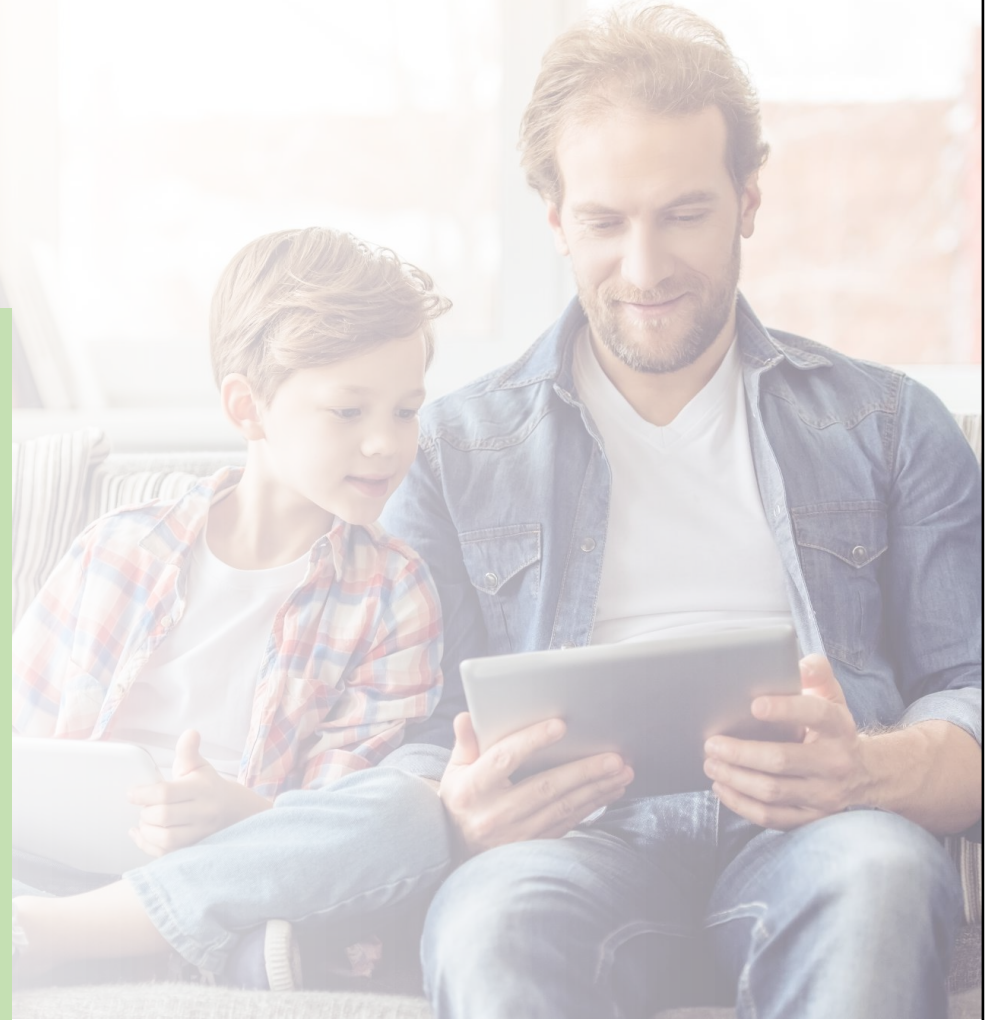
- New to AMSC effective Jan 1, 2021 is the Flexible Spending Account, which is a great addition to your group plan.
- It gives employees choice in their benefits package that is flexible to meet their person health and wellness needs.



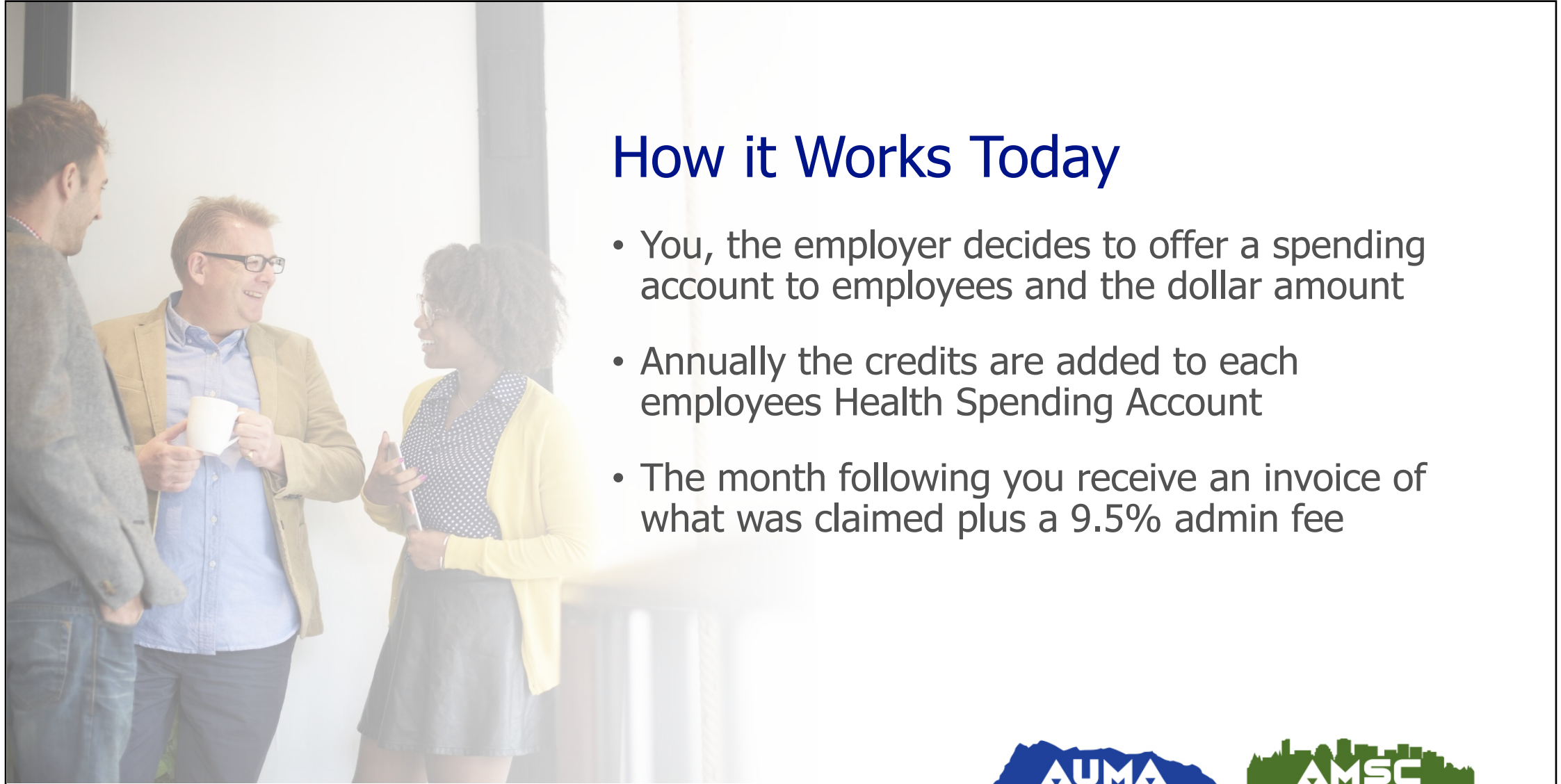
# Current Spending Account

## Health Spending Account (HSA) *Non-Taxable*

An HSA is a natural extension of the health and disability solutions you are already offering employees through the core benefits plan. Employees can use allocated credits to pay for a wide variety of health and dental expenses. Expenses are deemed eligible in accordance with the Canada Revenue Agency and federal Income Tax Act guidelines. This means that no income tax is deducted from employees' credits before they are deposited into the account.







# How it Works Today

- You, the employer decides to offer a spending account to employees and the dollar amount
- Annually the credits are added to each employees Health Spending Account
- The month following you receive an invoice of what was claimed plus a 9.5% admin fee



# NEW! Flexible Spending Account- Effective Jan 1, 2021

## Health Spending Account (HSA)

*Non-Taxable*

An HSA is a natural extension of the health and disability solutions you are already offering employees through the core benefits plan. Employees can use allocated credits to pay for a wide variety of health and dental expenses. Expenses are deemed eligible in accordance with the Canada Revenue Agency and federal Income Tax Act guidelines. This means that no income tax is deducted from employees' credits before they are deposited into the account.

## Personal Spending Account (PSA)

*Taxable*

A PSA offers more opportunities for health and wellness outside of the regular benefits plan. It covers a wide range of eligible expenses supporting the mental, physical, and financial well-being of employees and their families. Items offered in a PSA are generally considered a taxable benefit to employees. Reports are provided at year end to use for payroll-related taxes and deductions, as well as related tax reporting to employees.

