



# AGENDA

## Committee of the Whole

January 9, 2023 - 5:00 PM

Town Administration Building - Council Chambers

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AGENDA FOR COMMITTEE OF THE WHOLE TO BE HELD ON MONDAY, JANUARY 9, 2023 AT 5:00 PM IN THE COUNCIL CHAMBERS OF THE TOWN ADMINISTRATION BUILDING, 4938 – 50 AVENUE, RIMBEY, ALBERTA.

Page

### 1. CALL TO ORDER REGULAR COUNCIL MEETING & RECORD OF ATTENDANCE

#### 1.1 LAND ACKNOWLEDGEMENT

### 2. AGENDA APPROVAL AND ADDITIONS

### 3. MINUTES

### 4. PUBLIC HEARINGS

### 5. DELEGATIONS

5.1 Delegation: Rimbey Historical Society 3  
[RFD 5.1 Rimbey Historical Society](#)

5.2 Delegation: Rimbey Neighbourhood Place 4  
[RFD 5.2 Rimbey Neighbourhood Place Society](#)

### 6. BYLAWS

### 7. NEW AND UNFINISHED BUSINESS

7.1 Lease Agreements 5 - 29  
[RFD 7.1 Lease Agreements](#)

## **8. OPEN FORUM**

(Bylaw 939/18 - Council Procedural Bylaw Part XXI 1. The open forum shall be for a maximum total of twenty (20) minutes in length to allow members of the public present at the meeting to address Council regarding issues arising from the meeting in progress. No formal decision shall be made on any matter discussed with Council during the open forum session.

## **9. CLOSED SESSION**

## **10. ADJOURNMENT**

Committee of the Whole  
**REQUEST FOR DECISION**



**Meeting:** January 9, 2023  
**Submitted By:** Lori Hillis, CPA, CA, Chief Administrative Officer  
**Subject:** Delegation: Rimbey Historical Society  
**Item For:**  Public Information -or-  Closed Session

**BACKGROUND:**

Bill Hval and Larry Varty requested to attend the Committee of the Whole meeting as a delegate to discuss the Rimbey Historical Society.

**PREPARED BY:** Lori Hillis, CPA, CA, Chief Administrative Officer

January 4, 2023  
**Date**

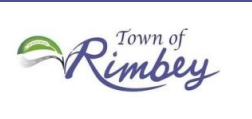
**ENDORSED BY:**

A handwritten signature in blue ink that reads "Lori Hillis".

Lori Hillis, CPA, CA, Chief Administrative Officer

January 4, 2023  
**Date**

Committee of the Whole  
**REQUEST FOR DECISION**



**Meeting:** January 9, 2023  
**Submitted By:** Bonnie Rybak, Executive Assistant  
**Subject:** Delegation: Rimbey Neighbourhood Place  
**Item For:**  Public Information -or-  Closed Session

**BACKGROUND:**

Samantha Sansome has requested to attend the Committee of the Whole as a delegate to discuss the lease and programming for Rimbey Neighbourhood Place Society.

**PREPARED BY:** Bonnie Rybak, Executive Assistant

January 4, 2023  
**Date**

**ENDORSED BY:**

A handwritten signature in blue ink that reads "Lori Hillis".

Lori Hillis, CPA, CA, Chief Administrative Officer

January 4, 2023  
**Date**

Committee of the Whole  
**REQUEST FOR DECISION**



**Meeting:** January 9, 2023  
**Submitted By:** Lori Hillis, CPA, CA, Chief Administrative Officer  
**Subject:** Lease Agreements  
**Item For:**  Public Information -or-  Closed Session

**BACKGROUND:**

At the Council meeting held on November 28, 2022, the following motions were made:

**Motion 267/2022**

Moved by Mayor Pankiw to approve the room rental for \$30 in the month of December to Blindman Valley Lions Club and review the lease agreement at the first Committee of the Whole Meeting, being held on January 9, 2023.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Coston	Absent
Councillor Curle	In Favor
Councillor Rondeel	In Favor

CARRIED

**Motion 268/2022**

Moved by Councillor Curle for Administration to bring all the current lease agreements for the Blindman Youth Association Society building forward to the Committee of the Whole Meeting, being held on January 9, 2023.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Coston	Absent
Councillor Curle	In Favor
Councillor Rondeel	In Favor

CARRIED

**Motion 269/2022**

Moved by Councillor Rondeel for Administration to bring the Neighbourhood Place letter dated September 20, 2022, to the Committee of the Whole Meeting, being held on January 9, 2023.

