

TOWN OF ECKVILLE-COUNCIL AGENDA

Monday September 26, 2022

Town Office Council Chambers Eckville, AB 6:00 pm
(Councillors may attend via electronic means)

- | | | |
|--|------|--|
| 1. CALL TO ORDER | 1.1 | |
| 2. DELEGATIONS/PUBLIC HEARING | 2.1 | |
| 3. AGENDA | 3.1 | Additional Agenda Items |
| | 3.2 | Adoption of Agenda |
| 4. MINUTES | 4.1 | Regular Council Meeting Minutes – September 12, 2022 pg.1-4 |
| 5. ACTION ITEMS | 5.1 | Queen Elizabeth II Platinum Jubilee Medal – Discussion |
| | 5.2 | RFD - RV Parking Deadline pg.5 |
| 6. BYLAWS, POLICIES | 6.1 | |
| 7. REPORTS | 7.1 | Management Report – Handout |
| | 7.2 | Financial Report-AP Report September 20, 2022 pg. 6 |
| | 7.3 | Animal Control Services – August 2022 pg. 7 |
| | 7.4 | Lacombe County Highlights of Regular Council Meeting Sept 8, 2022 pg.8 |
| 8. COMMITTEE, BOARD REPORTS | 8.1 | |
| 9. CORRESPONDENCE, INFORMATION | 9.1 | Sylvan Lake Provincial Detachment Crime Stats pg. 9-10 |
| 10.SEMINARS, MEETINGS, SPECIAL EVENTS | 10.1 | |
| 11.CLOSED SESSION | 11.1 | Section 17: Disclosure harmful to personal privacy |
| 12.COMMITTEE OF THE WHOLE | 12.1 | Block 12 Facility Use & Operating Agreements
Friendship Club pg. 11
Multi-Purpose Facility (Curling Club) pg.12-15
Lions Campground pg.16-19
Arena Facility pg.20-23
Community Center Facility pg.24-27 |
| 13.ADJOURNMENT | 13.1 | |

TOWN OF ECKVILLE – COUNCIL MINUTES

Monday, Sept 12, 2022

Eckville Town Office, 5023 – 51 Avenue, Eckville, Alberta

1. Call to Order

1.1 Mayor Ebden called the meeting to order at 6:00 p.m.

Present: Mayor Ebden
Deputy Mayor Engen
Councillor Palm-Fraser
Councillor Meyers
Councillor See
Councillor Thoreson

Absent: Councillor Phillips

Staff: CAO, Jack Ramsden
Deputy CAO, Darcy Webb
Recording Secretary Heather Allen

Press: None

Gallery: None

2. Delegations/Public Hearings

2.1 None

3. Agenda

3.1 Additional Agenda Items -

5.6 Bicycle Racks
5.7 Curb Stop by Thrift Shop

3.2 Adoption of Agenda

Res. 188.2022

Moved by Councillor See that the agenda be adopted as presented.
Carried Unanimously.

4. Minutes

4.1 Regular Council Meeting Minutes – August 8, 2022

Res. 189.2022

Moved by Deputy Mayor Engen that the minutes of the Regular Meeting of Council held Monday August 8, 2022, be adopted as presented. **Carried Unanimously.**

5. Action Items

5.1 RFD – Allocation of Lacombe County 2022 Facility Cost Share Agreement

Res. 190.2022

Moved by Deputy Mayor Engen that following allocations be made from the 2022 Lacombe County Facility Cost Sharing Agreement Payment as follows: Eckville Curling Club - \$6,500; Eckville Arena - \$46,000; and Eckville Community Centre \$4,500. **Carried Unanimously**

5.2 RFD – Library Board Appointment.

Res. 191.2022

Moved by Councillor See that Garth Yeomans be reappointed to the Eckville Municipal Library Board with a term extending through to December 31, 2023. **Carried Unanimously**

Res. 192.2022

Moved by Mayor Ebden that Administration contact the Library and ask them to create a board member package, to use to recruit new members. **Carried Unanimously.**

5.3 Eckville and District Historical Society.

Res. 193.2022

Moved by Councillor Palm-Fraser that once the Eckville and District Historical Society take ownership of the Historical Saari House, at 5204 – 50 Street, that the property be given tax exempt status. **Carried Unanimously.**

Res. 194.2022

Moved by Mayor Ebden that once the Eckville and District Historical Society take ownership of the Historical Saari House, at 5204 – 50 Street, that the property be exempt from Town Utilities - water, sewer and garbage charges. **Defeated Unanimously.**

5.4 Atco Gas Franchise Agreement

Res. 195.2022

Moved by Councillor See that the Town maintain the existing franchise fee rate. **Carried Unanimously**

5.5 Organizational Meeting Discussion

Res. 196.2022

Moved by Deputy Mayor that Administration create a schedule for rotating Deputy Mayor and bring it to the Organizational meeting in October.

5.6 Bicycle Racks for Main Street

Res. 197.2022

Moved by Councillor Meyers that Administration research options for bicycle racks and come back to Council at a future meeting. **Carried Unanimously**

5.7 Curb Stop by Thrift Store.

Res. 198.2022 Moved by Councillor Thoreson that Administration have this fixed.
Carried Unanimously

6. Bylaws/Policies 6.1 None

7. Reports 7.1 Management Report – September 12, 2022

Mayor Ebden called for a five minute recess. Time 7:55 pm. The meeting reconvened at 8:00 p.m.