Administration Fee: Amount of claims paid plus 9.5%



# Eligible Expenses



Fitness equipment



Fitness Services



Health Products and Services



Financial



Insurance premiums



Professional Services



Green Living



Safety Initiatives

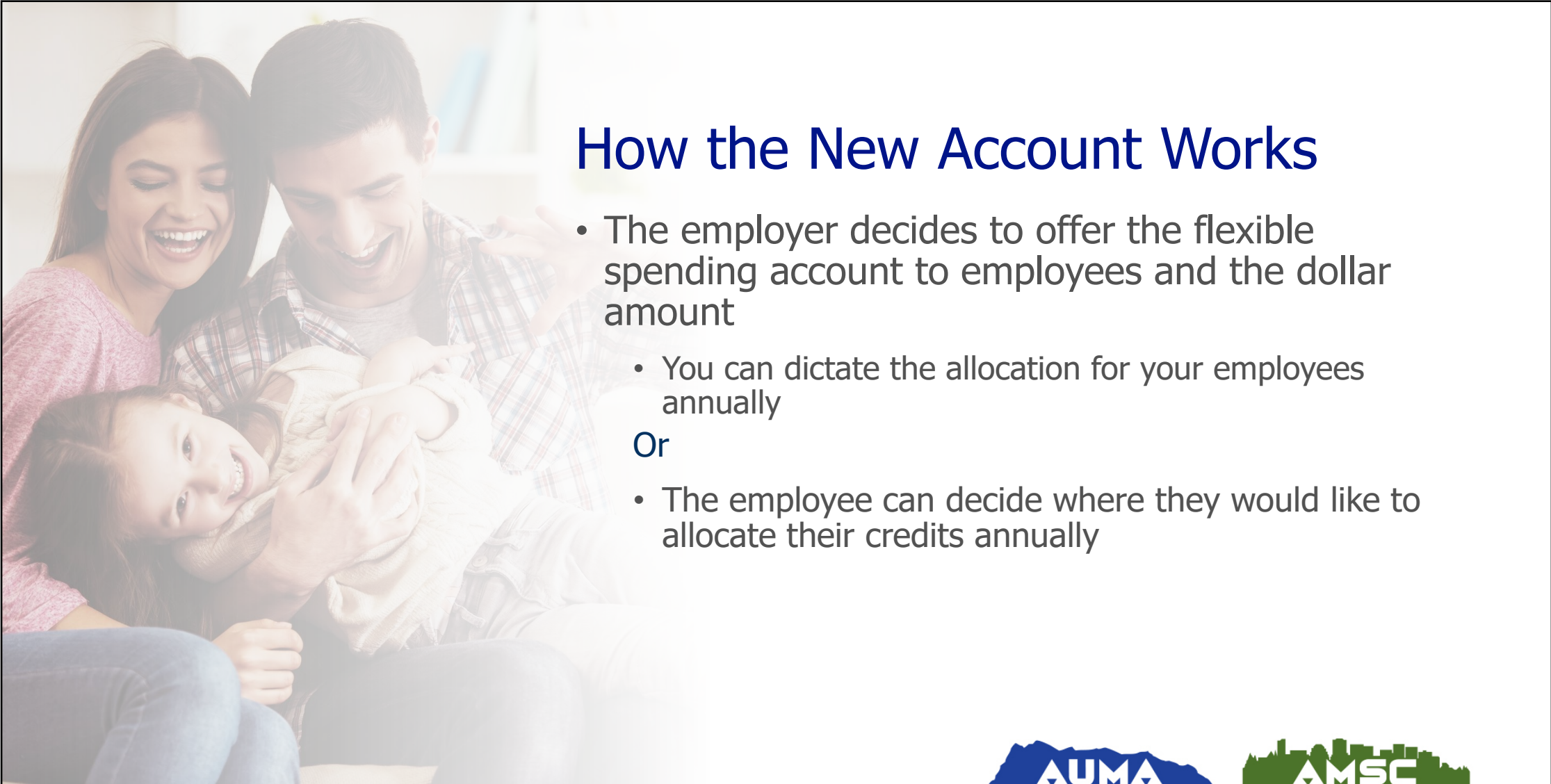


Work life balance



Education and Personal Development





## How the New Account Works

- The employer decides to offer the flexible spending account to employees and the dollar amount

- You can dictate the allocation for your employees annually

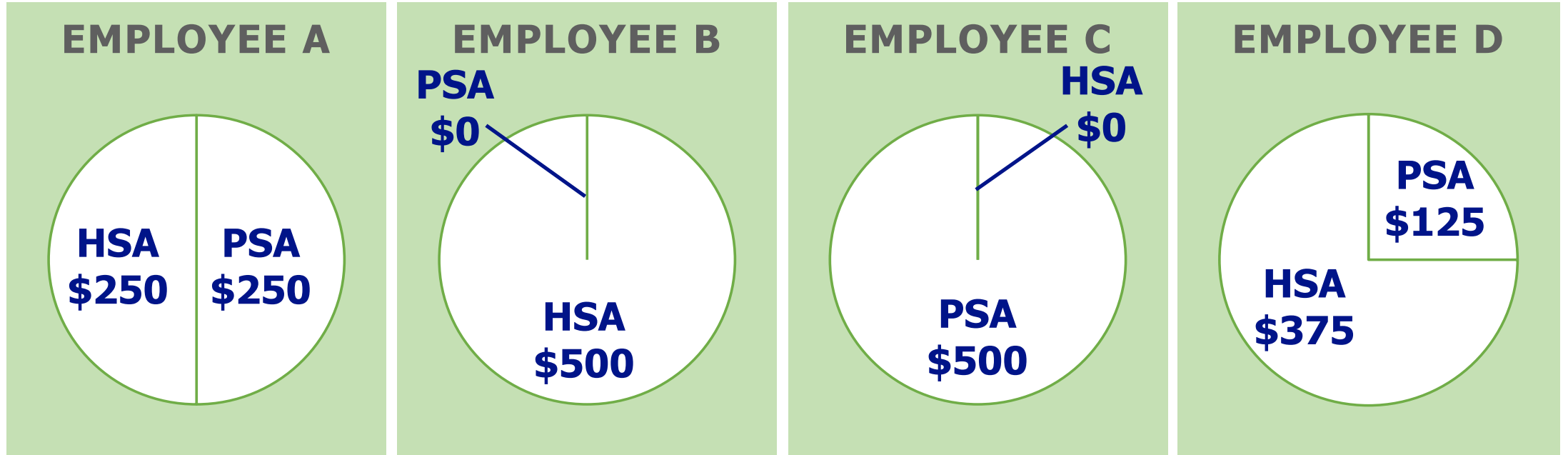
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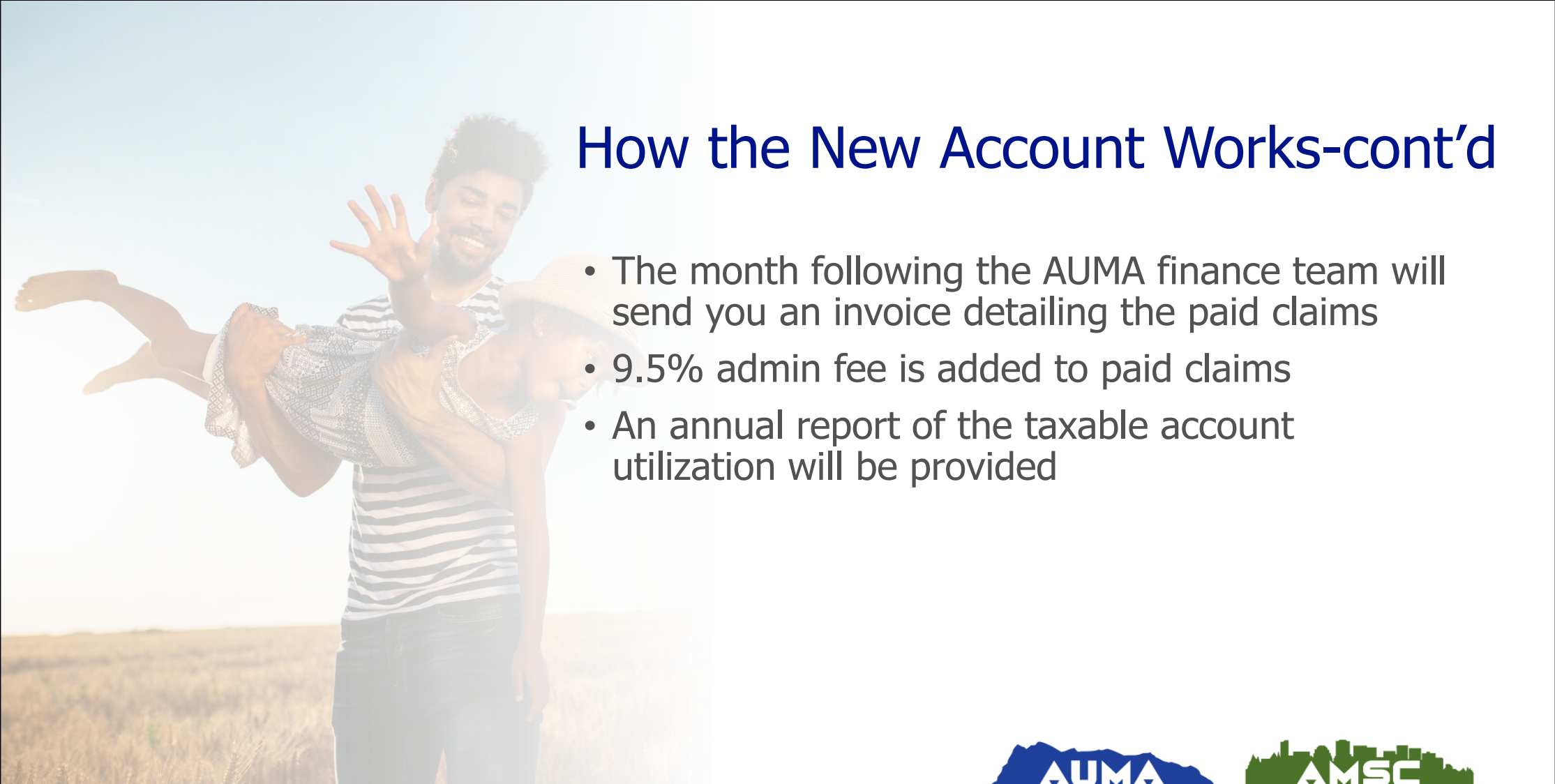
- The employee can decide where they would like to allocate their credits annually



# How Allocation Works - Example

- Total Credit Amount - \$500





## How the New Account Works-cont'd

- The month following the AUMA finance team will send you an invoice detailing the paid claims
- 9.5% admin fee is added to paid claims
- An annual report of the taxable account utilization will be provided





## Implementation Milestones

- Advise AMSC of addition and confirm benefit structure by Sept 30<sup>th</sup>
- Provide employee allocations to AMSC by Oct 31<sup>st</sup>
- Effective date Jan 1<sup>st</sup> , 2021



## Next Steps

- If you are interested in implementing this benefit, please let your Benefit Service Consultant know or email us at [Benefits@auma.ca](mailto:Benefits@auma.ca)
- We will be sending out an information package in the upcoming weeks





Questions?



