



**AGENDA
REGULAR MEETING OF THE BARRHEAD TOWN COUNCIL
TUESDAY, MAY 26, 2020 AT 5:30 P.M.
IN THE TOWN OF BARRHEAD COUNCIL CHAMBERS**

Barrhead....a quality community....giving a quality lifestyle

Present

Others Present

Regret

1. Call to Order
2. Consideration of Agenda (Additions - Deletions)
3. Confirmation of Minutes
 - (a) Regular Meeting Minutes – May 12, 2020
4. Public Hearings
 - (a) There are no Public Hearings
5. Delegations
 - (a) There are no Delegations
6. Old Business
 - (a) There is no Old Business
7. New Business
 - (a) Amendment to the Municipal Emergency Management Plan
 - (b) Proposed new lease agreement with the Barrhead Curling Club
8. Reports - The Council Reports
 - (a) There are no Reports

9. Minutes
 - (a) There are no Minutes
10. Bylaw
 - (a) There is no Bylaw
11. Correspondence
 - (a) There is no Correspondence
12. For the Good of Council
13. Tabled Items
14. Closed Session
 - (a) Land – Pursuant to Section 16 of the FOIP Act
15. Adjourn

MINUTES OF THE REGULAR MEETING OF THE BARRHEAD
TOWN COUNCIL HELD TUESDAY, MAY 12, 2020,
IN THE TOWN OF BARRHEAD COUNCIL CHAMBERS

PRESENT Mayor McKenzie, Crs: T. Assaf, D. Kluin, R. Klumph, S. Oswald, L. Penny and D. Smith

Officials: Ed LeBlanc, CAO, Kathy Vickery, Director of Corporate Services and Cheryl Callihoo, Director of Development & Legislative Services

Others: Barry Kerton, Barrhead Leader

ABSENT

CALL TO ORDER

Mayor McKenzie called the meeting to order at 5:30 p.m.

AGENDA

The agenda was reviewed.

151-20

Moved by Cr. Klumph that the agenda be accepted as presented.

CARRIED UNANIMOUSLY

CONFIRMATION OF MINUTES

The Minutes of the Town Council Regular Meeting of April 28, 2020 were reviewed.

152-20

Moved by Cr. Penny that the Minutes of the Town Council Regular Meeting of April 28, 2020 be accepted as presented.

CARRIED UNANIMOUSLY

MONTHLY BANK STATEMENT

The Monthly Bank Statement for the month ended April 30, 2020, was received.

153-20

Moved by Cr. Oswald that Council approve the Monthly Bank Statement for the month ended April 30, 2020, as presented.

CARRIED UNANIMOUSLY

PROPOSED RE-ALLOCATION OF THE 2020 PAVING OVERLAY PROJECTS

The proposed re-allocation of the 2020 paving overlay projects, were reviewed.

CAO, Edward LeBlanc presented and reviewed with Council.

154-20

Moved by Cr. Assaf that Council approves the revision to the 2020 Capital Budget as follows:

That 56 Avenue/55 Street Pavement Overlay be deleted and that 51 Avenue/54 Street Pavement Overlay remain with funding coming from Capital Reserves and that 56 – Avenue/55 Street Asphalt Replacement for \$95,000.00 be added.

CARRIED UNANIMOUSLY

REPORTS TO COUNCIL

The following Reports to Council as of May 12, 2020, was reviewed:

- CAO's Report

155-20

Moved by Cr. Assaf that the following Reports to Council as of May 12, 2020 be accepted as information:

- CAO's Report

CARRIED UNANIMOUSLY

**BYLAW 07-2020,
PROPERTY TAX BYLAW**

Bylaw 07-2020, the Property Tax Bylaw, was reviewed.

156-20 Moved by Cr. Klumph that Council give Bylaw 07-2020, the Property Tax Bylaw, first reading.

CARRIED UNANIMOUSLY

157-20 Moved by Cr. Oswald that Council give Bylaw 07-2020, the Property Tax Bylaw, second reading.

CARRIED UNANIMOUSLY

158-20 Moved by Cr. Assaf that Bylaw 07-2020, the Property Tax Bylaw, be presented for third reading.

CARRIED UNANIMOUSLY

159-20 Moved by Cr. Penny that Council give Bylaw 07-2020, the Property Tax Bylaw, third reading.

CARRIED UNANIMOUSLY

**FOR THE GOOD
OF COUNCIL**

Cr. Penny and Cr. Klumph are impressed with the organization of the Community Spring Clean-up and will be taking advantage of it.

Cr. Penny commended the Parks and Recreation staff on the Cecile Martin Park maintenance.

**CLOSED SESSION – LAND UPDATE
FOIP ACT SECTION 16**

160-20 Moved by Cr. Assaf that Council go in closed session at 5:54 p.m.

CARRIED UNANIMOUSLY

OUT OF CLOSED SESSION

161-20 Moved by Cr. Kluin that Council come out of closed session at 6:30 p.m.

CARRIED UNANIMOUSLY

162-20 Moved by Cr. Assaf that Council approve the Lease Agreement with the Community Garden for the 2020 season.

CARRIED UNANIMOUSLY

ADJOURN

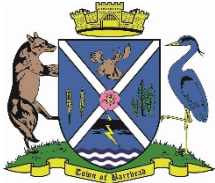
163-20 Moved by Cr. Smith that the Council Meeting be adjourned at 6:31 p.m.