- 7.2 Financial Report – AP Report Aug 11th, 25th & Sept 8th.
- 7.3 Lacombe County Highlights of Reg Council Meeting Aug 25, 2022
- 7.4 LRWSC Meeting August 24, 2022 Financial Report – AP reports July
- 7.5 21st Lacombe County – CPO Services Quarterly Report
- 7.6 Sylvan Lake Provincial Detachment CSI Report

Res. 199.2022 Moved by Deputy Mayor Engen the reports be accepted for information. **Carried Unanimously.**

- 8. Committee & Board Reports**
- 8.1 Councillor See reported on the Arena
 - 8.2 Deputy Mayor Engen reported on Curling Club
 - 8.3 Councillor Meyers reported on the Medicine River Crime Watch
 - 8.4 Mayor Ebden reported on the Mayor's & Reeve's meeting

Res. 200.2022 Moved by Councillor See that the Committee and Board Reports be accepted. **Carried Unanimously.**

- 9. Correspondence, Information Items**
- 9.1 RCMP letter
 - 9.2 Alberta Municipalities Association
 - 9.3 LRWSC Administration letter
 - 9.4 Reminder- AUMA Convention Sept 21-23, 2022/

Res. 201.2022 Moved by Councillor Meyers that the Correspondence and Information Items be accepted as information. **Carried Unanimously.**

10. Seminars, Meetings, Special Events 10.1 None

11. Closed Session 11.1 None

12. Committee of the Whole 12.1 None

13. Adjournment

Res. 202.2022

Mayor Ebden adjourned the meeting at 8:35 p.m. **Carried Unanimously.**

Mayor

CAO

UNAPPROVED

**TOWN OF ECKVILLE
Request to Council for Decision**

Meeting:	Town Council
Meeting Date:	September 26, 2022
Originated By:	Jack Ramsden, CAO
Title:	2022 Recreational Vehicle Parking Deadline

BACKGROUND: Town of Eckville Traffic Bylaw 739-17 states, "Recreational vehicles will be allowed to park on the street in front of the registered owner's residence from May 15 to September 15 unless the recreational vehicle poses a traffic or safety hazard. *Council may, by motion of Council, extend this period up to and including October 31.*"

DISCUSSION/ALTERNATIVES: This item did not make the September 12th agenda. Administration canvassed Council for their thoughts the next day, September 13th with responses in favor of extending the deadline. We are now bringing this forward for an official motion.

IMPACT ON BUDGET: N/A

RECOMMENDED ACTION: That the following motion be presented for consideration:

"That Council extend the RV parking deadline up to and including October 31, 2022."

Prepared by: _____

Approved By: _____

22-09-20 10:07:32 AM
2022-09-20

Town Of Eckville
CHEQUEBOOK POSTING JOURNAL
Payables Management

Page: 1
User ID: kristina

Mtg. Date Sept 26/22

Agenda Item 7.2

Audit Trail Code: PMCHQ00000784
* Voided transactions

Chequebook ID	Type	Number	Date	Amount
Paid To/Rcvd From		Description		
ATB - GEN	Cheque	EFT0000000000006	2022-09-20	\$787.50
HHID Consulting Ltd.				
ATB - GEN	Cheque	EFT0000000000007	2022-09-20	\$560.00
Jack Ramsden				
ATB - GEN	Cheque	EFT0000000000008	2022-09-20	\$500.00
Penny Seiling				
Total Transactions:	3			

Mtg. Date Sept 26/22

Agenda Item 7.3

**ANIMAL CONTROL SERVICES o/a 327241 Alberta Ltd
BILLING SUMMARY**

MONTH OF SERVICE August 2022

MUNICIPALITY ECKVILLE

DATE	HOURS	TOTAL	COST	COMPLAINT	RTO	ADOPT	COST
1			0.00				
2			0.00				
3	2-4	2	178.00				
4			0.00				
5			0.00				
6			0.00				
7			0.00				
8	2-4	2	178.00				
9			0.00				
10			0.00				
11	12-2	2	178.00				
12			0.00				
13			0.00				
14			0.00				
15			0.00				
16	2-4	2	178.00				
17			0.00				
18			0.00				
19	2-4	2	178.00				
20			0.00				
21			0.00				
22	3-5	2	178.00				
23			0.00				
24			0.00				
25			0.00				
26			0.00				
27			0.00				
28			0.00				
29			0.00				
30			0.00				
31			0.00				

PATROL COSTS	12	\$1,068.00
IMPOUND FEES		\$0.00
SUBTOTAL		\$1,068.00
GST		\$53.40
TOTAL		\$1,121.40

7



WHERE PEOPLE ARE THE KEY

HIGHLIGHTS OF THE REGULAR COUNCIL MEETING SEPTEMBER 8, 2022

SOUTHWEST BENTLEY AREA STRUCTURE PLAN

The Town of Bentley and Lacombe County have partnered and have successfully received an Alberta Community Partnership (ACP) Grant for the purpose of undertaking a number of studies and plans related to the potential annexation and development of land located within the County, southeast of the Town's existing boundary. The Town and County have begun the technical study and drafting portions of the Southeast Bentley Area Structure Plan (ASP). The objective of this project is to ensure a planning framework is in place to enable development southeast of Bentley when demand for commercial and industrial land arises.

An overview of the plan area and technical reports that have been completed to date and a draft version of the ASP's background information has been prepared by Parkland Community Planning Services (the Town's consultant). A public meeting will be held on October 22, 2022 to obtain feedback for the policy-making stage of the project.

BYLAW NO. 1369/22 – AMENDMENT TO LAND USE BYLAW

Bylaw No. 1369/22, a bylaw of Lacombe County to amend the Lacombe County Land Use Bylaw No. 1237/17 to list a special discretionary use of a "recovery centre" on W½ Pt. SW 16-39-01 W5M, received first reading. A public hearing for Bylaw No. 1369/22 will be held on October 13, 2022.