Mayor Pankiw	In Favor
Councillor Clark	In Favor
Councillor Coston	Absent
Councillor Curle	In Favor
Coston Rondeel	In Favor

CARRIED

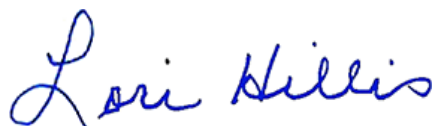
**ATTACHMENTS:**

- [RFD 7.1.1 Rimbey Kinsmen Club Agreement](#)
- [RFD 7.1.2 Motion for Rimbey Kinsmen Club Agreement](#)
- [RFD 7.1.3 Rimbey Lions Club Agreement](#)
- [RFD 7.1.4 Blindman Valley Lions Club Agreement](#)
- [RFD 7.1.5 Rimbey & District Chamber of Commerce Agreement](#)
- [RFD 7.1.6 McMan Central Agreement](#)
- [RFD 7.1.7 Rimbey Neighbourhood Place Society Agreement](#)
- [RFD 7.1.8 Rimbey Neighbourhood Place Society Agreement](#)
- [RFD 7.1.9 Rimbey Neighbourhood Place Society Correspondence](#)

**PREPARED BY:** Lori Hillis, CPA, CA, Chief Administrative Officer

January 3, 2023  
**Date**

**ENDORSED BY:**



Lori Hillis, CPA, CA, Chief Administrative Officer

January 3, 2023  
**Date**

## ***RIMBEY KINSMEN CLUB AGREEMENT***

This agreement made in duplicate this 1<sup>st</sup> day of May 2006 A.D., between:

**The Town of Rimbey**  
(referred to as "the Town" in this agreement)

AND

**The Kinsmen Club of Rimbey**  
(referred to as "the Kinsmen Club" in this agreement)

*WHEREAS* the Town is the owner of the facility known as the Rimbey Community Centre located at 5109 54<sup>th</sup> St. in Rimbey, Alberta;

*AND WHEREAS* the Kinsmen Club desires to lease the Kinsmen Room of the Rimbey Community Centre upon the terms contained in this Agreement;

*NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:*

### **AREAS**

1. The Town gives the Kinsmen Club the right to use the Kinsmen Room for their regular meetings.
2. The Kinsmen Club has the right to access and to use those amenities not within the Kinsmen Room, such amenities being listed on Schedule A.

### **TERM**

3. This Agreement is for an indefinite term, effective June 1<sup>st</sup>, 2006.

### **RENTAL**

4. The Kinsmen Club will have free and unrestricted use of the Kinsmen Room for their regularly scheduled meetings every first and third Wednesday of each month. All other usage by the Kinsmen Club shall be booked at the Recreation Office. The Town will grant the Kinsmen Club free usage of the Kinsmen Room for additional meetings (when available).

### **OCCUPANCY**

5. The Kinsmen Club will operate, occupy, and enjoy the use of the Kinsmen Room in compliance with current and future operational procedures and policies of the Town of Rimbey Recreation Services.