CARRIED UNANIMOUSLY

TOWN OF BARRHEAD

Mayor, David McKenzie

CAO, Edward LeBlanc



Item No. 7(a)

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: May 26, 2020

Re: Amendment to the Municipal Emergency Management Plan

1.0 Purpose:

For Council to amend the Town's Municipal Emergency Management Plan.

2.0 Background and Discussion:

During the March 24, 2020 Council Meeting, Council passed the following resolution:

Moved by Cr. Klumph that Council accept the Town of Barrhead's Municipal Emergency Management Plan with minor changes.

(Resolution No. 107-20)

At the time of presenting the new Plan, Administration advised that the Plan would be considered as a living document which would require amends from time to time.

Administration is now proposing an update to the Emergency Plan by way of replacing the current Pandemic Plan with one that would provide more flexibility for the administration of the actual Plan as well as to reflect some actual steps that are taking place in respect to the current Pandemic. Another amended is to incorporate a notation regarding BARCC in the Plan's Communication section.

For Council's reference and convenience, Administration has attached the revised Pandemic Plan along with the Communication section showing the proposed additions in yellow and any recommended deletions are shown with a strikethrough and in red bold print.

3.0 Alternatives:

- 3.1 For Council to accept the revised Pandemic Plan and Section 2.3 of the Emergency Management Plan, as presented.
- 3.2 Council instructs Administration to provide further information relating to the proposed changes to the Municipal Emergency Management Plan and bring back the information at the next regular Council Meeting.

4.0 Financial Implications:

Not applicable

5.0 Interdepartmental Implications:

Should the Town's Emergency Plan be fully implemented, it would involve all municipal departments.

6.0 Senior Government Implications:

The Town's Emergency Plan, once implemented would involve a few Provincial Departments, namely, Alberta Emergency Management Agency and Alberta Health Services.

7.0 Political/Public Implications:

Limited, but it illustrates that the Town is attempting to keep their Municipal Emergency Management Plan as updated as possible.

8.0 Attachments:

- a) Proposed new Pandemic Plan
- b) Excerpt – Section 2.3 Communication Services

9.0 Recommendations

For Council to accept the revised Pandemic Plan and Section 2.3 of the Emergency Management Plan, as presented.

(Original signed by the CAO)
Edward LeBlanc
CAO

PANDEMIC INFLUENZA PLAN

General

Following the receipt of information of a pandemic ~~Influenza~~ outbreak from Alberta Health Services (AHS) that **could potentially** necessitate the activation of this Pandemic ~~Influenza~~ Annex to the Municipal Emergency Plan, the Emergency Coordination Center (ECC) **may** ~~shall~~ be activated to the degree necessary to support the municipal response, in accordance with the check lists provided.

As required, resource members of the Emergency Management Agency (EMA) ~~will~~ **may** be called upon to establish and maintain a presence at the ECC to coordinate service delivery of their resources.

The degree of ECC and Emergency Management Agency (EMA) activity will be determined by the support required by the AHS response.

The Director of Emergency Management (DEM) will coordinate the municipal response and ensure that other necessary components of the Municipal Emergency Plan are implemented as required to respond to a pandemic. Activities such as making a declaration of a state of emergency and providing Disaster Social Services (DSS), ~~and providing municipal support to Health Care Facilities, Long Term Care Centers, Seniors Homes, and Environmental Health~~ will be carried out as deemed appropriate and already described in the Municipal Emergency Plan.

Pandemic Response Priorities

In the face of a pandemic ~~influenza~~ outbreak, the Town in consultation with AHS **and the POC** ~~will~~ **may** activate the necessary contingency plans and set priorities for:

- a) continuing local government and maintaining administrative support
- b) maintaining public safety services [Fire, Ambulance, Police]
- c) maintaining the integrity of essential public works, municipal services such as water treatment and delivery, waste management, garbage disposal and utilities
- d) working with Alberta Health Services (AHS) [Communications] in information and advice to the public via regular announcements and prepared Information guidelines
- e) closing public buildings where it is deemed to be in the best interests of public safety and minimizing the spread of infection
- f) establishing alternative care facilities, triage centers, morgue facilities, and immunization as requested by AHS to facilitate provision of health services to the public ~~activating a committee of local business persons charged with the task of activating their mutual aid pacts to assist one another in maintaining a level of service to the community, particularly those services involving access to pharmaceuticals, retail food purchases, gasoline and other commerce deemed necessary~~
- g) coordinating and directing of Family and Community Support Services (FCSS) and local Non-Government Organizations (NGO) support to the municipal response
- h) ~~coordinating travel restrictions as mandated provincially or required locally~~

The Municipal Response to Pandemic ~~Influenza~~

Confirmation of Onset of Pandemic In Canada

Alberta Health Services (AHS) ~~will~~ **may** advise the Director of Emergency Management (DEM) of the impending situation and the onset of an ~~Influenza~~ pandemic. The DEM shall review and implement municipal procedures as needed to respond to such an alert. The DEM ~~shall ensure that~~ **may** take the following steps ~~are carried out~~:

STEP 1

- ~~1.~~ The chief elected official and council will be informed ~~immediately~~
2. All Emergency Management Agency (EMA) personnel identified in the Municipal Emergency Plan (MEP) ~~will~~ **may** be advised to report to the Emergency Operations Center (ECC) for a briefing of the situation.
3. The DEM ~~will~~ **may** brief the ECC designates and local authority of the situation as it has been communicated by AHS.
4. The ECC designates ~~will~~ **may** be provided ~~an~~ information ~~video~~ and briefing updates on the nature of Pandemic ~~Influenza~~ and precautions that must be taken by all staff.
5. The DEM ~~will~~ **may** in consultation with AHS provide ~~for review by the EMA, information self-help guidelines~~ on pandemic ~~influenza~~ precautions for ~~schools, workplaces and all essential services~~ **all Town staff**.
6. The DEM, the Local Authority and the Public Information Officer (PIO) ~~will~~ **may** review the process for declaring a "state of local emergency" and notification of the public.
7. The Emergency Public Information Officer (PIO) ~~will~~ **may** establish and maintain communications with ~~the Regional Health Authority~~ **Alberta Health Services (AHS)** until pandemic response operations have been concluded.