E-SCOOTER PROJECT – TRANS CANADA TRAIL

The Town of Blackfalds Council recently approved the use of E-Scooters on a two-year exclusive pilot project, similar to the one launched by the City of Lacombe. As a result of that approval, Lacombe County was contacted by Roll Technologies Inc. to consider the use of e-scooters on the Trans-Canada Trail (TCT) as a link for these two communities.

The e-scooter pilot project by Roll Technologies Inc. along the Trans Canada Trail, within Lacombe County, between the City of Lacombe and the Town of Blackfalds received the approval of Council.

ROAD PLANS 6363BM & 872 0827 – ROAD CLOSURE/CONSOLIDATION/SALE

By resolution of Council, the County Manager was directed to proceed with the process to close Road Plans 6363BM & 872 0827. The proposal is to close the Road Plans and sell them to the landowner so the properties can be consolidated with his land on the Pt. NW 16-40-03 W5M. This proposal will be circulated to interested parties for comment, and further, a report on the comments and cancellation request will be presented at the October 13, 2022 Council meeting.

POLICY RC(5) RECOGNITION OF SPECIAL EVENTS

Policy RC(5) states that Lacombe County wishes to recognize historical school houses, community halls and historical churches/sites that are of historical significance to Lacombe County. Upon completion of an application form, Lacombe County will provide either a recognition sign or plaque at a cost not to exceed \$400. Amendments to Policy RC(5) were approved by Council to provide for a change in funding from \$400 to \$1,500 for recognition signs. The grant of \$400 for plaques will remain in place.

Next Regular Council Meeting is
Thursday, September 22, 2022 - 9:00 a.m.

Next Committee of the Whole Meeting is
October 4, 2022 – 9:00 a.m.

Lacombe County Administration Building

****For more details from Lacombe County Council meetings, please refer to the meeting minutes. All meeting minutes are posted on the website (www.lacombecounty.com) after approval.**

Mtg. Date Sept 26/22

Agenda Item 9.1

**Sylvan Lake Provincial Detachment
Crime Statistics (Actual)
Q2: 2018 - 2022**

All categories contain "Attempted" and/or "Completed"

July 7, 2022

CATEGORY	Trend	2018	2019	2020	2021	2022	% Change 2018 - 2022	% Change 2021 - 2022	Avg File +/- per Year
Offences Related to Death		0	0	0	0	0	N/A	N/A	0.0
Robbery		3	2	0	0	0	-100%	N/A	-0.8
Sexual Assaults		0	1	1	1	1	N/A	0%	0.2
Other Sexual Offences		0	0	2	1	0	N/A	-100%	0.1
Assault		12	9	10	6	9	-25%	50%	-0.9
Kidnapping/Hostage/Abduction		0	0	0	0	0	N/A	N/A	0.0
Extortion		0	0	0	0	0	N/A	N/A	0.0
Criminal Harassment		1	2	2	3	1	0%	-67%	0.1
Uttering Threats		5	5	7	4	6	20%	50%	0.1
TOTAL PERSONS		21	19	22	15	17	-19%	13%	-1.2
Break & Enter		25	34	26	10	6	-76%	-40%	-6.2
Theft of Motor Vehicle		17	10	9	6	10	-41%	67%	-1.8
Theft Over \$5,000		3	4	3	5	4	33%	-20%	0.3
Theft Under \$5,000		33	20	27	17	13	-61%	-24%	-4.3
Possn Stn Goods		12	13	10	3	7	-42%	133%	-2.0
Fraud		12	12	11	8	2	-83%	-75%	-2.4
Arson		0	2	0	0	0	N/A	N/A	-0.2
Mischief - Damage To Property		0	0	14	12	15	N/A	25%	4.2
Mischief - Other		14	24	2	3	3	-79%	0%	-4.3
TOTAL PROPERTY		116	119	102	64	60	-48%	-6%	-16.7
Offensive Weapons		1	8	6	0	0	-100%	N/A	-1.0
Disturbing the peace		4	1	1	0	1	-75%	N/A	-0.7
Fail to Comply & Breaches		5	8	13	1	7	40%	600%	-0.3
OTHER CRIMINAL CODE		7	2	2	3	1	-86%	-67%	-1.1
TOTAL OTHER CRIMINAL CODE		17	19	22	4	9	-47%	125%	-3.1
TOTAL CRIMINAL CODE		154	157	146	83	86	-44%	4%	-21.0

**Sylvan Lake Provincial Detachment
Crime Statistics (Actual)
Q2: 2018 - 2022**

All categories contain "Attempted" and/or "Completed"