AMP  
ALBERTA  
MUNICIPAL

Flexible Spending Account  
Benefit Offering

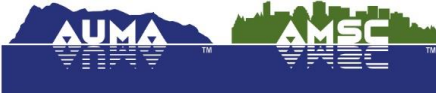
AUMA™

AMSC™

MUNiX  
Municipal Insurance Exchange

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## Flexible Spending Account- Overview

A Flexible Spending Account is a great addition to your group plan. It gives employees choice and flexibility in their benefits package to meet their person health and wellness needs.

As the employer, you set an amount for each class of employee which will be allocated annually. Employees then make a choice every year as to where they would like to allocate credits between two accounts; a Health Spending Account and/or a Personal Spending Account. Employees can choose one or the other or split their credits between the two accounts in denominations of \$25. If no allocation is made, the credits will default into the Health Spending Account. These credit allocations are then sent in a listing to your Benefit Services Consultant to set up the spending accounts for each employee. Once the benefit year has commenced, the employee will be able to see their spending account details, credit amounts, and submit claims through the Sun Life website.

### Health Spending Account (HSA) *Non-Taxable*

An HSA is a natural extension of the health and disability solutions you are already offering employees through the core benefits plan. Employees can use allocated credits to pay for a wide variety of health and dental expenses. Expenses are deemed eligible in accordance with the Canada Revenue Agency and federal Income Tax Act guidelines. This means that no income tax is deducted from employees' credits before they are deposited into the account.

### Personal Spending Account (PSA) *Taxable*

A PSA offers more opportunities for health and wellness outside of the regular benefits plan. It covers a wide range of eligible expenses supporting the mental, physical, and financial well-being of employees and their families. Items offered in a PSA are generally considered a taxable benefit to employees. Reports are provided at year end to use for payroll-related taxes and deductions, as well as related tax reporting to employees.

## Plan Summary

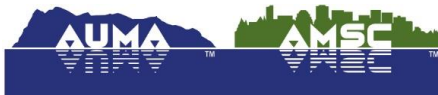
**Benefit year:** January 1 to December 31

**Carry Forward:** Credits carry forward for one year

**Proof of Claim Period:** Employees have 90 days from the end of the benefit year to submit expenses that were incurred during that year

## Administration Fee

Each month AMSC bills the municipality for the amount of the claim plus 9.5 percent. This fee includes the Sun Life and AMSC administration fees. The Flexible Spending Account fees are subject to annual review and may change as part of the renewal process.



## FAQ

### **Who is covered?**

Coverage is available to employees and their eligible dependents for both HSA and PSA. However, HSA credits can be used for any dependent if they qualify as a dependent under the Federal Income Tax Act.

### **What is an eligible expense?**

Spending account claims must be incurred during the benefit year (Jan1-Dec 31) and submitted to Sun Life within 90 days of the end of the benefit year in which it is incurred. Please see the attached listings of eligible expenses for more details on which items and services are eligible.

### **Making the most of credits:**

The plan allows for claims to be submitted up to 90 days after the benefit year has ended if those claims were incurred during the benefit year. After this time, claims from the previous year will no longer be eligible. Any credits remaining in an employee's account at the end of a benefit year will carry forward into the next benefit year. At the end of that benefit year, credits carried over from the previous benefit year will be terminated.

### **What if a flexible spending account is the only benefit an employee has?**

Employees with only a flexible spending account can enroll through the Sun Life Plan Member Services website and app to submit electronic claims or submit claims through the mail by completing paper claim forms. They will not receive a drug card and Sun Life will mail the employee a temporary code used to validate their registration. If the employee does not wish to wait, they can call the Sun Life Client Care Centre at 1.800.361.6212 and they will assist with providing an immediate registration code. Once received, the employee will return to mysunlife.ca and sign in to complete their registration.

### **Making a claim:**

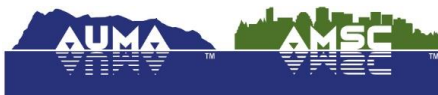
Flexible spending account claims can be submitted online through the Sun Life Plan Member Services website and app, or through the mail by completing a paper claim form. Not all claims can be completed online, even though they may be an eligible HSA expense. When online, employees will be asked to select the type of expense from a drop-down list. If the type of expense is not on the list, then employees will have to submit a paper claim. Flexible spending account claims over \$1,000 cannot be sent over the Internet. If employees submit claims online, they must keep their original receipts for twelve months as Sun Life may request an audit of their claims.

### **What about direct billed claims?**

If there is a balance remaining on a direct billed expense, it is not automatically processed through an employees' spending account. Employees will have to submit a separate claim for the unpaid portion of the claim.

### **Spending account coverage under multiple plans?**

If employees are covered under more than one plan, such as a spouse's plan, it is to the employee's advantage to send the balance of their claim to the other plan before claiming any amount to the spending account.

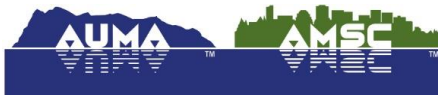


## Eligible Expenses

### Health Spending Account (HSA)

Employees can use the Health Spending Account (HSA) to cover medical, hospital, and dental expenses that are eligible under the Income Tax Act (Canada) and are not paid, or not paid in full, under their group benefits plan, spouse's plan, or any government-sponsored plan. For a full list of eligible expenses please refer to the CRA website. Some eligible expenses include but are not limited to the items listed below:

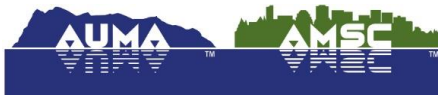
- Health or dental expenses and out of pocket expenses such as deductibles, coinsurance, or amounts over plan maximums.
- Premiums for health or dental benefits
- Services performed by a qualified medical or dental practitioner
- Eyeglasses, contact lenses or laser eye surgery
- Medical devices, supplies or equipment
- Prescription medication prescribed by a licensed medical practitioner
- Paramedical practitioners (physiotherapists, psychologists, etc.)
- Dental care services including dental exams, fillings, and orthodontic services
- Payments to a public or licensed private hospital
- Artificial eyes and limbs, limb braces, wheelchairs, and hearing aids
- Alterations to a dwelling for access or mobility
- Transportation and travel services, including ground or air ambulance
- Diagnostic screening, laboratory, or radiological procedures



### Personal Spending Account (PSA)

The PSA covers a wide range of expenses supporting the mental, physical, and financial well-being of employees and their families. A full list of eligible health and wellness expenses is available on the Sun Life Plan Member Services member services website. Some eligible expenses include, but are not limited to, the items listed below:

- Fitness services
  - Fitness club or gym memberships
  - Registration fees for fitness-related programs, lessons or courses
  - Sports team memberships and registration fees
  - Hunting and fishing licenses
- Fitness equipment
  - Purchase or rental of exercise equipment
  - Fishing gear and supplies, camping gear, tents and sleeping bags
- Health products and services
  - Nutrition programs and counselling
  - Smoking cessation programs and products
  - First aid and CPR (cardiopulmonary resuscitation) training
- Professional services
  - Estate planning, financial investment counselling and tax return preparation
  - Legal expenses (such as wills, divorces, and house purchases or sales)
- Education and personal development
  - Tuition fees for university, college or continuing education (including books and supplies)
  - Fees or dues for professional memberships or associated with maintaining a professional designation
- Green living
  - Public transit passes
  - Solar energy and wind energy products
  - Composters, rain barrels, recycling bins and recycling fees for atypical items (such as electronics)
- Work-life balance
  - Childcare expenses
  - Elder-care expenses
  - Pet-care services (such as kenneling, obedience training, dog walking and veterinarian fees)
- Safety initiatives
  - Baby safety equipment
  - First aid products
  - Smoke alarms, carbon monoxide (CO) detectors, and fire extinguishers
- Insurance premiums
  - Life and Critical Illness insurance premiums
  - Pet insurance premiums
- Financial
  - Registered Retirement Savings Plan (RRSP) contributions
  - Registered Education Savings Plan (RESP) contributions
  - Tax-Free Savings Account (TFSA) contributions



## Employee Letter Template

**Use this letter as a guide to introduce the flexible spending account to employees. Simply copy and paste the wording into your company letterhead and tailor the messaging to suite your needs.**

Dear [employee name],

We recognize the value of your health and wellness and the important role it plays in helping you bring your best to work. That's why we've enhanced our employees' group benefits plan with the addition of a Flexible Spending Account.

A Flexible Spending Account is a natural extension of the health and disability solutions that are already in your plan, and it allows you to choose where to apply your account credits. Every year you will be able to choose if you would like credits under a Health Spending Account (HSA) and/or a Personal Spending Account (PSA). Please see the attached reference guide that outlines the differences between these accounts and how they can support employees mental, physical, and financial well-being.

Submitting expenses is easy and can be done from anywhere through the **mySunLife Mobile app** or online at **mysunlife.ca**. And because these spending accounts are fully digital, your claims can be processed in less than 48 hours!