## LIONS CLUB OBLIGATIONS

6. The Kinsmen Club shall:

- a) Refrain from, without Town's prior written consent, assigning the whole or part of this Agreement or any obligation contained herein; the Town may not unreasonably withhold any assignment proposed by the Kinsmen Club.
- b) Observe and fulfil the lawful provisions and requirements of all statutes, order-in-council, bylaws, rules and regulations, municipal or parliamentary, relating to the said premises.
- c) Ensure that the premises will be used for regular meetings and the related business and social activities during the lease period.
- d) Be responsible for the cleanup and general tidiness of the Kinsmen Room, when being used by the Kinsmen Club. The Kinsmen Room will be left in an "as found" condition, with all tables, chairs and equipment put back in their original position.
- e) Promptly notify the Town of any condition, natural or otherwise, that has or may seriously damage the premises or amenities.
- f) Comply with all Provincial, Federal and Municipal legislation and regulations including, without limiting the foregoing, ensuring that the premises and the Kinsmen Club's activities within the amenities are in compliance with the Public Health Act.
- g) Pay any costs or expenses incurred in or make any repairs or replace any parts of the facility damaged or destroyed by the Kinsmen Club or person using or occupying the facility with the express or implied consent of the Kinsmen Club.
- h) Refrain from constructing or permitting to be constructed any structure or other thing that is, in the opinion of the Town, a permanent improvement unless the Town provides approval in writing to the Kinsmen Club. Any such structure or other thing that is erected shall comply with all relevant Municipal, Provincial and Federal legislation.
- i) Indemnify and save harmless the Town against all liabilities, damages, claims or expenses arising out of any act or neglect of the Kinsmen Club or its servants, employees, agents, invitees or licensees in or about the demised premises, or arising out of any breach, violation or non-performance by the Kinsmen Club of any of the provisions of this lease, including liabilities, injuries or damage to the persons or property of the Kinsmen Club's servants, employees, agents, invitees or licensees.



- j) Indemnify and save harmless the Town of and from any and all damages caused to the demised premises resulting from the negligence of the Kinsmen Club or the failure of the Kinsmen Club to properly and adequately supervise the demised premises.

## **TOWN OBLIGATIONS**

7. The Town shall:

- a) Have full access to the Kinsmen Room as required.
- b) Be responsible for all major repairs to the building, and shall maintain the building in its present state of repair, subject always however to the responsibility of the Kinsmen Club to make payment of any damages or repairs necessary as a result of its breach of any of the terms and conditions of this agreement.
- c) Have free and unrestricted use of the Kinsmen Room when not in use by the Kinsmen Club for their regularly scheduled meetings, and/or other pre-booked functions.
- d) Be responsible for the cost of utilities and maintenance in respect of the Kinsmen Room as part of the general operation and maintenance of the Rimbey Community Centre.
- e) Maintain fire and all-peril insurance on the Kinsmen Room.

## **CAPITAL IMPROVEMENTS**

8. Capital improvements made to the premises must be approved by the Town.

## **TERMINATION**

9. The parties have the right to terminate this Agreement upon giving the other thirty (30) days written notice.

## **NOTICE**

10. Notice shall be served by registered mail addressed or personally delivered to:

- a) The Town: Chief Administrative Officer  
Town of Rimbey  
Box 350  
Rimbey, AB  
T0C 2J0

b) The Kinsmen Club: Kinsmen Club of Rimbey  
Box 88  
Rimbey, AB  
T0C 2J0

11. Any notice served pursuant to this Agreement shall be deemed to have been received seven (7) days after mailing or in the case of personal delivery, on the date delivered to the party receiving the notice.

Default of any of the terms by either party will be considered a breach of this contract and will render the contract null and void.

This agreement can be amended upon mutual agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2006 at Rimbey, Alberta.

*IN WITNESS WHEREOF* the parties have hereunto set their hands and seals the day and year first above written.

**THE TOWN OF RIMBEY**

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
*Town Manager*

**KINSMEN CLUB OF RIMBEY**

\_\_\_\_\_  
*President*

\_\_\_\_\_  
*Treasurer*

## **SCHEDULE A**

The Kinsmen Club shall have access to the following amenities of the Rimbey Community Centre:

- Kinsmen Room Storage Room
- Community Centre Main Washrooms

Kinsmen & Lions  
Rental Fees –  
Community Centre

The Kinsmen and Lions group of Rimbey have been making an annual donation for the use of the rooms that were built and furnished by the groups. Discussion on the amount of the donation must take into consideration the fundraising contributions and furnishings that were provided by the Lions and the Kinsmen in the creation of these rooms named after them.

Motion 67/06

Moved by Councillor Huff to empower the Recreation Committee to write a no-charge long-term agreement for the Kinsmen and Lions Club for use of the rooms for their non-profit functions.