STEP 2

1. Emergency Services and municipal services supervisors, administrators, and department heads ~~will~~ **may** be provided ~~self-help guidelines~~ **information** to distribute to their staff and families. They ~~will~~ **may** also be requested to review their list of back-up support staff and additional personnel that may be needed ~~and be prepared to provide an update of their status within 48 hours.~~

STEP 3

1. Key representatives of local service organizations, Family and Community Support Services (FCSS) and local non-government organizations (NGO's) ~~will~~ **may** be briefed on the situation and ~~asked to assist in the distribution of these information packages to the community at large.~~ **advise** current information will be provided and updated regularly on the Town of Barrhead website and social media channels.

2. Administrative staff expected to be handling telephone inquiries will be provided fact sheets containing Information to respond to inquiries from the public. They will be asked to familiarize themselves with the Information.
3. Upon the request of AHS the DEM ~~will~~ may confirm contact information and the availability of pre-designated facilities and arrangements for alternative care facilities, triage areas, secure storage areas and morgue facilities, and arrange for those facilities to be reviewed by AHS. ~~(the best locations in town/or the Community Triage Center and Alternate Care Site would be the Senior's Drop In Center and the Alternate Care Site would be at the Barrhead Arena and the curling rink as a possible morgue.)~~
4. Arrangements for transportation of personnel, equipment and supplies ~~will~~ may be reviewed. A list of suitable vehicles will be confirmed.
5. Security arrangements for potential storage locations for supplies required by the AHS ~~will~~ could be reviewed with the ~~Police~~ RCMP and representative of the EMA.
6. The DEM and AHS may co-ordinate a meeting with the local chamber of commerce to provide additional information ~~will facilitate with the Chamber of Commerce, a meeting of representatives of local essential businesses to discuss possible collective emergency mutual aid arrangements to provide the loan of staff support in the event of a major shortfall in staff, the object being assurance that the forced closure of understaffed businesses will not occur. Arrangements will be made for these businesses to be provided Information~~ on the magnitude and scope of a pandemic and precautions that they must take to protect themselves and their families.

STEP 4

1. Members of the Emergency Management Agency ~~will~~ may be requested to meet at the ECC to report their Pandemic response status. A review of procedures ~~will~~ may be carried out.
2. A representative of AHS via conference call or video conferencing may be present at the ECC for the EMA briefing of the status of the municipal assistance to AHS in its response to the pandemic. ~~from the AHS will be at the ECC for the EMA briefing on the status of the municipality to assist the AHS in its response to Pandemic. If this cannot be managed, then following the briefing by EMA representatives, a formal status report will be faxed to AHS.~~

2 REGIONAL AND MULTI-REGIONAL EPIDEMICS

The AHS ~~shall~~ should inform the municipal DEM that a pandemic is spreading. The Director shall carry out a review of municipal arrangements to assist the AHS response. The DEM shall ensure that the following steps are carried out:

STEP 1

1. The chief elected official and members of council will be advised of the situation Immediately.

2. The ECC ~~will~~ may be formally activated to commence support operation of the AHS - responding municipal EMA and non-government organizations
3. Emergency services managers [Fire, Ambulance, Police], essential services managers and department heads ~~will~~ may be contacted and advised to report to the ECC
4. Administrative staff ~~will~~ may begin a call-out of all other Emergency Management Agency members, key designates of local service organizations and locally based non-government organizations, advising them to report to the ECC.
5. The DEM ~~will~~ may provide a briefing of information received from the **Regional Health Authority Alberta Health Services** and advise all managers and Emergency Management Agency (EMA) members to now be prepared to implement their contingency plans and arrangements to provide for continued services in the face of possible staff shortfalls due to illness.
6. All personnel will be reminded to review the precautions necessary to protect themselves and their families.
7. EMA members will be notified that they ~~will~~ may be called as required to direct municipal operations. Initially, the ECC will be occupied by the PIO who will communicate with AHS communications to facilitate the development of information hand-out material to be printed and/or distributed locally. ~~Public Works/ Recreation Town personal~~ ~~will~~ may arrange access and control of designated facilities to be used by the AHS. Administrative staff and volunteers ~~will~~ may be expected to handle telephone lines/inquiries.
8. As the situation escalates, more EMA members will be called in as needed to coordinate their specific resources.
9. Each EMA and NGO representative ~~will~~ may be advised to make arrangements for continued contact, followed by an active, continued presence/communication with the ECC to coordinate service delivery and to provide status updates to their operations.
10. The chief elected official and council ~~will~~ may review the need to make a "declaration of a state of local emergency". If and when, extraordinary powers will be required to implement the municipal response, a declaration will be made as described in the Municipal Emergency Plan; a copy of the declaration will be faxed/~~emailed~~ to the Provincial Operations Center (POC) 780- 644-7962.

STEP2

1. ~~Public Works/ Recreation~~ Town personal ~~will~~ may implement arrangements to access designated facilities prioritized as alternate care facilities, triage centers, storage facilities and morgue.