There are dozens of eligible expenses that will help to keep you and any dependents on your plan healthy and vibrant. Some examples of eligible expenses include:

### Health Spending Accounts:

- Premiums for health or dental benefits
- Eyeglasses, contact lenses or laser eye surgery
- Medical devices, supplies or equipment
- Diagnostic screening, laboratory or radiological procedures

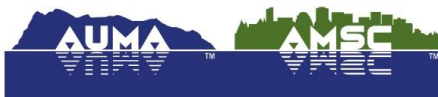
### Personal Spending Accounts:

- Bikes, strollers, fitness gaming consoles, childcare expenses
- Gym memberships, sports team registrations, athletic wear, and electronics
- RRSP/RESP contributions, legal expenses, elder care, personal trainer, camping
- Hobbies and general interest courses, medical alert products, public transit passes

Find out more about your spending account coverage by reviewing the attached or contacting our HR representative at [Contact information]. Once enrolled you can learn more by visiting **mysunlife.ca**.

Sincerely,

[signature of employer]





Employee Benefits: Flexible Spending Account

## Frequently Asked Questions

### Claim eligibility

***What is eligible on the Health Spending Account (HSA) vs Personal Spending Account (PSA)?***

The CRA dictates what is an eligible medical expense and therefore what is eligible on the health spending account. For eligible expenses on the personal spending account, please review the list in the product offering document.

***Currently under the HSA, you can claim back dental and health premiums paid over the course of the year. Will this be eligible under the PSA as well?***

Premiums eligible under the taxable PSA are eligible only if they are for a taxable benefit.

***Under the HSA, does this cover things like physiotherapy, dental, glasses, and prescriptions? Is the coverage 100%? Is there a deductible for the employee per claim?***

Anything deemed eligible by the CRA as a medical expense is payable up to the total credit amount on the plan. Think of this more as a bank account than a benefit. The employee has those credits to use and can decide what they would like to put them towards. All the examples you have provided are eligible.

### Claiming expenses

***Would employees make claims for the PSA in a similar way to the HSA?***

Claiming for a PSA can be done online or via paper claim forms.

***How will the reporting of taxable benefits be handled? Will Sun Life report it or is it the employer's responsibility?***

Sun Life will report to the employer the amounts used by each employee in the year so the employer can add them to the employees' respective T4s. The reporting of the taxable benefit is the responsibility of the employer.

### Employer costs

***Does the 9.5% Administration Fee apply to only the PSA claims or to the HSA claims as well?***

The Administration Fee applies to both PSA and HSA claims. You will receive a monthly report of the total dollar spend for your employees with the admin fee added. The total of the two is how much you would owe AMSC.

***If we went with either the current HSA or the new HSA and PSA program, what does the employer pay? Is it a set amount each month similar to our current group plan or would the employer pay a different amount each month based on what the employees claimed in the month? Or is it both (set minimum fee plus pay for what the employee used)?***

You will receive a monthly report of the total dollar spend for your employees with the admin fee added. The total of the two is how much you would owe AMSC. It could vary month by month depending on what was claimed during that period. A good way to estimate is to assume 100% of your employees use the credits given, let's say \$2,000. Multiply your employee count by the \$2,000 credit amount and add the admin fee (multiply by 1.095). This is your maximum annual expenditure on the spending accounts.

***If we allow the employee benefit credits to roll over to the next year, is there an increased cost to the employer? Do those credits eventually expire, or can they accumulate indefinitely until the employee chooses to use them? Is this available for both HSA and PSA credits?***

Employee credits will roll over for one year, which is the standard industry practice. There is no increased cost as no new money is added, just left-over money from the first year. The credits carry forward for only one year and forfeit at the end of that following year. This is the same process for HSA and PSA.



310-AUMA | [benefits@auma.ca](mailto:benefits@auma.ca)

Employee Benefits: Flexible Spending Account

## Frequently Asked Questions

### Setting up a Flexible Spending Account

***If we currently offer an HSA, how is a balance forward from 2020 managed? Does it remain in the HSA?***

Yes. If there is a balance remaining in the current spending account in place, that is where it will remain until it is used or forfeited.

***If the employer provides an HSA with a \$2,000 credit can we adjust that now to say \$1,500 to HSA and \$500 to PSA?***

Yes. The employer can give employees choice or can dictate the credit allocation.

***Does the employer determine the credit amount at the start of each year (or at the beginning of the contract)? For example, \$2,000 annually for each employee.***

The employer determines the credit amount at the beginning of the contract and has the ability to revise the amount annually.

***Can we decide each year if we want to have a carry over for any unused credits?***

No, that is determined at the policy level and our policy follows industry standard in having the credits carry forward for one year.

***When we enroll a new employee, do we provide direction on how they wish to proceed with the PSA and the HSA when we forward the enrollment form?***

Yes.

***What if an employee does not select how to allocate the credits between their HSA & PSA accounts?***

Their credits will default into the HSA.

***Can HSA and PSA credits be transferred between accounts mid-year by the employee?***

Once credits are allocated, they are locked into the accounts until they are used or forfeited. They will carry forward one year in the same account before they are forfeited.

***What happens if we can't reach a decision by September 30, 2020 and the decision gets made in November. How might that affect the January 1, 2021 start date for the spending accounts?***

Depending on how close we are to the implementation date, the impact could be that the credits are not available for employees to use until some time after January 1, 2021.

***We don't have HSA through AMSC. Can we get just the PSA?***

You are able to implement just the PSA or HSA, you do not have to proceed with both.

### Making changes to the account

***Changes can't be made mid-year, but can an employee opt to change the percentage allocated to HSA & PSA at the beginning of the next year?***

Every fall, employees have the opportunity to change their HSA & PSA allocations for the upcoming benefit year.



310-AUMA | [benefits@auma.ca](mailto:benefits@auma.ca)

**MARWAYNE PUBLIC LIBRARY**

**July 8, 2020**

Call to Order: 1:00 pm

Present: Eileen Hines, Isabel Quist, Sharon Hutchings, Carmen Smart, Norma Omstead, Kirsten Hnatow

Minutes of the last meeting dated November 28, 2019 were not read.

**Treasurer's Report:**

Sharon Hutchings presented the Treasurer's Report. \$2,983.12 was transferred out of the GIC. As of June 30, 2020, \$29,805.00 was in the chequing account. We received half the Alberta Government Grant of \$4,252.00. NLLS sent their grant money in the sum of \$4,459.39. Sharon proposed that we contact the Village of Marwayne to advise that they are negligent in paying monies due to the library per capita per person owed to the library by the village. Sharon was going to contact Cheryle Eikeland and ask her to discuss this matter with the village. Sharon advised that there is still \$485.00 unspent from the funds received from the technology grant. Sharon proposed that we purchase a laptop/air printer to do the finances for the library. Norma Omstead made a motion that we purchase the laptop/air printer. Kirsten Hnatow Seconded. Motion Carried.

Sharon Hutchings discussed the budget and it was decided that our expenditures would be as follows:

Books	\$600.00
DVDs/Audio	200.00
Board Expenses	400.00
Library Supplies	400.00
Events	200.00
Office Supplies	300.00
Insurance	1362.00
NLLS Fees	3121.00
Computer Hardware	500.00

Kirsten Hnatow motioned that the budge be approved as discussed. Carmen Smart Seconded. Motion Carried.

Sharon Hutchings advised that Financial Statements are done. They just need to be delivered to Charity Cooke to be approved.

Kirsten Hnatow motioned that we accept the Treasurer's Report as told. Isabel Quist Seconded. Motion Carried.

**Library Manager's Report:**

Carmen Smart read the Covid-19 Information Guidance for Libraries, the Public Library Pandemic Response, and Checklist for Resuming Public Library Service. All documents were provided by the Government of Alberta. Copies are attached. Procedures were discussed on how to re-open the public library. It was decided that Carmen Smart would purchase large sip lock bags for curb side pick-up. Carmen would also purchase hand sanitizer, Lysol wipes and disposable gloves for the library. Signs relating to Covid 19 procedures will be put on display in the library. New protocols for Covid 19 will be added to the Plan of Service. Carmen suggested that a Quarantine Policy be put in place. Carmen suggested that the library put up plexiglass at the check-out counter to provide further protection against Covid and any other virus. Kirsten Hnatow offered to purchase and have the plexiglass installed.

Next meeting will be scheduled for September 9, 2020 at 4:00 pm.

Eileen Hines motioned that the meeting be adjourned. Sharon Hutchings seconded.

Meeting adjourned. 2:30 pm.

**MINUTES OF THE MEETING OF THE VERMILION RIVER REGIONAL WASTE  
MANAGEMENT SERVICES COMMISSION HELD ON AUGUST 25, 2020, AT THE  
VERMILION TRANSFER SITE**

**PRESENT:**

*Chair:* L. Wolgien  
*Vice-Chair:* R. McDonald  
*Directors:* D. Bergquist; M. Baker; S. Hryciuk; G. Barr; J. Thompson; K. Haney  
*CAO:* S. Schwartz

**ABSENT:**

*Director:* T. Pollard  
The meeting was called to order at 6:01 P.M.

**AGENDA:**

***Additions to Agenda:***

None.

**MOVED** by D. Bergquist that the agenda be adopted as presented.  
*Carried.*

**MINUTES OF THE MEETING OF JUNE 25, 2020:**

**MOVED** by S. Hryciuk that the minutes from the meeting of June 25, 2020, be adopted as presented.  
*Carried.*

**JUNE AND JULY 2020 FINANCIAL REPORTS:**

S. Schwartz presented the financial reports for June and July 2020 and provided explanations as required. The June 2020 report showed a balance of **\$195,987.10** in the operating account. The capital reserve account balance remained unchanged at **\$540,853.01**. The operational reserve account balance remained unchanged at **\$226,417.48**. The closure/post-closure reserve account remained unchanged at **\$109,472.38**. The July 2020 report showed a balance of **\$194,985.82** in the operating account. The capital reserve account balance increased to **\$542,378.75** due to interest payments received. The operational reserve account balance remained unchanged at **\$226,417.48**. The closure/post-closure reserve account remained unchanged at **\$109,472.38**.