CARRIED UNANIMOUS

AUMA Rebalancing  
the Property Tax  
Equation

AUMA wrote a letter requesting municipalities add their voice for the advocated reduction in the education requisition portion of property tax by 20%. This would leave room for municipalities to address the growth and service delivery challenges that are being faced.

Motion 68/06

Moved by Councillor Karroll to submit a letter to the local MLA in regards to AUMA's request to urge rebalancing of the property tax equation.

CARRIED UNANIMOUS

Council Reports

The following reports were provided by Council:

Councillor David Karroll

- Historical Society Annual General Meeting – President is Don McFadden and Vice President is John Lane
- Citizen is concerned about the increasing fracs in the area and the risks to our aquifer.

Note:

Consultant has been monitoring the drilling activity within the 2km radius of Rimbey. A draft policy setting the parameters of the aquifer and an inter-municipal agreement with Ponoka County in regards to drilling is required.

Councillor Wayne Clark

- Attended a seminar on infectious diseases on the pandemic influenza that was held on March 2<sup>nd</sup> and 9<sup>th</sup>.
- March 11<sup>th</sup> Irish Gala was a huge success for the Blindman Youth Action raising \$5,500 after expenses.

Councillor Dave Huff

- Chamber of Commerce had elections with Mary Rose Barr staying as president but the rest of the members have changed.

Councillor Rhonda Stewart-Tarney

- March 13<sup>th</sup> Library Board Meeting – Nothing to report at this time.

Mayor Dale Barr

- Drop In Centre grand opening was a huge success
- Met with Minister Doug Horner and received preliminary support on the ethanol project.
- Diligently working on an application for Sustainable Development.

Town Manager

- Nothing to report at this time

Motion 69/06

Moved by Councillor Clark to accept Council and Town Manager reports as presented.

CARRIED UNANIMOUS

**RIMBEY LIONS CLUB AGREEMENT**

**COPY**

This agreement made in duplicate this 1<sup>st</sup> day of June 2006 A.D., between:

**The Town of Rimbey**  
(referred to as "the Town" in this agreement)

AND

**The Rimbey Lions Club**  
(referred to as "the Lions Club" in this agreement)

*WHEREAS* the Town is the owner of the facility known as the Rimbey Community Centre located at 5109 54<sup>th</sup> St. in Rimbey, Alberta;

*AND WHEREAS* the Lions Club desires to have free use of the Lions Room of the Rimbey Community Centre upon the terms contained in this Agreement;

*NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:*

**AREAS**

1. The Town gives the Lions Club the right to use the Lions Room for their regular meetings and the Main Auditorium for Blood Donor Clinics.
2. The Lions Club has the right to access and to use those amenities not within the Lions Room, such amenities being listed on Schedule A.

**TERM**

3. This Agreement is for an indefinite term, effective June 1<sup>st</sup>, 2006.

**RENTAL**

4. The Lions Club will have free and unrestricted use of the Lions Room for their regularly scheduled meetings every second and fourth Thursday of each month. All other usage by the Lions Club shall be booked at the Recreation Office. The Town will grant the Lions Club free usage of the Lions Room for additional meetings (when available) and the Main Auditorium for Blood Donor Clinics.

**OCCUPANCY**

5. The Lions Club will operate, occupy, and enjoy the use of the Lions Room in compliance with current and future operational procedures and policies of the Town of Rimbey Recreation Services.