July 7, 2022

CATEGORY	Trend	2018	2019	2020	2021	2022	% Change 2018 - 2022	% Change 2021 - 2022	Avg File +/- per Year
Drug Enforcement - Production		0	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession		6	4	3	0	1	-83%	N/A	-1.4
Drug Enforcement - Trafficking		2	1	3	0	0	-100%	N/A	-0.5
Drug Enforcement - Other		0	0	0	0	0	N/A	N/A	0.0
Total Drugs		8	5	6	0	1	-88%	N/A	-1.9
Cannabis Enforcement		0	0	0	0	0	N/A	N/A	0.0
Federal - General		0	0	1	0	0	N/A	N/A	0.0
TOTAL FEDERAL		8	5	7	0	1	-88%	N/A	-1.9
Liquor Act		5	0	0	2	1	-80%	-50%	-0.6
Cannabis Act		0	1	0	0	0	N/A	N/A	-0.1
Mental Health Act		14	12	14	18	11	-21%	-39%	0.0
Other Provincial Stats		27	18	35	31	18	-33%	-42%	-0.5
Total Provincial Stats		46	31	49	51	30	-35%	-41%	-1.2
Municipal By-laws Traffic		1	0	3	5	0	-100%	-100%	0.3
Municipal By-laws		10	5	9	7	7	-30%	0%	-0.4
Total Municipal		11	5	12	12	7	-36%	-42%	-0.1
Fatals		0	0	0	0	1	N/A	N/A	0.2
Injury MVC		5	8	2	3	4	-20%	33%	-0.7
Property Damage MVC (Reportable)		33	44	37	28	43	30%	54%	0.4
Property Damage MVC (Non Reportable)		8	9	6	4	4	-50%	0%	-1.3
TOTAL MVC		46	61	45	35	52	13%	49%	-1.4
Roadside Suspension - Alcohol (Prov)		N/A	N/A	N/A	N/A	2	N/A	N/A	N/A
Roadside Suspension - Drugs (Prov)		N/A	N/A	N/A	N/A	0	N/A	N/A	N/A
Total Provincial Traffic		869	799	291	412	138	-84%	-67%	-184.9
Other Traffic		3	0	1	3	0	-100%	-100%	-0.3
Criminal Code Traffic		24	14	16	7	3	-88%	-57%	-4.9

Common Police Activities									
False Alarms		77	19	15	7	9	-88%	29%	-14.8
False/Abandoned 911 Call and 911 Act		19	11	11	13	7	-63%	-46%	-2.2
Suspicious Person/Vehicle/Property		106	107	80	50	28	-74%	-44%	-21.3
Persons Reported Missing		3	3	2	2	0	-100%	-100%	-0.7
Search Warrants		3	0	1	0	2	-33%	N/A	-0.2
Spousal Abuse - Survey Code (Reported)		20	10	35	12	11	-45%	-8%	-1.6
Form 10 (MHA) (Reported)		0	0	2	2	3	N/A	50%	0.8

AN AGREEMENT BETWEEN THE TOWN OF ECKVILLE AND THE ECKVILLE
AND DISTRICT FRIENDSHIP CLUB -----RE OLD BANK BUILDING. Agenda Item 12.1

1. The Town of Eckville, for itself, it's heirs, successors, executors administrators and assigns, (and hereinafter known as "the Town") agrees that the Eckville District and Friendship Club, (hereinafter known as "the Club") will be granted sole use of the old Imperial Bank Building, situated directly east of the Multi Purpose Building on the Eckville Memorial Park Grounds (Block 12). It will be used by the Club for regular meetings and for such other purposes as the Club may require, and rentals of the Building to other organizations will be under the strict control of the Club.
2. The Town agrees to complete the presently unfinished foundation.
3. The Town agrees to connect water, sewer, gas and power to the Building.
4. The Town agrees to provide water and sewer for the Building without any charge.
5. There shall be no taxes levied on the property.
6. The Town will insure the building only.
7. The Club agrees to provide its own insurance on the contents of the Building.
8. The Club agrees to pay bills for gas and power consumed.
9. The Club agrees to undertake the maintenance and upkeep of the Building and will make such renovations and alterations as may be required.
10. The Imperial Bank sign now on the front of the building must be left on the said building.
11. The Club agrees to the request of the Tennis Club for the use of one washroom, provided that the Tennis Club be responsible for the care and maintenance of that wash room, and for providing an outside entrance.
12. It is agreed by both parties that this agreement shall be valid as long as the Club exists and can make use of the Building.

Signed by the said Town of Eckville and the Eckville and District Friendship Club this 2nd day of May 1977.

Eckville and District Friendship Club

Town of Eckville

Anna M. Jobs
President

[Signature]
Mayor

Helen M. Terry
Secretary

[Signature]
Administrator

rice

FACILITY USE LEASE

Multi-Purpose Facility

THIS AGREEMENT made in duplicate this 15 day of January, A.D. 2015,

BETWEEN

The Town of Eckville
Box 578
Eckville, Alberta
TOM OXO
(hereinafter referred to as the "Town")

OF THE FIRST PART

-and-

Eckville Curling Club
Box 196
Eckville, Alberta
TOM OXO
(hereinafter referred to as the "Organization")

OF THE SECOND PART

WHEREAS, the Town and Organization are mutually interested in an adequate program of community recreation and agricultural activities; and

WHEREAS the Town deems it expedient and beneficial that the multi-purpose facility be used for the said purposes; and

WHEREAS the Organization is eligible for and has received capital funding and operations funding for the operation of the multi-purpose facility.

NOW THEREFORE this Agreement states:

THAT in consideration of the observance and performance of the stipulations, covenants and conditions hereinafter reserved and contained on the part of the Organization to be paid, observed and performed, the Town hereby grants unto the Organization all the rights only to the said multi-purpose facility for the said purposes only.

THIS AGREEMENT shall continue in effect from year to year, as amended from time to time upon mutual consent of the parties, unless otherwise terminated by the parties at the yearly rental of ONE DOLLAR(\$1.00) receipt of which is hereby acknowledged.