**MOVED** by R. McDonald that the June 2020 and July 2020 financial reports be accepted as presented.  
*Carried.*

**JUNE AND JULY 2020 MUNICIPAL REQUISITION REPORT:**

S. Schwartz presented the June and July 2020 requisition report for information.

**JUNE AND JULY 2020 ACCOUNTS FOR APPROVAL:**

S. Schwartz presented the June 2020 and the July 2020 cheques numbered from 5745 to 5777 and the debit memos and credit card charges for June and July 2020, and provided explanations as required.

**MOVED** by G. Barr that the cheques numbered from 5745 to 5777, and the debit memos and credit card charges for June and July 2020 be accepted as presented.  
*Carried.*

Minutes of the Meeting of the VRRWMSC on August 25, 2020

## **VERMILION TRANSFER SITE OUTSTANDING ACCOUNTS:**

S. Schwartz presented the Vermilion Transfer Site outstanding accounts for August 2020 for information.

## **AUGUST 2020 CHIEF ADMINISTRATIVE OFFICER'S REPORT:**

S. Schwartz presented the August 2020 Chief Administrative Officer's report, and provided explanations as required.

**MOVED** by D. Bergquist the August 2020 Chief Administrative Officer's report be accepted as presented.

*Carried.*

## **BUSINESS ARISING FROM THE CHIEF ADMINISTRATIVE OFFICER'S REPORT:**

None.

## **FOR INFORMATION:**

S. Schwartz informed the Board that they each had a copy of the proposed changes to the Municipal Government Act that is the governing legislation for regional service commissions. The letter states that recent amendments to the Municipal Government Act will streamline the legislative framework for regional service commissions.

## **NEW BUSINESS:**

### **1. Discussion Regarding the Alberta Recycling Management Authority Pilot Project for Expanding Electronic Waste Recycling:**

An online meeting was held on Wednesday, August 19, 2020, with a representative from ARMA and members of our board, as well as the Chief Administrative Officer. The pilot project for expanding the electronic waste recycling program was covered in detail. The pilot project is in place for two years, beginning on September 1, 2020. Participation by regional waste authorities and commissions is voluntary, and the project can be stopped at any time during the two year program at the authority's or commission's discretion. It will include small household and personal appliances, household audio-visual items, cell phones and other telecom devices, small power and air tools, and electronic games, toys and music. Large industrial items and large domestic items such as table saws and quads are excluded.

We were informed that ARMA will take care of the advertising for the program and will provide signage for the commissions and authors that are taking part. Commissions and authorities will receive \$155/mT for eligible recycled items in this program. Processors in the province of Alberta are aware of the program and will handle the materials. There are some issues that are of concern — mainly the extreme fire hazard of damaged lithium-ion batteries. The Commission realizes that there will be issues to be addressed as the program proceeds. The Commission agreed that the program should be implemented at one site only and assessed after six months.

**MOVED** by G. Barr that the Vermilion River Regional Waste Management Services Commission commit to signing on for the expanded electronic waste recycling program at our Vermilion transfer site.

*Carried. (by majority)*

### **2. Master Transfer Agreement of Beaver Municipal Solutions Hauling and Landfilling Contracts:**

Beaver Municipal Solutions (which is a Waste Commission). Is entering into a limited partnership with Claystone Waste Ltd. to begin on September 1, 2020. BMS will be

*Minutes of the Meeting of the VRRWMS on August 25, 2020*

transferring all of its rights and obligations for hauling and landfilling to Claystone Waste Ltd. Our contract with Beaver Municipal Solutions was signed and agreed upon on May 21, 2002, and it is valid for thirty years from that date. BMS is requesting that approvals be signed by all authorities and commissions acknowledging their receipt of the letter and their agreement to the transfer. The letter assures us that the new entity will be liable and responsible for all clauses in the original agreement with BMS.

**MOVED** by J. Thompson that the acknowledgement and consent form be signed and returned to Beaver Municipal Solutions.

*Carried.*

**3. TOWN OF VERMILION LETTER DATED AUGUST 3, 2020, REGARDING ORGANIC WASTE:**

There was some confusion in the wording of the letter as to what the Town of Vermilion was requesting from the Commission. The councillors from Vermilion are to get more clarification and bring it back to the next meeting. The letter was received as information until we receive further clarification.

**OLD BUSINESS:**

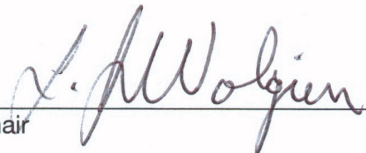
**1. Work-Alone Policy:**

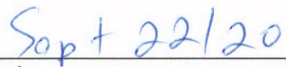
S. Schwartz informed the Board that the call-in/call-out policy for our staff with the East Central 911 Call Centre has been implemented and is running smoothly.

The next meeting will be held on Tuesday, September 22, 2020, at 6:00 P.M. at the Vermilion transfer site.

The meeting adjourned at 7:24 P.M.

**These minutes have been adopted in their entirety at the September 22, 2020, meeting.**

  
Chair

  
Date



**Vermilion River Regional Alliance  
General Meeting  
Thursday, September 17, 2020 at 5:30 pm  
Zoom**

**Present**

Cheryle Eikeland, Village of Marwayne, Chair	Mary Arnold, Village of Paradise Valley
Robert Pulyk, Town of Vermilion	Jill McLuckie, Village of Mannville
Caroline McAuley, Town of Vermilion	Daryl Frank, Village of Kitscoty
George Rogers, Town of Vermilion	Cameron Stevenson, Village of Dewberry
Recording Secretary Andrea Wilkinson	

**Regrets:** Dennis Roth - Village of Kitscoty, Alice Stewart - Lakeland College, Chris Neureuter - Village of Marwayne

**1. INTRODUCTIONS**

Cheryle Eikeland called the meeting to order at 5:38 p.m.

**2. ADOPTION OF AGENDA**

Moved by Mary Arnold THAT the Agenda for September 17, 2020 Vermilion River Regional Alliance meeting be approved as presented. **CARRIED**

**3. ADOPTION OF MINUTES**

**3.1. Minutes of May 13, 2020**

Moved by Daryl Frank THAT the Minutes from the May 13, 2020 Vermilion River Regional Alliance Committee Meeting be approved as presented. **CARRIED**

**4. FINANCE UPDATE**

**4.1. Statement of Financial Activities as at August 31, 2020**

Moved by Cameron Stevenson THAT the financial activities from August 31, 2020 be approved as presented. **CARRIED**

**5. OLD BUSINESS**

**5.1. Food Bank**

Jill McLuckie – update and observations on Food Bank

- Haven't seen an increase in Food Bank usage as of yet.
- Cheryle to contact Derek Collins in regards to helping with increasing volunteers and to direct local residents in need of services.



- Clarity on how they operate and to direct people to their services.
- Donations have been down for the last year.
- Fuel Good Day Fundraiser at Co-op gas bar - 5 cents of every litre of gas goes to the Food Bank.
- Concern around the reduction in volunteers. Limit to number of people that can come in at a time. Poses a problem with how many people can come, for packaging, stocking and assisting people.
- In terms of volume, there is still room to grow. If a huge surge in usage happens, we can handle higher volumes. If we hear from Alberta Food Bank that there is an increase in usage, then will prepare for that trickle down to Towns and Villages.

## 5.2. COVID Business Continuity/Recovery

### Updates on Communities:

Jill McLuckie, Village of Mannville - couple of food trucks have come into town and has impacted some businesses such as the restaurant

Mary Arnold, Village of Paradise Valley – the village hasn't really noticed much of a difference

Daryl Frank, Village of Kitscoty - hotel making money from the bar and VLTs; restaurant is not doing dine-in patrons; only take out; everybody else seems to be normal

Cameron Stevenson, Village of Dewberry – pretty status quo; waiting to hear about the arena opening and hockey starting at the end of October; businesses doing pretty normal

Caroline McAuley, Town of Vermilion – largely the business sector has opened back up; industrial is open; tank manufacturer is down in volume so he has had to lay off staff; still opening new businesses such as Booster Juice, Upper Level Pottery and Art Gallery, three new businesses in the Mall, McDonald's is delayed until next spring; the construction of the G3 has kept hotel industry busy in town; the Lodge is loosening restrictions; College is open; some COVID concerns over students coming into town from other areas

## 5.3. VRRRA Information Sheet to Councils

- New people coming into Council will be provided some background and information about the VRRRA.
- This information can be something we can put into the packages for the Organizational meeting.

## 6. NEW BUSINESS

### 6.1. Alberta Assessment Model

- Members who attended the Ministry meeting in Vermilion on September 15 gave an overview where Minister Tracy Allard indicated that the scenario "D" as proposed by CAPP (Canadian Association of Petroleum Producers) is off the table. This was the scenario that had the largest potential decrease in revenue for municipalities. The Minister gave assurances that she would work towards a win-win scenario as much as possible.

### 6.2. New Minister of Municipal Affairs

- Minister Tracy Allard responded to question whether amalgamations were likely under her tenure to which she responded that one size doesn't fit all and any discussions should be local
- Dewberry undergoing viability assessment.
- Public Meeting in Dewberry; viability study is Oct 22, vote is Nov 3 & 4

## 7. ROUND TABLE

Caroline McAuley, Town of Vermilion

- Will keep you updated about deliberations between County and Town of Vermilion in regards to the ICF.
- Town of Vermilion on list of 35 communities for more continuing care spaces through the ASLI (Affordable Supportive Living Initiative); hopeful for the Senior Level 4 funding; been submitted and waiting to hear back about it.
- Vermilion and District Housing Foundation will take on the management of the Manors in Wainwright through Alberta Senior's Housing
- Cheryle Eikeland expressed congrats to Town of Vermilion on getting AUMA award.