## LIONS CLUB OBLIGATIONS

6. The Lions Club shall:

- a) Refrain from, without Town's prior written consent, assigning the whole or part of this Agreement or any obligation contained herein; the Town may not unreasonably withhold any assignment proposed by the Lions Club.
- b) Observe and fulfil the lawful provisions and requirements of all statutes, order-in-council, bylaws, rules and regulations, municipal or parliamentary, relating to the said premises.
- c) Ensure that the premises will be used for regular meetings and the related business and social activities.
- d) Be responsible for the cleanup and general tidiness of the Lions Room, when being used by the Lions Club. The Lions Room will be left in an "as found" condition, with all tables, chairs and equipment put back in their original position.
- e) Promptly notify the Town of any condition, natural or otherwise, that has or may seriously damage the premises or amenities.
- f) Comply with all Provincial, Federal and Municipal legislation and regulations including, without limiting the foregoing, ensuring that the premises and the Lions Club's activities within the amenities are in compliance with the Public Health Act.
- g) Pay any costs or expenses incurred in or make any repairs or replace any parts of the facility damaged or destroyed by the Lions Club or person using or occupying the facility with the express or implied consent of the Lions Club.
- h) Refrain from constructing or permitting to be constructed any structure or other thing that is, in the opinion of the Town, a permanent improvement unless the Town provides approval in writing to the Lions Club. Any such structure or other thing that is erected shall comply with all relevant Municipal, Provincial and Federal legislation.
- i) Indemnify and save harmless the Town against all liabilities, damages, claims or expenses arising out of any act or neglect of the Lions Club or its servants, employees, agents, invitees or licensees in or about the demised premises, or arising out of any breach, violation or non-performance by the Lions Club of any of the provisions of this agreement, including liabilities, injuries or damage to the persons or property of the Lions Club's servants, employees, agents, invitees or licensees.

- j) Indemnify and save harmless the Town of and from any and all damages caused to the demised premises resulting from the negligence of the Lions Club or the failure of the Lions Club to properly and adequately supervise the demised premises.

## **TOWN OBLIGATIONS**

### 7. The Town shall:

- a) Have full access to the Lions Room as required.
- b) Be responsible for all major repairs to the building, and shall maintain the building in its present state of repair, subject always however to the responsibility of the Lions Club to make payment of any damages or repairs necessary as a result of its breach of any of the terms and conditions of this agreement.
- c) Have free and unrestricted use of the Lions Room when not in use by the Lions Club for their regularly scheduled meetings, and/or other pre-booked functions.
- d) Be responsible for the cost of utilities and maintenance (i.e. paint, carpet, etc.) in respect of the Lions Room as part of the general operation and maintenance of the Rimbey Community Centre. Furnishings are excluded and are the responsibility of the Lions Club.
- e) Maintain fire and all-peril insurance on the Lions Room.
- f) Be responsible for the cleanup and general tidiness of the Lions Room, when being used by users other than the Lions Club. The Town will ensure that the users place tables, chairs and equipment back in their original position after each use.

## **CAPITAL IMPROVEMENTS**

- 8. Capital improvements made to the premises must be approved by the Town.

## **TERMINATION**

- 9. The parties have the right to terminate this Agreement upon giving the other thirty (30) days written notice.

## **NOTICE**

- 10. Notice shall be served by registered mail addressed or personally delivered to:

a) The Town: Chief Administrative Officer  
Town of Rimbey  
Box 350  
Rimbey, AB  
T0C 2J0

b) The Lions Club: Rimbey Lions Club  
Box 326  
Rimbey, AB  
T0C 2J0

11. Any notice served pursuant to this Agreement shall be deemed to have been received seven (7) days after mailing or in the case of personal delivery, on the date delivered to the party receiving the notice.

Default of any of the terms by either party will be considered a breach of this contract and will render the contract null and void.

This agreement can be amended upon mutual agreement.

Signed this 20 day of JUNE, 2006 at Rimbey, Alberta.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

**THE TOWN OF RIMBEY**

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Town Manager

**THE RIMBEY LIONS CLUB**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary



## ***SCHEDULE A***

The Rimbey Lions Club shall have access to the following amenities of the Rimbey Community Centre:

- Community Centre Upper Storage Room
- Community Centre Upper Main Washrooms

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2022

BETWEEN:

**Town of Rimbey (Lessor)**

and

**Blindman Valley Lions Club (Lessee)**

**WHEREAS** Blindman Valley Lions Club (hereinafter referred to as the Lessee) is desirous of renting from the Town of Rimbey (hereinafter referred to as the Lessor), certain premises owned by the Lessor hereinafter described.

**AND WHEREAS** the Lessor has agreed to rent to the Lessee, those premises hereinafter described on the terms and conditions hereinafter set out.

**NOW THEREFORE** the parties hereto agree as follows:

**1. PREMISES**

The Lessor does hereby lease to the Lessee, upon terms and conditions hereinafter set out the building located at 4907 - 49 Street (148BT, Block C) in the Town of Rimbey.