THE ORGANIZATION COVENANTS WITH THE TOWN that during said term:

1. It will use the said facility solely for the purposes herein before mentioned, and will not do or permit to be done at the said facility anything which may be deemed a nuisance or which may be contrary to any Federal or Provincial laws or to any of the bylaws of the Town of Eckville.
2. It will not assign or sublease the said facility or any part thereof without prior written approval of the Town;
3. It will permit the Town, its employees and agents to enter upon the said land at all reasonable times for the purposes of ascertaining that the provisions of this Lease are being faithfully observed;
4. It will keep and maintain the said facilities thereon in a good and substantial state of repair and will at the expiration or other soon determination of this Lease yield up to the Town quiet and peaceable possession of the said land, in a good and substantial state of repair, ordinary wear and tear, damage by fire, lightning, tempest or other unavoidable casualty expected; and it will remove any improvements to be deemed to be and to remain the property of the Organization during the term of the lease;
5. It shall maintain and keep in force insurance for its own contents and public liability insurance with an insurer licensed in the Province of Alberta against claims arising from any accident or occurrence upon, in or about the said demised premises.
6. It will indemnify the Town against all liabilities, costs, fines, suits, claims, demands, and actions and causes of action of any kind for which the Town may become liable by reason of any breach, violation, or non-performance by the Organization of any covenant, term or provision of this Lease, or any injury, death, or damage to property, occasioned to or suffered by any person or any property by reason of any act, neglect or default by the Organization or its servants, employees, agents, sub-Organizations, or licensees or invitees on the premises.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

7. That the facility herein described is to be used for recreational, agricultural, and community purposes.
8. That in case of the breach, non-observance or non-performance of the covenants and agreements herein contained or implied on the part of Organization, then and in either case it shall be lawful for the Town at any time thereafter to re-enter into and upon the said facility or any part thereof in the name of the whole, and the same to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
9. That the Town covenants with the Organization that, upon the Organization performing and observing all the covenants, conditions, and agreements herein contained on the Town's part

to be performed and observed, the Organization may hold and enjoy the said facility during said term without any interruption by the Town or any person lawfully claiming it.

10. This agreement shall commence on the date of signing and will continue until terminated pursuant to Section 11 of this Agreement.
11. This agreement may be terminated:
 - a) upon mutual agreement of both parties, or,
 - b) on December 31st of any year provided that one (1) years' written notice to that effect has been given by one Party to the other Party.
12. This agreement may be amended by mutual consent of both parties.
13. Should the terms and conditions of any amendment to this agreement conflict in part or in total with the terms hereof, then the terms and conditions of the amendment shall control in relation to the specific properties and/or activities identified in the scope of such amendment. In addition, if the terms and conditions of this Agreement or an Amendment to this Agreement conflict in part or in total with provincial laws or other governing statutes, then the provincial law or other governing statutes shall control.
14. If any dispute arises between the Parties with respect to any of the provisions of this Agreement which cannot be resolved by mutual agreement between two (2) elected officials of the Town and two (2) members from the Board of the Organization within fourteen (14) days of receipt of notice of the matter in dispute then such dispute shall be determined by arbitration. Notwithstanding the above, prior to referring a dispute to an Arbitrator, upon mutual consent of the Parties, a Mediator may be used to assist in resolving the dispute. The cost of the Mediator shall be shared equally by the Parties.
15. If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.
16. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by regular mail, or by facsimile. All notices shall be effective upon the date of receipt.

To the Town at:
Town of Eckville
Box 578
Eckville, Alberta
TOM OXO

To the Organization at:
Eckville Curling Club
Box 196
Eckville, Alberta
TOM OXO

17. This Agreement, including amendments contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.
18. That the terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Town and the Organization.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals duly attested by the proper officers in that behalf, the day and year first above written.

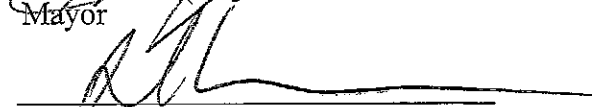
TOWN OF ECKVILLE

Per:



Mayor

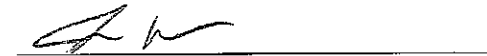
Per:



Administrator

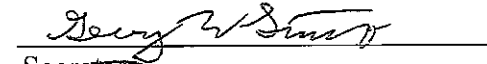
ECKVILLE CURLING CLUB

Per:



Chairperson

Per:



Secretary
VP

FACILITY USE LEASE

LIONS CAMPGROUND

THIS AGREEMENT made in duplicate this 23 day of April, A.D. 2010,

BETWEEN

The Town of Eckville
Box 578
Eckville, Alberta
TOM OXO
(hereinafter referred to as the "Town")

OF THE FIRST PART

-and-

Eckville Lions Club
Box 235
Eckville, Alberta
TOM OXO
(hereinafter referred to as the "Organization")

OF THE SECOND PART

WHEREAS, the Town and Organization are mutually interested in the maintenance and operation of the Lions Campground to provide an area for seasonal accommodation of recreational vehicles and camping activities; and

WHEREAS the Town deems it expedient and beneficial that the Lions campground be used for the said purposes; and

NOW THEREFORE this Agreement states:

THAT in consideration of the observance and performance of the stipulations, covenants and conditions hereinafter reserved and contained on the part of the Organization to be paid, observed and performed, the Town hereby grants unto the Organization all the rights only to the said Lions campground for the said purposes only.

THIS AGREEMENT shall continue in effect from year to year, as amended from time to time upon mutual consent of the parties, unless otherwise terminated by the parties at the yearly rental of ONE DOLLAR (\$1.00) receipt of which is hereby acknowledged.

THE ORGANIZATION COVENANTS WITH THE TOWN that during said term:

1. It will use the said campground solely for the purposes herein before mentioned, and will not do or permit to be done at the said campground anything which may be deemed a nuisance or

which may be contrary to any Federal or Provincial laws or to any of the bylaws of the Town of Eckville.