Rob Pulyk, Town of Vermilion

- Brief overview on the progression of the Town of Vermilion's Broadband pilot project and its' various challenges and future opportunities for growth of the service.

## 8. ADDITIONAL ITEMS

- Chair will invite Garth Rowswell to attend next meeting.
- VRRRA to create a list of topics to send to chair for discussion with MLA Rowswell.
- One topic to bring forward is the fire training in Vermilion and the concerns around various other fire training structures being built in neighboring communities.

## 9. NEXT MEETING

Next meeting date tentatively looking at early October 2020 (at 7:00pm) dependent on Garth Rowswell's schedule.  
TBD

## 10. ADJOURNMENT

Being all the Agenda matters concluded, the meeting adjourned at approximately 7:14 p.m.



We are forwarding this information to all Partners within the Vermilion River Regional Alliance (VRRRA) so your Council can make an informed decision as to who could best represent your community as the Board Representative for attendance at VRRRA meetings.



*Centennial Park Wetlands, Village of Kitscoty*

The VRRRA was established over 25 years ago to **bring member communities together** to share information, make recommendations and work on initiatives in the following areas:

- Lobby the provincial government on matters of regional concern
- Encourage tourism throughout the region
- Pursue/promote economic development throughout the region
- Facilitate discussion of partnership projects/grants
- Coordinate overlapping or mutually shared services
- Develop a strategic plan for long-term direction for the region
- Partner with other entities to the betterment of the VRRRA membership

**By working together as partners, we broaden the region we all live in.**

Our small hometowns may not be able to compete on as grand a scale as larger jurisdictions, but when we work together with committees such as the VRRRA we are given the opportunity to provide a family with a residence outside the city limits or a small business the opportunity to start-up in our areas which in turn drives additional spending into our region. This overall effect builds a stronger region, assists in giving all of us from the County of Vermilion, the surrounding Towns and Villages, a contributing voice in an otherwise competitive global marketplace.

*Thank you again for your continued interest in working towards rural sustainability as partners.*  
**Cheryl Eikeland**  
 VRRRA Chair | 780-242-3256 | marwaynehotel@cciwired.ca

Initiatives through membership dollars, has offered us the opportunity to leverage money to receive grant dollars. Examples of leveraged grant initiatives we have been able to accomplish over the past years have been:

- 1) A Federal \$300,000 three year School Grant Program to empower and strengthen youth in our communities;
- 2) Alberta Government tourism dollars to produce a Regional Tourism Directory;
- 3) A single source web page for highlighting all the communities prior to some of the municipal web pages;
- 4) A biannual Regional Tourism Calendar of Events; and most recently
- 5) The CARES Grant from the Alberta Government to explore the feasibility of a regional Broadband opportunity to enhance economic development. This project was initially agreed upon by all members of the VRRRA for economic development and growth and in supporting the viability of all our communities by providing better access to Broadband. It also enhanced the potential of small business startups who rely solely on Broadband and could have the potential to enrich the student/learning experience for our residences. These benefits would also be realized by all communities. The completed study was distributed to all committee members for their use should their community decide to proceed with Broadband.

**MINUTES OF THE MEETING OF THE VERMILION RIVER REGIONAL WASTE MANAGEMENT SERVICES COMMISSION HELD ON SEPTEMBER 22, 2020. AT THE VERMILION TRANSFER SITE**

**PRESENT:**

*Chair:* L. Wolgien  
*Vice-Chair:* R. McDonald  
*Directors:* D. Bergquist; S. Hryciuk; T. Pollard; M. Baker; G. Barr;  
J. Thompson  
*CAO:* S. Schwartz  
*Guest:* Derek Young (Director of Infrastructure and Planning Services,  
Town of Vermilion)

**ABSENT:**

*Director:* K. Haney  
The meeting was called to order 6:01 PM

**AGENDA:**

***Additions to Agenda:***

None:

**MOVED** by S. Hryciuk that the agenda be adopted as presented.  
Carried.

**MINUTES OF THE MEETING OF AUGUST 25, 2020:**

**MOVED** by R. McDonald that the minutes of the meeting of August 25, 2020, be adopted as presented.  
Carried.

**DEREK YOUNG'S PRESENTATION REGARDING ORGANIC AND CONCRETE RECYCLING:**

**a) *Organic Recycling (Composting):***

The Board was informed that 60% of the volume of all household waste collected is organic waste. Currently there are no organic waste recycling facilities in the region. Organic waste from this region is currently being hauled to Stickland Farms Ltd. near Penhold, Alberta. Composting facilities must register with Alberta Environment in order to receive certification. The cost of hauling and tipping all household waste to Claystone Waste Ltd. (formerly Beaver Municipal Solutions), is currently approximately \$65/mT. The estimated cost for running a facility is \$40/mT. Setup for a facility requires aeration and turning.

**b) *Concrete Recycling:***

Currently, the Town of Vermilion manages this program. The Town of Vermilion has quite a bit of material stockpiled. On average the Town of Vermilion receives about 20mT of used cement per year. The material is crushed to a 2.5" size and used as basic stabilization on road projects. The cost for crushing is currently \$9.25/yd. The final product is sold at \$20/mT undelivered. There is a \$10,000 mobilization fee. Raw material must be submitted within a certain size specification, and rebar be cut. The cement must be clean (for example not containing poles or other debris). The Town of Vermilion used D&D Bobcats in Cold Lake for their last crush.

The Board requested that this topic be placed on the October meeting agenda.

D. Young left the meeting at 6:25 P.M.

*Minutes of the Meeting of the VRRWMS on September 22, 2020*

**AUGUST 2020 FINANCIAL REPORT:**

S. Schwartz presented the financial report for August 2020, and provided explanations as required. The August 2020 report showed a balance of **\$208,554.38** in the operating account. The capital reserve account balance increased to **\$542, 615.35**, due to an interest payment received. The operational reserve account increased to **\$228,336.62**, due to interest payments received. The closure/post-closure account remained unchanged at **\$109,472.38**.

**MOVED** by D. Bergquist that the August 2020 financial report be accepted as presented.

*Carried.*

**AUGUST 2020 MUNICIPAL REQUISITION REPORT:**

S. Schwartz presented the August 2020 requisition report for information.

**AUGUST 2020 ACCOUNTS FOR APPROVAL:**

S. Schwartz presented the August cheques numbered from 5778 to 5791, and the debit memos and credit charge charges for August 2020, and provided explanations as required.

**MOVED** by T. Pollard that the cheques numbered from 5778 to 5791, and the debit memos and credit card charges be accepted as presented.

*Carried.*

**SEPTEMBER 2020 VERMILION TRANSFER SITE OUTSTANDING ACCOUNTS:**

S. Schwartz presented the September 2020 Vermilion transfer site outstanding accounts for information, and provided explanations as required. S. Schwartz pointed out that the dispute with Total Oilfield appears to have been resolved, and that account should be brought back to current shortly.

**SEPTEMBER 2020 CHIEF ADMINISTRATIVE OFFICER'S REPORT:**

S. Schwartz presented the September 2020 Chief Administrative Officer's report, and provided explanations as required.

**MOVED** by R. McDonald that the September 2020 Chief Administrative Officer's report be accepted as presented.

*Carried.*

**BUSINESS ARISING FROM THE CHIEF ADMINISTRATIVE OFFICER'S REPORT:**

None.

**NEW BUSINESS:**

None.

**OLD BUSINESS:**

**1. Expanded Electronics Recycling Program:**

S. Schwartz presented a report explaining how the project has been running so far. It began on September 1, 2020, and, to date, we have not requested a pickup. The program has been used, and it was implemented with very few issues. A table has been made and patrons are asked to put their items on the table when they bring them. At end of shift, the staff put the items in the bins, or on the pallet if they are larger items. This enables staff to ensure that only items that are part of the project are placed in the bins. Lawn and garden equipment and anything that is fuel operated are not accepted. It also allows for a cursory examination to look for damage that may have reached the lithium-ion battery if the item contains a rechargeable battery. We will continue to monitor the program, and continue to update the Board as the pilot program progresses.

*Minutes of the Meeting of the VRRWMS on September 22, 2020*

The next meeting will be held on Tuesday, October 27, 2020, at the Vermilion transfer site at 6:00 P.M.

The meeting adjourned at 6:50 P.M.