**2. COMMON AREAS**

The Lessor hereby permits the Lessee to use the boardroom, two closets in the hallway, in which the Lessee will be responsible to change the locks, and the washroom as they require, for 2 hours per month on the second Wednesday of the month from 7:00pm– 9:00pm.

**3. TERM**

The term of this lease shall commence on December 1, 2022 and shall continue until November 30, 2023.

**4. SUBLETTING**

The Lessee shall not sublet the whole or any portion of the premises without the written consent of the Lessor.

**5. UTILITIES**

The Lessor shall be responsible for the payment of all utilities

**6. ALTERATIONS**

The Lessee shall not make any alterations, additions, or improvements to the leased premises without the previous written consent of the Lessor. The cost of any alterations, additions, or improvements to the leased premises, if granted by the Lessor, would be the responsibility of the Lessee.

**7. CARE OF THE BUILDING**

The Lessee shall keep the premises in an orderly, clean, and sanitary condition. Janitorial service shall be the responsibility of the Lessee. In the event of mechanical, electrical or structure failure in the facility or in the event the Lessor and Lessee are of the opinion that it would not be advisable to use or occupy the facility, the Lessee and Lessor may terminate this Agreement immediately or on a date to be fixed by the Lessor.

**8. INDEMNIFICATION**

The Lessee shall indemnify and save harmless the Lessor from all liabilities, damages, costs, claims, suits, or actions arising out of any injury to any person or persons (including death) resulting at any time therefrom or damage to the property occurring in and about the premises or any part thereof resulting from the negligence of the Lessee. The Town will maintain insurance coverage on the building.

**9. LEASE AMOUNT**

The Lessee agrees to pay the Lessor monthly rent in the amount of \$360.00 payable upon annual invoice.

**10. TERMINATION**

This lease may be terminated by either party giving three (3) months written notice.

**IN WITNESS WHEREOF** the parties hereto have executed this duplicate at the Town of Rimbey, in the Province of Alberta, \_\_\_\_\_ day of month \_\_\_\_\_ 2022.

**TOWN OF RIMBEY**

**Blindman Valley Lions Club**

\_\_\_\_\_  
Mayor, Rick Pankiw

\_\_\_\_\_  
Chief Administrative Officer, Lori Hillis

This Agreement made this 3<sup>rd</sup> day of October, 2022

BETWEEN:

*Blindman Youth Action Society (Lessor)*

and

*Rimbey & District Chamber of Commerce (Lessee)*

**WHEREAS** Rimbey & District Chamber of Commerce (hereinafter referred to as the Lessee) is desirous of renting from the Blindman Youth Action Society (hereinafter referred to as the Lessor), certain premises owned by the Lessor hereinafter described.

**AND WHEREAS** the Lessor has agreed to rent to the Lessee, those premises hereinafter described on the terms and conditions hereinafter set out.

**NOW THEREFORE** the parties hereto agree as follows:

*1. PREMISES*

The Lessor does hereby lease to the Lessee, upon terms and conditions hereinafter set out, the left front office in the building located at 4907 – 49 Street (148BT, Block C) in the Town of Rimbey.

*2. TERM*

The term of this lease shall commence on October 1, 2022 and shall continue until October 1, 2023.

*3. SUBLETTING*

The Lessee shall not sublet the whole or any portion of the premises without the written consent of the Lessor.

*4. UTILITIES*

The Lessor shall be responsible for the payment of all utilities.

*5. ALTERATIONS*

The Lessee shall not make any alterations, additions or improvements to the leased premises without the previous written consent of the Lessor. The cost of any alterations, additions or improvements to the leased premises, if granted by the Lessor, would be the responsibility of the Lessee.

*6. CARE OF THE BUILDING*

The Lessee shall keep the premises in an orderly, clean and sanitary condition. Janitorial service shall be the responsibility of the Lessee. In the event of mechanical, electrical or

structure failure in the facility or in the event the Lessor and Lessee are of the opinion that it would not be advisable to use or occupy the facility, the Lessee and Lessor may terminate this Agreement immediately or on a date to be fixed by the Lessor.