2. It will not assign or sublease the said campground or any part thereof for any occurrence or rental outside of the scope of its intended utilization as per Section 8 without prior written approval of the Town.
3. It will permit the Town, its employees and agents to enter upon the said land at all reasonable times for the purposes of ascertaining that the provisions of this Lease are being faithfully observed.
4. Subject to the written approval of the Town, the Organization may make improvements to the campground, playground equipment and facilities. Ownership of such playground equipment or enhanced facilities will remain with the Town. It is further agreed that the plans, specifications and standards for the placement of all playground equipment, facilities and improvements upon said premises (whether permanent or temporary), and the type, design and construction thereof, shall be approved in writing by the Town to any installation thereof, which approval shall not be unreasonably withheld. The Town and Organization agree to maintain the campground in good condition.
5. The parties will involve each other in the planning and design development of any new construction or the significant remodel of existing facilities. Upon request, the Chair of the Organization or the Council of the Town may designate a representative of their respective agencies to participate in the project planning process. The purpose of this participation will be to provide input on facilities development, to explore opportunities, and to facilitate permitting of construction projects.
6. It shall maintain and keep in force insurance for its own contents and public liability insurance with an insurer licensed in the Province of Alberta against claims arising from any accident or occurrence upon, in or about the said demised premises.
7. It will indemnify the Town against all liabilities, costs, fines, suits, claims, demands, and actions and causes of action of any kind for which the Town may become liable by reason of any breach, violation, or non-performance by the Organization of any covenant, term or provision of this Lease, or any injury, death, or damage to property, occasioned to or suffered by any person or any property by reason of any act, neglect or default by the Organization or its servants, employees, agents, sub-Organizations, or licensees or invitees on the premises.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

8. That the campground herein described is intended for an area for seasonal accommodation for recreational vehicles and camping activities;
9. That the Town covenants with the Organization that, upon the Organization performing and observing all the covenants, conditions, and agreements herein contained on the Town's part to be performed and observed, the Organization may hold and enjoy the said campground during said term without any interruption by the Town or any person lawfully claiming it.

10. This agreement shall commence on the date of signing and will continue until terminated pursuant to Section 11 of this Agreement.
11. This agreement may be terminated:
 - a) upon mutual agreement of both parties, or,
 - b) on December 31st of any year provided that one (1) years' written notice to that effect has been given by one Party to the other Party.
13. This agreement may be amended by mutual consent of both parties.
14. Should the terms and conditions of any amendment to this agreement conflict in part or in total with the terms hereof, then the terms and conditions of the amendment shall control in relation to the specific properties and/or activities identified in the scope of such amendment. In addition, if the terms and conditions of this Agreement or an Amendment to this Agreement conflict in part or in total with provincial laws or other governing statutes, then the provincial law or other governing statutes shall control.
15. If any dispute arises between the Parties with respect to any of the provisions of this Agreement which cannot be resolved by mutual agreement between two (2) elected officials of the Town and two (2) members from the Board of the Organization within fourteen (14) days of receipt of notice of the matter in dispute, then such dispute shall go before the Council of the Town of Eckville as a whole. Council's decision is final and binding.
16. If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.
17. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by regular mail, or by facsimile. All notices shall be effective upon the date of receipt.

To the Town at:
 Town of Eckville
 Box 578
 Eckville, Alberta
 TOM OXO

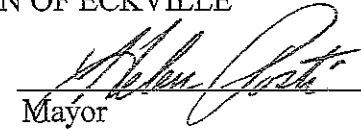
To the Organization at:
 Eckville Lions Club
 Box 235
 Eckville, Alberta
 TOM OXO


18. This Agreement, including amendments, contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

19. That the terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Town and the Organization.

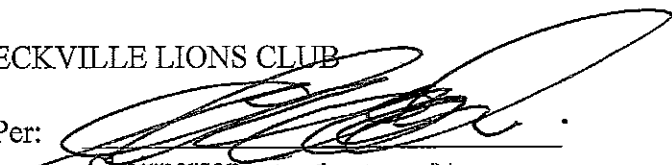
IN WITNESS WHEREOF the parties hereto have affixed their corporate seals duly attested by the proper officers in that behalf, the day and year first above written.

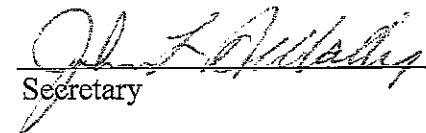
TOWN OF ECKVILLE

Per: 
Mayor

Per: 
Administrator

ECKVILLE LIONS CLUB

Per: 
Chairperson

Per: 
Secretary

FACILITY USE LEASE

ARENA FACILITY

THIS AGREEMENT made in duplicate this 14 day of OCTOBER, A.D. 2021,

BETWEEN

The Town of Eckville
Box 578
Eckville, Alberta
TOM OXO
(hereinafter referred to as the "Town")

OF THE FIRST PART

-and-

Eckville Arena Operating Association
Box 393
Eckville, Alberta
TOM OXO
(hereinafter referred to as the "Association")

OF THE SECOND PART

WHEREAS, the Town and Association are mutually interested in the maintenance and operation of the arena facility to provide adequate programs of community recreation; and

WHEREAS the Town deems it expedient and beneficial that the arena facility be used for the said purposes; and

WHEREAS the Association is eligible for and has received capital funding and operations funding for the operation of the arena facility.

NOW THEREFORE this Agreement states:

THAT in consideration of the observance and performance of the stipulations, covenants and conditions hereinafter reserved and contained on the part of the Association to be paid, observed and performed, the Town hereby grants unto the Association all the rights only to the said arena facility for the said purposes only.

THIS AGREEMENT shall continue in effect from year to year, as amended from time to time upon mutual consent of the parties, unless otherwise terminated by the parties at the yearly rental of ONE DOLLAR (\$1.00) receipt of which is hereby acknowledged.