2. Security arrangements for designated locations for alternate care, triage, storage, and morgue and other sites ~~will~~ could be discussed with the ~~Police~~ local RCMP detachment.
3. ~~Public Works/Recreation staff will,~~ Town personal ~~under the direction of the DEM, pick the most~~ may identify a suitable location for a Victim Assistance Center (VAC) to provide for service delivery of government departments and NGO's at a time to be announced by the DEM.
4. If deemed required the PIO/~~corporate communications~~ will communicate with the AHS to coordinate if necessary, arrangements for the distribution of self-help Information to the general public.
5. In consultation with AHS the PIO/~~Corporate communications~~ will arrange for the distribution of self-help information in print and electronic format as required ensuring the broadest possible coverage of information to the public.
6. The DEM ~~will~~ may advise all EMA members, representatives of local service organizations and non-government organizations to be prepared to report their status within 72 hours. A suitable place in the community will be arranged for by the Chief Administration Officer.

STEP3

~~1. The Chamber of Commerce will arrange a meeting with representatives of local business to advise them of the steps being taken by the community and any necessary steps which may affect local business. Self help Information will be made available for distribution to all worksites in the community,~~

1. In co-operation with AHS administration staff and volunteers will be briefed on how to communicate Information to the inquiring public. Staff will be provided "fact sheets" with information on the municipal response, telephone contact members, alternate care locations, etc.

STEP4

1. As and if the situation dictates the necessity for such action, the DEM ~~will~~ may, in consultation with AHS, order the closure of certain public buildings in the interests of public safety.
2. As and if the situation dictates the necessity for such action, the DEM ~~will~~ may, in consultation with AHS, order constraint and control of the movement of personnel into and out of the community. The necessary arrangements will be implemented by the RCMP ~~Police~~. If needed, ~~the public works department~~ Town personal will provide barriers and other means of facilitating the control of access to the community.

3. RECOVERY

During the municipal response to pandemic, it is not expected that all residents will become ill at the same time. While some are becoming ill, others will have recovered and may be in need of assistance from a variety of municipal, provincial, federal support systems. These support systems ~~shall~~ **should** be organized to provide service delivery at a centralized location (Victim Assistance Center). This facility shall be activated following consultation and counsel with AHS the EMA and the POC.

1. When deemed appropriate and necessary, a Victim Assistance Center ~~will~~ **may** be established to provide short-term and long-term support to families and individuals who need to access federal, provincial and municipal support programs. Government departments ~~will~~ **may** be provided workspace, communication and security arrangements to facilitate service delivery.
2. Arrangements for health information, social services and mental health counseling ~~will~~ **may** be made to provide this support from the Victim Assistance Center once it has been established.

4. SECOND (OR SUBSEQUENT) WAVE(S)

Following the notification of a Pandemic Second (or subsequent) Wave(s), the DEM ~~shall~~ **may** inform the Mayor and council of the situation and arrange for a call-down of EMA members.

The operational status of the membership ~~shall~~ **may** be reviewed and as required, steps taken during Pandemic Alert and Pandemic Imminent will be followed as required by the escalating situation.

Acronyms:

AHS - Alberta Health Services
DEM - Director of Emergency Management
DSS - Disaster Social Services
ECC - Emergency Coordination Center
EMA - Emergency Management Agency
FCSS - Family and Community Support Services
MEMP - Municipal Emergency Management Plan
NGO - Non-government Organizations
PIO - Public Information Officer
POC - Provincial Operations Center

Good Practices

Tell the reporters where they can safely get pictures/video of the site. If it is safe, show them what is being done to contain the emergency and let them take photos/video of our actions.

Always assume that TV cameras and microphones are on and possibly recording your words, actions, and expressions. Be conscious that this may embarrass you and the Town. Be serious; any attempt at humour will invariably fail with some readers, viewers, or listeners.

Tips for Interviews and Briefings

Any person assigned to speak on behalf of Town of Barrhead must be as well prepared as possible. The following tips will help in this regard:

- Prepare yourself mentally for the interview or briefing.
- Stay relaxed. You are the expert.

Have your media relations' objectives ready. Your media relations objectives should be to provide the following information:

- The actions you are taking to contain the emergency.
- Whether the situation is a danger to the community.
- Information about the emergency.
- Bridge questions to your media relations objectives at every opportunity.
- Try to anticipate questions that may be asked, and prepare answers for them.
- Talk to the real audience. The real audience is the people at home, not the reporter or the camera crew.
- State the most important facts first: Who; What; When; Where; Why; How

2.3 Communication Services:

General

When planning for, and dealing with a municipal emergency, all available means of communication, including messengers, should be considered. The communications plan must identify the telephone locations and numbers in use during an emergency and the radio communications networks, local and regional, which will be activated. Additional resources are identified in the resource section.

Telephone

The telephone is the primary means of communication during municipal emergencies. The Public Information Officer should coordinate the telephone resources required in the plan with the local telephone office. Cellular telephones should not be considered as a primary means of emergency communications.

Radio Communications

A radio communications system is normally the primary means of communication between the scene of the emergency and the Emergency Operations Centre. Ensure a base station or repeater is located in the ECC. Where a municipal two-way radio system is not available, arrangements should be made, wherever possible, for the use of industrial, commercial, General Radio Service (Citizens' Band), or amateur radio facilities.