**These minutes have been adopted in their entirety at the October 27, 2020, meeting.**

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date



## CHIEF ADMINISTRATIVE OFFICER REPORT

MEETING DATE: SEPTEMBER 28<sup>TH</sup>, 2020

### ADDRESSING SERVICE NEEDS

- **Seniors Centre Roof Leak**
  - Straight Eavestrough out of Lloydminster came to the Village this past week to provide a quote for services to repair the eavestrough on the Seniors Centre roof
  - As a result of the damages not being covered by insurance, the Village will be required to assume the costs of the repairs
  - The quote for the work has not yet been received but will be brought forward for Council approval upon receipt
- **ATCO power line reroute**
  - There are some ATCO power lines that are obstructing a portion of the walking trail currently under construction
  - Administration has contacted ATCO to have these lines re-routed to ensure everyone's safety
  - The project is being scheduled accordingly

### SAFE, CARING & ACTIVE COMMUNITY

- **Speeding Concerns**
  - Administration has received multiple concerns regarding speed on Railway Ave/1<sup>st</sup> Street North
  - Being that we do not have the authority to enforce speed limits in the Village, we have contacted the RCMP to advise them of the complaints in hopes that some additional patrolling may be conducted accordingly

### PURSUING OPERATIONAL & ORGANIZATIONAL EXCELLENCE

- **2019 Audit**
  - The audit has been finalized and all documents have been signed and mailed back to Leckie and Associates
  - Administration continues to work with the staff at Central Square to finalize specific reports required for this [2020] years' audit
- **House for Sale on old URE land**
  - House has been advertised in the Meridian Source for more exposure in the October 1<sup>st</sup> edition
  - If the home does not sell, Council should consider options to have it demolished
  - Administration is in the process of obtaining quotes for demolition should the need arise

## PLANNING FOR GROWTH & CHANGE

- **Removal of communications tower**
  - Administration contacted the County of Vermilion River in order to have the communications tower adjacent to the fire hall removed
  - The removal of the tower will allow the Village to have a potential addition constructed onto the hall to house one of the Village's fire trucks
  - Tar Row Construction is in the midst of preparing a quote for the construction of the addition which should be submitted to the office by later this week/early next week
  
- **Walking Trail Phase 2**
  - Administration is currently in the process of drafting a request for quotations for Phase 2 of the Walking Trail Project for Council's consideration
  - The request for quotation will be inclusive of the roadway adjacent to the park to allow for through traffic and parking
  - Phase 1 of the Walking Trail project is coming along nicely!

## ATTACHMENTS

- 1) Chief Administrative Officer Action List





Village of Marwayne  
 Box 113, 210 2nd Ave S  
 Marwayne, AB T0B 2X0  
 780-847-3962 P  
 780-847-3324 F  
 marwayne@mcsnet.ca  
 marwayne.ca

## CHIEF ADMINISTRATIVE OFFICER ACTION LIST

Item	Description	Resolution #	Staff Responsible	Status	Notes
<b>Planning for Growth and Change</b>					
Assessment Review Board	Estimated costs for the required documents and contributions from each community will be brought back to each council for ratification before proceeding towards engagement of a Law firm.	2018-11-2V: Be it resolved the Council of the Village of Marwayne agrees in principle to participate in the establishment of a Regional Subdivision and Development Appeal Board, and a Regional Assessment Review Board for the Vermilion River Regional Alliance municipalities.	Doug Rodwell (City of Lloydminster) to hire RMRF legal. Legal – Estimates maximum \$10,000 cost shared at 50% costs x \$0.72/per capita. Sharon Williams – Kitscoty Project coordinator	In progress	Council reviewed 6/10/19, no feedback. Waiting on other municipalities now. Jordan tried pushing the project along again on July 22nd, Aug 21st, Oct 16th. Email sent on January 15, 2020 to all neighboring CAO's to get a status update on the development of the agreements. Municipal Affairs has advise we may get an extension, but that they would like copies of the agreements as soon as possible. Spoke to Sharon from Village of Kitscoty on January 15 and she has advised that draft agreements will be circulated by the end of the week. Submitted our request for an extension to Jeff Nixon on January 15, 2020. Extension has been approved to May 20, 2020 and meeting has been scheduled for February 4th, 2020 in Kitscoty with subsequent meeting to be held on March 3rd in Lloydminster. CAOs to bring to Council and reconvene on March 20th with outcomes. Meeting delayed due to COVID-19. Further extension granted to December 2020.
Marwayne Sustainability Plan Version 3	Version 2.0 completed in July 2013 in partnership with the AG society (CDO position).		Council / CAO / V3	Deferred to 2021	Due for revision in 2019-2020. Included in CAO report for January 20, 2020 for Council direction. Defer to 2021 in order to focus on MDP, ICF and IDP.

Residential Development	Some lots on Center Street are 25ft. Actively trying to sell serviced residential lots.	2017-11-24-V	Karen Lapointe Remax Agent 780-205-1800. karenlapointe@remax.net . Merlynn @ land titles 780-643-1392		In September 2019, renewed agreement with Remax for listing residential properties for development. Multiple downtown lots on one title and registered prior to 1950. Village must separate the lots. Plan cancellation bylaw must be passed for each plan and then registered at land titles. Called Karen multiple times - voicemail is full - waiting on call back to renew contract as it expired on August 14, 2020.
2020 Economic Development Committee Project	October 28, 2019 was the last EDC Meeting		CAO	In progress	Need design quotes and AB transportation rules for roadside signage. Schedule meeting in early 2020 - looking at June due to ongoing pandemic. Finalizing compilation of responses to schedule meeting date/time. Meeting on June 22, 2020. Following the meeting, CAO is tasked with getting quotes, circulating survey, etc. for completion by the fall. Provided follow up email to EDC committee meetings in regards to signage pricing. Waiting on feedback to schedule subsequent meeting.
Ure/Industrial Land	Purchased in 2019, need to move forward with a plan for it. Can use IDP ACP grant funds to hire CVR planning to create a multi-lot scoped ASP. Bob at AB Hub might have ideas to move forward and would attend a council meeting.		Council/CAO/Public Works for lot clean up	In progress	Need to clean up buildings and have them cleared so that the land is ready for development. Can begin to carry out in the spring when access is simpler. Look at the implications of subdividing the land for potential commercial buyers. Quotes for clean up have been obtained to move forward with step 1. Auctioneer on site next week to assess items within outbuildings and quickpick quote obtained for garbage removal. After assessment, quickpick will be dropping off bins on July 14th to get going. Majority of buildings now removed, house has been advertised for sale. Need to find new home for the fire truck.
<b>Item</b>	<b>Description</b>	<b>Resolution #</b>	<b>Staff Responsible</b>	<b>Status</b>	<b>Notes</b>
<b>Addressing Service Needs</b>					

Westview Park	Playground inspection received 11/9/2018 with 15 non compliance issues identified.	15-Aug-16	Keri Debnam – Volunteer Keri.debnam@hotmail.com. CAO and Foreman	In progress - almost complete	Completed the CVR grant claim on October 8, 2019. Jordan received report 11/14, signage and parts ordered. Last item required is more sand for the playground - CAO obtained quote from Feldspar in Lloydminster and will order the required 150 yards as soon as the weather gets nicer to ensure we meet all of the requirements identified in the report. Sand is ordered and will be delivered mid July. Sand has been placed and we are awaiting the final inspection report which will outline any remaining items required or if all conditions have been satisfied.
Raw Water Wells	Marwayne connected to ACE in February 2019. Kitscoty is taking the lead on decommissioning because they were connected 4 months before Marwayne. Regional utility operator Carry Grant uncertain of expenses, Keeping the power lines connected to the wells is at the expense of approximately \$200/month.	Discussed on January 6, 2020 with Council. Given the go ahead to proceed.	CAO/Utility Operator Carry Grant/Kathryn Stacey – AEP - Supplied forms to cancel the wells	In progress - almost complete	If a farmer wants the wells, license gets cancelled and they have to submit new application. Offered to CVR in August 2019 but received response in December 2019 that they are not interested in the wells at this time. Decommissioning is the next step. CAO contacted Sharon at the Village of Kitscoty for pricing on filling in the wells - they used McAllister Drilling and their costs were approximately \$11 000. They also utilized their own staff to assist in the project to save on additional costs as much as possible. Discussed the next steps at the January 14th staff meeting - CAO to contact McAllister for a quote and proceed with decommissioning/sale of wells. Quote has been obtained, currently waiting on minor ball and landowner as to whether or not they are interested in purchasing the wells prior to moving forward with the project in the spring. Farmer and Minor Ball want the wells, only need to decommission one. Atco project scheduled to begin to remove power at the sites. Agreement being drafted by Wheat Kenyon LLP. McAllister Drilling will perform demolition. Wells have been decommissioned and legal agreements have been drafted to transfer ownership. Meeting with Wheat Kenyon Law on October 2nd to finalize and obtain all signatures for processing at land titles.

Minister of Service Alberta

Jordan requested information on what we are doing for broadband in October 31, 2019 letter.

Correspondence brought to November 4 Council Meeting.

Cheryle delegated this to George Rogers at VRRRA on 11/4/2019

In progress

Waiting on George. Broadband moving forward in Vermilion as per VRRRA AGM on January 23, 2020. Cheryle provided study and USB to CAO on January 24, 2020. Waiting on new quote from Vermilion as we were advised the cost would be decreasing. Check budget to see what funds we can set aside moving forward. Will incorporate upon receipt from our assessment at the end of February 2020. CVR and Lloydminster have pulled out of VRRRA. The cost for Marwayne is approximately \$800 000 - waiting on revised quote from Taylor Warwick.