THE ASSOCIATION COVENANTS WITH THE TOWN that during said term:

1. It will use the said facility solely for the purposes herein before mentioned, and will not do or permit to be done at the said facility anything which may be deemed a nuisance or which may be contrary to any Federal or Provincial laws or to any of the bylaws of the Town of Eckville.
2. It will not assign or sublease the said facility or any part thereof for any occurrence or rental outside of the scope of its intended utilization as per Section 8 without prior written approval of the Town.
3. It will permit the Town, its employees and agents to enter upon the said land at all reasonable times for the purposes of ascertaining that the provisions of this Lease are being faithfully observed.
4. Subject to the written approval of the Town, the Association may make improvements to the equipment and facility. Ownership of such equipment or enhanced facilities will remain with the Town. It is further agreed that the plans, specifications and standards for the placement of all equipment, facilities and improvements upon said premises (whether permanent or temporary), and the type, design and construction thereof, shall be approved in writing by the Town to any installation thereof, which approval shall not be unreasonably withheld. The Town and Association agree to maintain the facility in good condition.
5. The parties will involve each other in the planning and design development of new construction or the significant remodel of existing facilities. Upon request, the Chair of the Association or the Council of the Town may designate a representative of their respective agencies to participate in the project planning process. The purpose of this participation will be to provide input on facilities development, to explore opportunities, and to facilitate permitting of construction projects.
6. It shall maintain and keep in force insurance for its own contents, public liability and directors insurance with an insurer licensed in the Province of Alberta against claims arising from any accident or occurrence upon, in or about the said demised premises.
7. It will indemnify the Town against all liabilities, costs, fines, suits, claims, demands, and actions and causes of action of any kind for which the Town may become liable by reason of any breach, violation, or non-performance by the Association of any covenant, term or provision of this Lease, or any injury, death, or damage to property, occasioned to or suffered by any person or any property by reason of any act, neglect or default by the Association or its servants, employees, agents, sub-Associations, or licensees or invitees on the premises.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

8. That the facility herein described is intended for utilization by and to benefit the citizens of the Town of Eckville and surrounding communities. The primary use of the facility is designated for hockey, figure skating, public skating and rodeos. The Association will also make the facility available for other community activities, programs and functions.



9. The Board of the Eckville Arena Operating Association shall consist of thirteen (13) members. Board membership shall consist of the following:
- One member appointed by Eckville Town Council
 - One member appointed by Lacombe County Council
 - Eight members-at-large made up of a combination of residents of the Town of Eckville and Lacombe County, with a minimum of two members from each municipality and elected at the Association's annual general meeting.
 - Three members-at-large from other communities utilizing the Eckville arena and elected at the Association's annual general meeting
10. That in case of the breach, non-observance or non-performance of the covenants and agreements herein contained or implied on the part of Association, then and in either case it shall be lawful for the Town at any time thereafter to re-enter into and upon the said facility or any part thereof in the name of the whole, and the same to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
11. That the Town covenants with the Association that, upon the Association performing and observing all the covenants, conditions, and agreements herein contained on the Town's part to be performed and observed, the Association may hold and enjoy the said facility during said term without any interruption by the Town or any person lawfully claiming it.
12. This agreement shall commence on the date of signing and will continue until terminated pursuant to Section 13 of this Agreement.
13. This agreement may be terminated:
- a) upon mutual agreement of both parties, or,
 - b) on December 31st of any year provided that one (1) years' written notice to that effect has been given by one Party to the other Party.
13. This agreement may be amended by mutual consent of both parties.
14. Should the terms and conditions of any amendment to this agreement conflict in part or in total with the terms hereof, then the terms and conditions of the amendment shall control in relation to the specific properties and/or activities identified in the scope of such amendment. In addition, if the terms and conditions of this Agreement or an Amendment to this Agreement conflict in part or in total with provincial laws or other governing statutes, then the provincial law or other governing statutes shall control.
15. If any dispute arises between the Parties with respect to any of the provisions of this Agreement which cannot be resolved by mutual agreement between two (2) elected officials of the Town and two (2) members from the Board of the Association within fourteen (14) days of receipt of notice of the matter in dispute, then such dispute shall go before the Council of the Town of Eckville as a whole. Council's decision is final and binding.
16. If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be

severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.

17. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by regular mail, or by facsimile. All notices shall be effective upon the date of receipt.

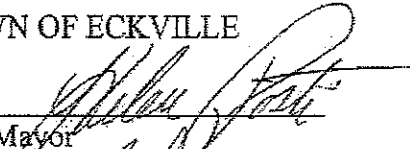
To the Town at:
Town of Eckville
Box 578
Eckville, Alberta
TOM OXO

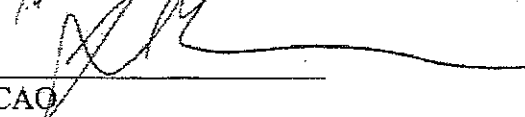
To the Association at:
Eckville Arena Operating Association
Box 393
Eckville, Alberta
TOM OXO

18. This Agreement, including amendments contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.
19. That the terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Town and the Association.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals duly attested by the proper officers in that behalf, the day and year first above written.

TOWN OF ECKVILLE

Per: 
Mayor

Per: 
CAO

ECKVILLE ARENA OPERATING ASSOCIATION

Per: 
Chairperson

Per: 
Secretary

FACILITY USE LEASE

COMMUNITY CENTRE FACILITY

THIS AGREEMENT made in duplicate this 24 day of March, A.D. 2014,

BETWEEN

The Town of Eckville
Box 578
Eckville, Alberta
TOM OXO
(hereinafter referred to as the "Town")

OF THE FIRST PART

-and-

Eckville Community Centre Society
Box 578
Eckville, Alberta
TOM OXO
(hereinafter referred to as the "Organization")

OF THE SECOND PART

WHEREAS, the Town and Organization are mutually interested in the operation and maintenance of a community hall; and

WHEREAS the Town deems it expedient and beneficial that the community centre facility be used for the said purposes; and

WHEREAS the Organization is eligible for and has received capital funding and operations funding for the operation of the community centre facility.