BARCC Connect (Barrhead and Regional Rural Crime Coalition)

A regional partnership between the Town & County of Barrhead, Woodlands County, RCMP, Barrhead and District Rural Crime Watch Association. The purpose is to take a collaborative approach to making communities safe. BARCC Connect is a communication system to keep you alerted via cell phone, landline or text notification. When registered with BARCC you receive community notices, updates from the RCMP, Emergency Alert messages, travel and highway condition, severe weather conditions for the region etc, etc.



REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: May 26, 2020

Re: Proposed new lease agreement with the Barrhead Curling Club

1.0 Purpose:

For Council to approve the proposed new lease agreement between the Town of Barrhead and the Barrhead Curling Club, as presented.

2.0 Background and Discussion:

In the past, the Town has enjoyed a partnership with the Curling Club as it relates to capital improvements to the building. In 1982, the Town issued a debenture in the amount of \$50,000.00 for the construction of a concrete floor; the loan was totally repaid by the Curling Club with interest. The Club also invested an additional \$20,000.00 of their own funds towards the same project.

It is administration's recollection that a number of years ago, the Club also paid for some major equipment improvements or repairs (ie: new space heaters, new chiller for the concrete floor and re-wiring of an electric motor).

Back in 2014, the Club was successful in their bid to secure \$100,000.00 from the Kraft Canada Challenge with a portion of those funds directed to further improvements to the Curling Rink.

The existing lease agreement was endorsed in 2007 with no end date to it.

The overarching change to the agreement is to allow more direct involvement by the Town in respect to maintenance as well as preventive maintenance. The propose term of the agreement is for 10 years.

In prior years the Curling Club provided funding for some general repairs and maintenance to the facility, the new agreement provides more details to the types of maintenance and repairs and the financial contribution level.

The proposed new agreement has been reviewed by the Club Executives and they were satisfied with it.

3.0 Alternatives:

- 3.1 Council approve the proposed new ten-year lease agreement between the Town of Barrhead and the Barrhead Curling Club, as presented.
- 3.2 Council instructs Administration to revise the proposed lease agreement between the Town of Barrhead and the Barrhead Curling Club, as directed and bring the agreement back to the next regular Council Meeting, as amended.
- 3.3 Council instructs Administration to provide further information relating to the proposed new lease agreement between the Town of Barrhead and the Barrhead Curling Club, and bring back the information at the next Council Meeting.

4.0 Financial Implications:

Limited, as the terms of the new agreement is very similar to the existing one.

5.0 Interdepartmental Implications:

The co-ordination of the proposed new agreement is limited to the Parks and Recreation Department.

6.0 Senior Government Implications:

Not applicable

7.0 Political/Public Implications:

The proposed new agreement provides the Town with more direct involvement in respect to the maintenance of the building.

8.0 Attachments:

- 8.1 Draft new lease agreement with the Barrhead Curling Club

9.0 Recommendations

Council approve the proposed new ten-year lease agreement between the Town of Barrhead and the Barrhead Curling Club, as presented.

(Original signed by the CAO)
Edward LeBlanc
CAO

MEMORANDUM OF AGREEMENT made this day ____ of _____, 2020 A.D.

BETWEEN:

THE TOWN OF BARRHEAD
(Hereinafter referred to as the "Town")

OF THE FIRST PART

- and -

BARRHEAD CURLING CLUB
(hereinafter referred to as the "Curling Club")

OF THE SECOND PART

LEASE AGREEMENT

WHEREAS, the Town is the registered owner of those lands described as:

Part of S.W. 8-59-3-W5M (Tax Roll #72990 – 5611 49th Street)
In the Town of Barrhead, AB.

(hereinafter referred to as the "Leased Premises")

Subject, however, to such mortgages and encumbrances as are notified by memorandum underwritten, and, there is located thereon a building occupying a portion of the lands (hereinafter referred to as the "Leased Premises"); and,

WHEREAS, the Town desires to lease space within the Leased Premises to the Curling Club and the Curling Club desires to lease and does hereby accept this lease of the Leased Premises to be held by it as the Curling Club and subject to the conditions, restrictions and covenants and in consideration of mutual covenants hereinafter set forth, it is agreed:

Definitions:

Curling Club - means the Barrhead Curling Club of Barrhead, Alberta as the tenant.

Town - means the Town of Barrhead as the landlord.

Leased Premises - means the total area that is being leased by the Curling Club within the Premises.

Premises - means the entire building and the land which contains the Leased Premises.

Curling Season – means from October 1st to March 31 of any given year.

1.0 LEASED AREA

The Curling Club shall lease approximately One Thousand Two Hundred Seventy-Two (1,272) square meters located in the Premises, which includes the upstairs lounge and the complete lower level.

2.0 TERM OF LEASE

- a) The term of the lease agreement shall be for Ten (10) curling seasons to commence October 1, 2020 to March 31, 2030. The parties expressly acknowledge and agree that ninety (90) days prior to the expiration of the term of this agreement, the parties shall review the terms contained in this agreement and may, upon mutual Agreement, extend the Agreement for an additional period, the terms, conditions and length of such renewal period shall be decided by way of mutual agreement.
- b) The lease agreement may be amended by mutual consent of the parties; such amendments must be in writing.
- c) This lease agreement may be terminated by either of the parties giving to the other not less than thirty (30) days written notice of the intention to terminate.

3.0 RENT

As an alternate to paying rent to the Town, the Curling Club will pay for all related expenses associated with the operation of the Curling Club. Included but not necessarily limited to: replacement insurance coverage on the contents owned by the Curling Club, and normal regular costs associated along with the following utilities; electrical power, natural gas and ice plant equipment, repair and maintenance, during the curling season of Oct. 1 to March 31 of each year as per Schedule "A." Further Curling Club financial obligations are noted in section 8 (c).