**7. INDEMNIFICATION**

The Lessee shall indemnify and save harmless the Lessor from all liabilities, damages, costs, claims, suits or actions arising out of any injury to any person or persons (including death) resulting at any time therefrom or damage to the property occurring in and about the premises or any part thereof resulting from the negligence of the Lessee. The Lessee shall also assume responsibility to provide adequate insurance coverage to cover the contents and operation of The Rimbey & District Chamber of Commerce. The Blindman Youth Action Society will maintain insurance coverage on the building.

**8. LEASE AMOUNT**

The Lessee agrees to pay the Lessor monthly rent in the amount of \$ 250. /month

**9. TERMINATION**

This lease may be terminated by either party giving three (3) months written notice.

**IN WITNESS WHEREOF** the parties hereto have executed this lease in duplicate at the Town of Rimbey, in the Province of Alberta, this \_\_\_\_ day of \_\_\_\_\_, 2022.

**Blindman Youth Action Society**

Signature P. Makoffka  
Name (please print)

Signature Janet Stout  
Name (please print)

**Rimbey & District Chamber of Commerce**

Signature [Signature]  
Name (please print)

Signature [Signature]  
Name (please print)

This Agreement made this 3<sup>rd</sup> day of October, 2024

BETWEEN

**Blindman Youth Action Society (Lessor)**

And

**McMan Central (Lessee)**

**WHEREAS** McMan Central (hereinafter referred to as the Lessee) is desirous of renting from the Blindman Youth Action Society (hereinafter referred to as the Lessor), certain premises owned the Lessor hereinafter described.

**AND WHEREAS** the Lessor has agreed to rent to the Lessee, those premises hereinafter described on the terms and conditions hereinafter set out.

**NOW THEREFORE** the parties hereto agree as follows:

**1. PREMISES**

The Lessor does hereby lease to the Lessee, upon terms and conditions hereinafter set out the building located at 4907 – 49 Street (148BT, Block C) in the Town of Rimbey.

- a. The Lessor hereby permits the Lessee to use the common area which shall include the back rec programming area, the washrooms, kitchen facilities and rear parking as they require. As well as access to the south emergency exit, covered deck and outside area. When the Lessee is not using the premises, the Lessor shall have the right to rent this area out.
- b. The Lessee will have 2 locking cupboards in the program area and use of 2 cupboards in the kitchen area.
- c. The Lessor is responsible to make sure the kitchen area is equipped with a good working fridge, stove and freezer and the Lessee will have access of this equipment.
- d. The building will meet with municipal safety regulations for the area/region.

**2. TERM**

Term of this lease shall commence on October, 1, 2022 and shall continue until ~~September 30,~~ March 31, 2023.

- a. The Lessee shall be deemed to be a monthly lessee at the monthly rent amount as agreed.

Page 2.

**3. SUBLETTING**

The Lessee shall not sublet the whole or any portion of the premises without the written consent of the Lessor.

**4. UTILITIES**

The Lessor shall be responsible for the payment of all utilities including;

- a. Natural gas, electricity, water and sewer
- b. Caretaking expenses and supplies
- c. Maintenance and snow removal

**5. ALTERATIONS**

The Lessee shall not make any alterations, additions or improvements to the leased premises without the previous written consent of the Lessor. The cost of any alterations, additions or improvements to the leased premises, if granted by the Lessor, would be the responsibility of the Lessee.

**6. CARE OF THE BUILDING**

The Lessee shall keep the premises in an orderly, clean and sanitary condition. Janitorial service shall be the responsibility of the Lessor. In the event of mechanical, electrical or structure failure in the facility, or in the event the Lessor and Lessee are of the opinion that it would not be advisable to use or occupy the facility, the Lessee and Lessor may terminate this Agreement immediately or on a date to be fixed by the Lessor.

- a. The Lessee shall provide their own sanitation supplies. At the end of the programming day, Lessee will sanitize all furnishings used. The Lessee will also remove all program garbage and place it in the dumpster supplies by the Lessor.
- b. The Lessor will ensure all entrance doors are in good operating condition with secure locks and free of clutter, ice and snow.
- c. Flooring and lighting will be as is when signing the lease.
- d. Bathrooms are handicap accessible and are equipped with sink, toilet and grab bars.
- e. Paints and other poisonous substances are stored securely away from the activity areas.
- f. Fire extinguishers are easily accessible.