NOW THEREFORE this Agreement states:

THAT in consideration of the observance and performance of the stipulations, covenants and conditions hereinafter reserved and contained on the part of the Organization to be paid, observed and performed, the Town hereby grants unto the Organization all the rights only to the said community centre facility for the said purposes only.

THIS AGREEMENT shall continue in effect from year to year, as amended from time to time upon mutual consent of the parties, unless otherwise terminated by the parties at the yearly rental of ONE DOLLAR(\$1.00) receipt of which is hereby acknowledged.

THE ORGANIZATION COVENANTS WITH THE TOWN that during said term:

1. It will use the said facility solely for the purposes herein before mentioned, and will not do or permit to be done at the said facility anything which may be deemed a nuisance or which may be contrary to any Federal or Provincial laws or to any of the bylaws of the Town of Eckville.
2. It will not assign or sublease the said facility or any part thereof without prior written approval of the Town;
3. It will permit the Town, its employees and agents to enter upon the said land at all reasonable times for the purposes of ascertaining that the provisions of this Lease are being faithfully observed;
4. It will keep and maintain the said facilities thereon in a good and substantial state of repair and will at the expiration or other soon determination of this Lease yield up to the Town quiet and peaceable possession of the said land, in a good and substantial state of repair, ordinary wear and tear, damage by fire, lightning, tempest or other unavoidable casualty expected; and it will remove any improvements to be deemed to be and to remain the property of the Organization during the term of the lease;
5. It shall maintain and keep in force insurance for its own contents and public liability insurance with an insurer licensed in the Province of Alberta against claims arising from any accident or occurrence upon, in or about the said demised premises.
6. It will indemnify the Town against all liabilities, costs, fines, suits, claims, demands, and actions and causes of action of any kind for which the Town may become liable by reason of any breach, violation, or non-performance by the Organization of any covenant, term or provision of this Lease, or any injury, death, or damage to property, occasioned to or suffered by any person or any property by reason of any act, neglect or default by the Organization or its servants, employees, agents, sub-Organizations, or licensees or invitees on the premises.

IT IS EXPRESSLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

7. That the facility herein described is to be used for public and private functions and events and for community purposes.
8. That in case of the breach, non-observance or non-performance of the covenants and agreements herein contained or implied on the part of Organization, then and in either case it shall be lawful for the Town at any time thereafter to re-enter into and upon the said facility or any part thereof in the name of the whole, and the same to have again, repossess and enjoy as of its former estate, anything herein contained to the contrary notwithstanding;
9. That the Town covenants with the Organization that, upon the Organization performing and observing all the covenants, conditions, and agreements herein contained on the Town's part

to be performed and observed, the Organization may hold and enjoy the said facility during said term without any interruption by the Town or any person lawfully claiming it.

10. This agreement shall commence on the date of signing and will continue until terminated pursuant to Section 11 of this Agreement.
11. This agreement may be terminated:
 - a) upon mutual agreement of both parties, or,
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14. If any dispute arises between the Parties with respect to any of the provisions of this Agreement which cannot be resolved by mutual agreement between two (2) elected officials of the Town and two (2) members from the Board of the Organization within fourteen (14) days of receipt of notice of the matter in dispute then such dispute shall be determined by arbitration. Notwithstanding the above, prior to referring a dispute to an Arbitrator, upon mutual consent of the Parties, a Mediator may be used to assist in resolving the dispute. The cost of the Mediator shall be shared equally by the Parties.
15. If any of the terms and conditions as contained in this Agreement are at any time during the continuance of this Agreement held by any Court of competent jurisdiction to be invalid or unenforceable in the manner contemplated herein, then such terms and conditions shall be severed from the rest of the said terms and conditions, and such severance shall not affect the enforceability of the remaining terms and conditions in accordance with the intent of these presents.
16. Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by regular mail, or by facsimile. All notices shall be effective upon the date of receipt.

To the Town at:
Town of Eckville
Box 578
Eckville, Alberta
TOM OXO

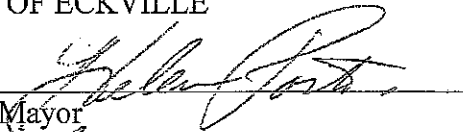
To the Organization at:
Eckville Community Centre Society
Box 578
Eckville, Alberta
TOM OXO

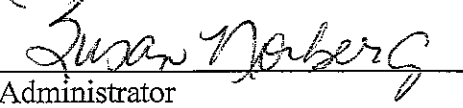
17. This Agreement, including amendments contains the entire Agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request changes in the agreement. Proposed changes which are mutually agreed upon shall be incorporated by written amendment to this agreement.

18. That the terms and conditions contained in this Agreement shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Town and the Organization.

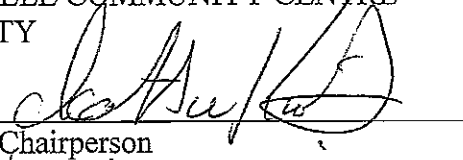
IN WITNESS WHEREOF the parties hereto have affixed their corporate seals duly attested by the proper officers in that behalf, the day and year first above written.

TOWN OF ECKVILLE

Per: 
Mayor

Per: 
Administrator

ECKVILLE COMMUNITY CENTRE
SOCIETY

Per: 
Chairperson

Per: 
Secretary