4.0 INSURANCE

The Curling Club shall, at its sole cost and expense, take out and keep in full force and effect, the following insurance:

- a) "all risk" insurance upon property of every kind and description owned by the Curling Club, or for which the Curling Club is legally liable, or installed by or on behalf of the Curling Club and which is located in the Leased Premises , in an amount not less than the full replacement cost thereof. If there is a dispute as to the amount which comprises full replacement cost, the decision of the Town shall be conclusive. This policy shall also contain flood, seepage, and sewer back-up coverage;
- b) comprehensive/commercial general liability insurance with inclusive limits of not less than \$2,000,000 per occurrence;

The Curling Club must ensure that any policy of insurance will obligate the insurer to notify the Town in writing, at least thirty (30) days in advance, of any material change, cancellation or termination of any provision of any policy.

The Curling Club shall submit a detail list of all insured items to the Town annually.

- c) Obtaining the insurance required under Section 4 a) shall in no way limit or restrict the liability of the Curling Club under this Agreement.
- d) The Curling Club indemnifies the Town, its elected officials, officers, employees and agents and saves each harmless from and against any and all claims, actions, damages, liabilities and expenses including lawyer's and other professional fees (on a solicitor and client basis), in connection with loss of life, personal injury, damage to property, and/or any other loss or injury whatsoever arising from or out of the occupancy or use by the Curling Club of the Leased Premises occasioned wholly or in part by any act or omission of the Curling Club, its officers, agents contractors, employees, sub lessees, licensees, concessionaires or by anyone permitted by the Curling Club to be in the Leased Premises.

This Section shall survive the termination of the Agreement. In the event that both the Town and the Curling Club have claims to be indemnified under any insurance, the indemnity shall be applied first to the settlement of the claim of the Town and the balance to the settlement of the claim of the Curling Club.

- e) All policies shall be taken out with insurers and shall be in a form acceptable to the Town acting reasonably. The Curling Club agrees that certificates of insurance acceptable to the Town or if required by the Town, certified copies of each such insurance policy, will be delivered to the Town as soon as practicable after the placing of the required insurance. All policies shall contain an undertaking by the insurers to notify the Town and its mortgagee in writing, of any material change, cancellation or termination of any provision of any policy, not less than thirty (30) days prior to the material change, cancellation or termination thereof.

5.0 USE OF PREMISES

- a) Provided that the Curling Club pays the expenses in lieu of rent, as outlined in section 3.0 and otherwise observes the covenants contained in this lease agreement, the Curling Club shall have the quiet enjoyment of the Leased Premises.
- b) The Curling Club shall use the Leased Premises as it deems necessary to provide a curling program. The Curling Club shall not carry on, or permit to be carried on, in or about the Lease Premises any trade, business, occupation or calling other than a curling program, without written permission for the Town.
- c) The Curling Club agrees that any use of the Leased Premises will comply with all applicable municipal, provincial and federal bylaws, regulations and statutes, including any fire department rules or regulations.
- d) The Curling Club will not bring into the Leased Premises any material, substance, equipment or object which is likely to endanger the life of, or cause bodily injury to any person or property.
- e) The Curling Club shall permit the Town to enter the Leased Premises and access any secured areas of the Leased Premises at reasonable times for the purpose of

maintenance and to ascertain that the provisions of the Lease are being faithfully observed excluding the secured area dedicated for cash and alcohol.

- f) The Curling Club shall permit the Town the use of any and all space within the Leased Premises, as long as it does not conflict with any functions the Curling Club may have for the purpose of meetings and o/or education. The Curling Club will be notified prior to the event to ensure that there is no conflict in booking. The Town shall not be charged any fees for use of the space.
- g) The Town and the Curling Club will meet in April and September of every year to undertake a facility inspection to ensure the Leased Premises is transferred to the other party in an appropriate condition.
- h) The Town will provide the required keys to the Curling Club. In the event that the Curling Club loses keys to the Leased Premises the cost of re-keying the Leased Premises and a 25% administration cost will be charged back to the Curling Club.
- i) No smoking, vaping, marijuana or tobacco use is permitted in the Leased Premises. No illicit drugs are permitted in the Leased Premises.
- j) No portion of any passageway or exit shall be blocked or obstructed in any manner and no exit door shall be locked, blocked or bolted while the Facility is in use. All designated exits shall be maintained in such manner as to be visible at all times.

6.0 ALCOHOL

- a) Alcoholic beverages may be served in the Leased Premises as long as the Curling Club applies for, receives and displays the proper permit(s) as required by law. THE CURLING CLUB USER MUST HAVE A PERMIT TO SERVE ALCOHOL. In addition, the Curling Club must provide to the Town proof of insurance for liquor host liability.

7.0 FOOD SERVICES

- a) *Public Health Act Food Regulation Part 1 Permits and Operation under Permits*, The Curling Club shall ensure that it has the required permits and adhere to and complies with all regulation of the Public Health Act if it wishes to operate a food establishment.
- b) *Public Health Act Food Regulation Part 2 Section 31* describes a food safety training program. The Curling Club shall ensure that at least one individual whether employee or volunteer has the required food safety training, and be present at all events where food is being served.
- c) The Curling Club shall if required allow that a seasonal inspection of the food service areas is completed by Alberta Health Services and to the satisfaction of the Town. A copy of the inspection is to be given to the Town.

8.0 MAINTENANCE

- a) The Curling Club shall be responsible for the general tidiness of the Leased Premise, to the satisfaction of the Town.