**VILLAGE OF MARWAYNE**

**Monthly Council Revenue Expense Repo  
Expense Report**

For Period Ending 31-Aug-2020



GL5410

Date : Sep 18, 2020

Page : 1

Time : 2:16 pm

	BUDGET	CURRENT	YTD VARIANCE
<b>GENERAL OPERATING FUND</b>			
<b>Operating Revenue</b>			
General Government	(160,373.00)	(95,515.93)	(64,857.07)
Protective Services	(2,000.00)	(3,115.00)	1,115.00
Transportation Services	(1,000.00)	(390.74)	(609.26)
Utility - Water Services	(384,572.00)	(224,975.88)	(159,596.12)
Utility - Wasterwater Services	(81,640.00)	(42,937.89)	(38,702.11)
Environmental Health Services	(78,648.00)	(49,529.26)	(29,118.74)
Community Services	(58,393.00)	(24,608.55)	(33,784.45)
Recreation and Cultural Services	(16,404.00)	0.00	(16,404.00)
<b>Total Operating Revenue</b>	<b>(783,030.00)</b>	<b>(441,073.25)</b>	<b>(341,956.75)</b>
<b>Capital Revenue</b>			
Government Transfer For Capital	(422,425.00)	(172,657.70)	(249,767.30)
Reserve Capital	(30,000.00)	0.00	(30,000.00)
<b>Total Capital Revenue</b>	<b>(452,425.00)</b>	<b>(172,657.70)</b>	<b>(279,767.30)</b>
<b>Operating Expense</b>			
Legislative Services	32,500.00	10,492.90	22,007.10
Administrative Services	205,735.00	143,435.67	62,299.33
Protective Services	36,550.00	12,640.01	23,909.99
Transportation Services	201,656.00	108,321.32	93,334.68
Utility - Water Services	379,176.00	202,088.15	177,087.85
Utility - Wasterwater Services	92,779.00	33,748.64	59,030.36
Environmental Health Services	107,179.00	47,077.27	60,101.73
Community Services	107,235.00	46,356.90	60,878.10
Recreation and Cultural Services	64,517.00	29,804.33	34,712.67
<b>Total Operating Expense</b>	<b>1,227,327.00</b>	<b>633,965.19</b>	<b>593,361.81</b>
<b>Capital Expense</b>			
Utility	0.00	6,691.20	(6,691.20)
Capital Purchase	30,000.00	30,250.00	(250.00)
Additional Cash Requirements	151,951.00	25,845.77	126,105.23
<b>Total Capital Expense</b>	<b>181,951.00</b>	<b>62,786.97</b>	<b>119,164.03</b>
<b>Taxation</b>			
Municipal Taxation	(572,133.00)	(472,647.21)	(99,485.79)
School Taxation In	(125,637.00)	(126,166.00)	529.00
School Taxation Out	125,639.00	59,271.16	66,367.84
Local Improvements In	(23,203.00)	(22,454.60)	(748.40)
Local Improvements Out	23,203.00	4,605.59	18,597.41
<b>Total Taxation</b>	<b>(572,131.00)</b>	<b>(557,391.06)</b>	<b>(14,739.94)</b>
<b>Total GENERAL OPERATING FUND</b>	<b>(398,308.00)</b>	<b>(474,369.85)</b>	<b>76,061.85</b>
<b>Total Surplus (-)/Deficit</b>	<b>(398,308.00)</b>	<b>(474,369.85)</b>	<b>76,061.85</b>

VILLAGE OF MARWAYNE

**Monthly Council Revenue Expense Repo  
Expense Report**

For Period Ending 31-Aug-2020



GL5410

Date : Sep 18, 2020

Page : 2

Time : 2:16 pm

Report Options Accounts : All

Cost Center 1 : All

Cost Center 2 : All

Cost Center 3 : All

Rollup Accounts Selected  
Summarize Cost Centers Selected

Fund Level Selected

Group Level Selected  
Sub Group Level Selected

Group Total Selected  
Sub Group Total Selected

Print Surplus(-)/Deficit Selected

**VILLAGE OF MARWAYNE**  
**Cheque Register-Summary-Bank**



AP5090 Page : 1  
 Date : Sep 25, 2020 Time : 11:52 am

Supplier : 10 To XYLCA  
 Cheque Dt. 25-Sep-2020 To 25-Sep-2020  
 Bank : 01 - ATB To 99 - Penny Clearing

Seq : Cheque No. Status : All  
 Medium : M=Manual C=Computer E=EFT-PA

Cheque #	Cheque Date	Supplier	Supplier Name	Status	Batch	Medium	Amount
3399	25-Sep-2020	10001	Gas Utility CVR	Issued	59	C	179.14
3400	25-Sep-2020	10025	Vermilion River Regional Waste	Issued	59	C	5,740.00
3401	25-Sep-2020	10113	TELUS	Issued	59	C	345.60
3402	25-Sep-2020	10124	Wheat Kenyon LLP Lawyers & Mediators	Issued	59	C	350.00
3403	25-Sep-2020	ACE	ACE	Issued	59	C	15,267.87
3404	25-Sep-2020	AISL	AMSC Insurance Services Ltd	Issued	59	C	1,948.93
3405	25-Sep-2020	ASC3	Alberta Municipal Services Corporation	Issued	59	C	5,492.93
3406	25-Sep-2020	AWWOA	AWWOA	Issued	59	C	60.00
3407	25-Sep-2020	ELEME	Element Materials Technology Canada Inc.	Issued	59	C	118.35
3408	25-Sep-2020	ENVIR	EnviroWay	Issued	59	C	2,018.96
3409	25-Sep-2020	HMS2	Alberta 1171363 Ltd. Hendricks Microtech	Issued	59	C	587.52
3410	25-Sep-2020	KENNS	Kennedy, Shannon	Issued	59	C	40.00
3411	25-Sep-2020	LECAS	Leckie & Associates	Issued	59	C	16,434.08
3412	25-Sep-2020	MCSNE	MCSNet-Lemalu Holdings Ltd.	Issued	59	C	73.40
3413	25-Sep-2020	SPC	Lloydminster & District SPCA	Issued	59	C	105.00
3414	25-Sep-2020	10032	Receiver General For Canada	Issued	60	C	8,412.36
3415	25-Sep-2020	AISL	AMSC Insurance Services Ltd	Issued	60	C	2,060.02

<b>Total Computer Paid :</b>	<b>59,234.16</b>	<b>Total EFT PAP :</b>	<b>0.00</b>	<b>Total Paid :</b>	<b>59,234.16</b>
<b>Total Manually Paid :</b>	<b>0.00</b>	<b>Total EFT File :</b>	<b>0.00</b>		

17 Total No. Of Cheque(s) ...



Healthy Albertans.  
Healthy Communities.  
**Together.**



September 10, 2020

TO: Partners  
FROM: Sean Chilton, Deb Gordon, Kathryn Todd  
SUBJECT: Regional Collaborative Service Delivery changes

Dear Partners:

Alberta Education has released a new funding model for the 2020/21 fiscal year which has redirected Regional Collaborative Service Delivery (RCSD) funding previously allocated to Alberta Health Services (AHS) to individual school authorities with complete flexibility in how the school authorities choose to use the funding.

We recognize this is a change for everyone, including students, families, school districts, partners and AHS, and that the in-school supports currently provided will be different next year.

At the current time, AHS will not be providing school-based supports, unless contracted by the school authority. With this change, AHS is refining pediatric rehabilitation, addiction and mental health and some home care services to children and youth ages 0 to 18. Some areas of the province may experience changes in access while AHS' workforce and services transition.

Albertans are always central to what we do and we appreciate your understanding as we begin to rollout these changes.

Parents or guardians may have questions about pediatric rehabilitation and addiction and mental health services offered through AHS. For more information on these services, please read our Frequently Asked Questions on [ahs.ca/pedrehab](https://ahs.ca/pedrehab) or [ahs.ca/AMH](https://ahs.ca/AMH).

Please share this information with parents in your community. If they have questions about in-school services for the fall, we encourage them to contact their school.

Sincerely,

**Deb Gordon**  
Vice President, Chief  
Operations Officer

**Sean Chilton**  
Vice President, Health  
Professions & Practice and  
Information

**Kathryn Todd**  
Vice President, Provincial  
Clinical Excellence

Addiction & Mental Health  
4911 – 47 Street, Camrose, T4V 1J9  
p: 780-679-1241 f: 679-679-1750  
[email@ahs.ca](mailto:email@ahs.ca) [ahs.ca](https://ahs.ca)





Office of the Assistant Deputy Minister  
Housing Division  
3<sup>rd</sup> Floor, 44 Capital Boulevard  
10044 - 108 Street  
Edmonton, Alberta T5J 5E6  
[www.seniors-housing.alberta.ca](http://www.seniors-housing.alberta.ca)

AR49696

September 11, 2020

Mr. Herb Flieger  
Board Chair  
Lloydminster Region Housing Group  
107A 3752 51 Ave  
Lloydminster AB T9V 3M7

Dear Mr. Flieger:

The Honourable Josephine Pon, Minister of Seniors and Housing, launched the Affordable Housing Review on July 9, 2020, as part of government's commitment to make housing more affordable and accessible. The review will help transform the housing system to better meet the needs of Albertans, while living within our means. To that end, government is looking to increase the capacity of affordable housing operators and simplify administration.

Our current model for delivering affordable housing has successfully provided much-needed housing services to the communities Lloydminster Region Housing Group serves; however, the demands of the housing sector are becoming more challenging. As such, the department is exploring opportunities to increase operational efficiencies for Alberta Social Housing Corporation-owned assets. This may include amalgamating some Housing Management Bodies (HMBs).

Merging housing providers will help build capacity, support effective governance, promote efficiency and accountability, and ensure effective management of the province's housing assets. Ultimately, these changes will result in better service for Albertans in affordable housing and use taxpayer dollars as efficiently as possible.

The Government of Alberta values its partnership with HMBs to provide Albertans with low income access to safe, suitable, and affordable housing. I appreciate the ability of HMBs to respond to the unique housing needs of the communities in which they operate.

It will be important we continue to work closely with HMBs. If your board has already considered possible amalgamation or dissolution, please contact Janet Parsons, Housing Division, Seniors and Housing, at 780-422-8468 (toll-free by first dialing 310-0000) or by email at [janet.parsons@gov.ab.ca](mailto:janet.parsons@gov.ab.ca).

Classification: Protected A

Mr. Herb Flieger  
Page Two

To help minimize disruptions to staff, tenants, and your community, I ask you please advise the department if Lloydminster Region Housing Group plans to recruit to senior leadership positions, particularly a Chief Administrative Officer. Your board should contact the above-noted Housing Advisor prior to posting the position.

Thank you for your continued contribution to affordable housing.

Sincerely,



Shawn Ewasiuk  
Acting Assistant Deputy Minister  
Housing Division

cc: Deanna Stang-Livingston, Chief Administrative Officer  
Lloydminster Region Housing Group