- b) The Curling Club, at its own expense, shall maintain and keep the premises and every part thereof in good order and conditions as a careful tenant would do, and promptly make all repairs and replacements that are subject to ordinary wear and tear to the satisfaction of the Town. Without limiting the generality of the foregoing, the Curling Club shall perform all incidental maintenance and repairs, to a maximum of \$6,000.00 per year, as determined by the Town. Incidental maintenance and repairs may include replacement of light bulbs, light fixtures, broken windows, wall moldings, etc, and general tidiness of the inside of the Premises in which the Leased Premises are located and cooperate in the general tidiness of the outside of the Premises. Please refer to Schedule "A".
- c) The Town shall maintain responsibility for capital improvements and major maintenance and repairs notwithstanding the financial contribution of the Curling Club, as noted in section 8 (c), including exterior building maintenance, all bathroom improvements and repairs; hot water tanks; electrical, plumbing and heating and ice plant. Please refer to Schedule "A".
- d) The Curling Club shall provide the Town with keys to all internal doors, for emergency and maintenance purposes excluding the area that is dedicated and only secures cash and alcohol.
- e) The Town shall maintain the exterior grounds of the Leased Premises and Building / Lands.

9.0 ICE PLANT

- a) The Curling Club shall be responsible for the costs involved with the start up of the ice plant and ongoing maintenance i.e. oil, freon, belts, mid-season check.
- b) The Curling Club shall endeavor to ensure that employees or volunteers who operate the ice plant are trained as per the National Ice Technician Education Certification Program Level I at a minimum, and Level II preferred through Curling Alberta within one (1) year of employment.
 - i) The Curling Club will be responsible for the day to day maintenance as agreed to by the Town and one (1) documented daily.
 - ii) Any costs that have been determined to be due to neglect on the part of the Curling Club will be charged to and be the responsibility of the Curling Club.
 - iii) In consultation with the curling club executive the Town will be responsible for all repairs and capital expenses related to the refrigeration system that are deemed not regular maintenance items.

10.0 EMPLOYEES AND VOLUNTEERS

- a) The Curling Club shall be responsible for all employees employed and any volunteers by the Curling Club but not limited to;
 - Hiring and supervision
 - Wages, deductions and benefits

- Workers Compensation
- b) The Curling Club and its employees, volunteers and agents will comply with the Occupational *Health and Safety Act*, including but not necessarily limited to Personal Protective Equipment. The Town will write/draft Standard Operating Procedures.

11.0 SPECTATORS / SECURITY

- a) If the Event draws spectators to the Leased Premises , the Curling Club:
 - i) shall ensure compliance with all applicable fire and building safety codes, and in particular, shall be responsible for observing the applicable occupancy limits as advised by the Town from time to time; and
 - ii) shall be responsible for providing adequate security to ensure the safety of all event attendees and spectators and to prevent any damage to the Leased Premises.
- b) Notwithstanding subsection (a), the Town reserves the right to, in its sole discretion:
 - i) Remove from the Leased Premises anyone, who creates a disturbance or acts in an unsafe manner; and

12.0 DEFAULT OF THE CURLING CLUB

- a) The Curling Club shall fall into default under this lease agreement upon being in arrears of any payment of rent as outlined in Section 3.0 or in the omission or commission of any requirement or prohibition stated in this lease agreement.
- b) If the Curling Club falls into default under any provisions of this lease agreement, at the option of the Town, the term of this lease agreement may immediately become forfeited and void, and in such case it shall be lawful for the Town to enter into possession of the Leased Premises.
- c) If the Curling Club abandons the Leased Premises or is deemed to have abandoned the Leased Premises the Town may enter into possession to protect its interest but such entry shall not in itself be deemed to terminate this lease agreement provided, however, that the Town may re-lease the demised premises or any part thereof either in the name of the Curling Club or otherwise for a term or terms which may, if the Curling Club chooses, be less or greater than the period which otherwise had constituted the balance of the term of this lease agreement and may grant reasonable concessions in connection therewith; and the Curling Club shall also be liable to pay to the Town any damage which that the Town may sustain by reason of the Curling Club's default.

13.0 ALTERATIONS, SIGNS, FIXTURES

- a) Any building modifications of the Leased Premises will require prior written approval from the Town.

- b) No alterations to the premises involving a structural change or addition and at an expense or value of more than ONE THOUSAND DOLLARS (\$1,000.00) shall be done without the written consent of the Town. Such alteration shall be deemed to become a fixture and thereby the property of the Town unless it is expressly agreed upon between the two parties hereof to remain the property of the Curling Club.
- c) The Curling Club shall not mount or cause to be displayed in any manner, signs that are not family friendly to the satisfaction of the Town.

14.0 SUBLETTING

The Leased Premises may not be sub-leased, during the time it is occupied by the Curling Club.

15.0 DAMAGE OR DESTRUCTION OF PREMISES

- a) If the Lease Premises is damaged or destroyed by any cause whatsoever, then:
 - i) If in the sole opinion of the Insurer for the Town that the building cannot be restored to the same conditions it was prior to such damage, within ninety (90) days of the damage, then this lease agreement shall terminate and all rents and payments under this lease agreement shall be abated to the date of such damage; or
 - ii) If within the sole discretion of the Insurer for the Town it is determined that the Premises can be restored to its original use prior to such damage, within ninety (90) days of the date of damage, then this lease agreement shall continue, but rent and payments herein shall be abated for the period it is not actually fit for occupancy by the Curling Club.

16.0 GENERAL

- a) Any notice, request or demand relating to content within this lease agreement shall be addressed to the two parties involved and, by law, shall be sufficiently given if sent by registered mail or e-mail addressed to:

the Town at:

Town of Barrhead
P.O. Box 4189
C/o Town CAO
5014-50 Avenue
Barrhead, Alberta T7N 1A2
Email: town@barrhead.ca

the Curling Club at:

President, Barrhead Curling Club
Box 4466
Barrhead, Alberta T7N 1A3

- b) General communications and correspondences maybe sent by mail or by e-mail.
- c) Time sensitive or urgent communications or correspondence must be expedited by delivery in person to the office or officer listed above or sent by registered mail, correspondences sent in this manner must be marked as "Urgent" and shall be considered delivered to the intended party within one business day.
- d) Marginal headings in this lease agreement are inserted for convenience only and shall not be interpreted to alter or confine or expand the precise wording in any term or covenant herein.
- e) This lease agreement is binding upon the parties hereto, their respective heirs, successors, trustees, and administrators, but is not otherwise assignable except as provided for herein.

IN WITNESS WHEREOF the parties hereto have executed this document as of the day and year first above written.

TOWN

 Town of Barrhead - Mayor
 (seal)

 Town of Barrhead – CAO

TENANT

 President Barrhead Curling Club

 Secretary/Treasurer Barrhead Curling Club

 Witness

_____/_____/2020
 D / M /

 Witness

_____/_____/2020
 D / M /

SCHEDULE "A"

The Barrhead Curling Club shall provide the sole cost of the Curling Club resources to provide curling program including but not limited to:

- Obtain adequate insurance and other related permits.
- Adhere to all requirements of the Occupational Health and Safety Act and all related regulations.
- Adhere to the Town's Health and Safety Program and directives.
- Provide all equipment required to operate a curling program; rocks, ice scraper etc.
- Hire, supervise and be responsible for all aspects of the employer – employee relationship.
- Will respond to all refrigeration plant alarms, and if required make arrangements for a refrigeration contractor to attend.
- Ice plant checks at a minimum of one (1) documented daily during the curling season. Town to provide an equipment check list template for the Curling Club use.
- Installation and removal of the playing ice surface.
- Maintain quality of the playing ice surface.
- Provide all custodial supplies and equipment.
- Ensure the Lease Premises is left in a clean and tidy manner to the satisfaction of the Town after curling nights or bonspiels. Secure liquor, food service area, inventories etc.
- Leave tables and chairs in an orderly and serviceable manner and ensuring the tables are wiped clean.
- Maintain cleanliness of washrooms facilities and lounge to the satisfaction of the Town.
- Clean curling rink windows when required.
- Remove and secure garbage and recyclables.
- Provide telephone line.
- Alcohol permits.
- Food service permits and food service handling certifications.
- Shall undertake all snow removal at the main entrance and emergency exits and ensure all exists are not blocked.

- At all times when the Leased Premises is unoccupied, ensure that the windows and doors are locked and that the Leased Premises are secured against unauthorized entry.
- The Curling Club shall be responsible for costs of after hour's call outs to the Town associated with negligent actions of the Curling Club.
- Notify the Town promptly of damage; required repairs and possible deficiencies.
- Upstairs and downstairs carpets are to be steam cleaned once per year prior to the end of April.
- 6 keys will be assigned to Executive members of the Club only. If there any changes to the Executive, the new members will be forwarded the keys and an update forwarded to the Town of Barrhead.

The Town of Barrhead shall provide:

- Adequate insurance coverage on the building and ice plant.
- Annual inspection of all fire extinguishers and applicable repairs and replacement.
- Annual inspection of the freon alarm.
- The Town to provide the Curling Club with refrigeration plant equipment check list.
- Water, sewer and solid waste collection, at the Town's expense.
- Ensure electrical power and natural gas is provided to the Leases Premises.
- Exterior building and grounds maintenance.
- To clean the downstairs carpets prior to the start of the curling season.
- All washroom improvements electrical, plumbing, heating repairs and maintenance for the curling complex.
- Snow removal parking lot and roof when required.



Item No. 11(a)

REQUEST FOR DECISION

To: Town Council

From: Edward LeBlanc, CAO

cc: File

Date: May 26, 2020

Re: Correspondence Item

Item # 1 Letter from Alberta Municipal Affairs, dated May 19, 2020, regarding the Town of Barrhead's 2020 MSI capital allocation and 2020 MSI operating allocation.

Recommendation:

That Council accept the letter from Alberta Municipal Affairs, dated May 19, 2020, regarding the Town of Barrhead's 2020 MSI capital allocation and 2020 MSI operating allocation, as information.

(Original signed by the CAO)
Edward LeBlanc
CAO



ALBERTA

MUNICIPAL AFFAIRS

*Office of the Minister
MLA, Edmonton-South West*

AR100068

May 19, 2020

His Worship David McKenzie
Mayor
Town of Barrhead
PO Box 4189
Barrhead AB T7N 1A2

Dear Mayor McKenzie,

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

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

For the Town of Barrhead:

- The **2020 MSI capital allocation is \$978,241**. This includes \$703,501 in MSI capital funding and \$274,740 in Basic Municipal Transportation Grant funding.
- The **2020 MSI operating allocation \$148,709**. This includes \$106,638 in Sustainable Investment funding.

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

.../2

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

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

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

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

Yours very truly,



Kaycee Madu, QC
Minister

cc: Edward LeBlanc, Chief Administrative Officer, Town of Barrhead