**7. INDEMNIFICATION**

The Lessee shall indemnify and save harmless the Lessor from all liabilities, damages, costs, claims, suits or actions arising out of any injury to any person or persons (including death) resulting at any time there from or damage to the property occurring in and about the premises or any part thereof resulting from the negligence of the Lessee. The Lessee shall also assume responsibility to provide adequate

Page 3.

Insurance coverage to cover the operations of McMan Central. The Blindman Youth Action Society will maintain insurance coverage on the building as well as liability insurance.

8. LEASE AMOUNT

The Lessee agrees to pay the Lessor monthly rent in the amount of \$400.00 payable on the first of each month.

9. TERMINATION

This lease may be terminated by either party giving three (3) months written notice.

IN WITNESS WHEREOF the parties hereto have executed this lease in duplicate at the Town of Rimbey, in the Province of Alberta, this 3rd day of October, 2022.

Blindman Youth Action Society (Lessor)

McMan Central (Lessee)

Per: P. Mikoyla

Per: [Signature]

Per: Janet Street

Per: \_\_\_\_\_



This Agreement made this 1st day of OCTOBER 2022

BETWEEN:

**Blindman Youth Action Society (Lessor)**

and

**Rimbey Neighbourhood Place Society (Lessee)**

**WHEREAS** Rimbey Neighbourhood Place Society (hereinafter referred to as the Lessee) is desirous of renting from the Blindman Youth Action Society (hereinafter referred to as the Lessor), certain premises owned by the Lessor hereinafter described.

**AND WHEREAS** the Lessor has agreed to rent to the Lessee, those premises hereinafter described on the terms and conditions hereinafter set out.

**(A) Front Office**

**NOW THEREFORE** the parties hereto agree as follows:

**1. PREMISES**

The Lessor does hereby lease to the Lessee, upon terms and conditions hereinafter set out the building located at 4907 – 49 Street (148BT, Block C) in the Town of Rimbey.

**2. COMMON AREAS**

The Lessor hereby permits the Lessee to use the common area which shall include the washroom and kitchen facilities as they require.

**3. TERM**

The term of this lease shall commence on October 1, 2022 and shall continue until October 1, 2023.

**4. SUBLETTING**

The Lessee shall not sublet the whole or any portion of the premises without the written consent of the Lessor.

**5. UTILITIES**

The Lessor shall be responsible for the payment of all utilities.

6. ALTERATIONS

The Lessee shall not make any alterations, additions or improvements to the leased premises without the previous written consent of the Lessor. The cost of any alterations, additions or improvements to the leased premises, if granted by the Lessor, would be the responsibility of the Lessee.

7. CARE OF THE BUILDING

The Lessee shall keep the premises in an orderly, clean and sanitary condition. Janitorial service shall be the responsibility of the Lessee. In the event of mechanical, electrical or structure failure in the facility or in the event the Lessor and Lessee are of the opinion that it would not be advisable to use or occupy the facility, the Lessee and Lessor may terminate this Agreement immediately or on a date to be fixed by the Lessor.

8. INDEMNIFICATION

The Lessee shall indemnify and save harmless the Lessor from all liabilities, damages, costs, claims, suits or actions arising out of any injury to any person or persons (including death) resulting at any time therefrom or damage to the property occurring in and about the premises or any part thereof resulting from the negligence of the Lessee. The Lessee shall also assume responsibility to provide adequate insurance coverage to cover the contents and operation of RimbeY Neighbourhood Place. The Blindman Youth Action Society will maintain insurance coverage on the building.

9. LEASE AMOUNT

The Lessee agrees to pay the Lessor monthly rent in the amount of \$375.00 payable on the first of each month.

10. TERMINATION

This lease may be terminated by either party giving three (3) months written notice.

**IN WITNESS WHEREOF** the parties hereto have executed this lease in duplicate at the Town of RimbeY, in the Province of Alberta, this 15<sup>th</sup> day of OCTOBER, 2022

Blindman Youth Action Society

Janet Stout

Per: Janet Stout

Bruce Christensen  
Per: Bruce Christensen

RimbeY Neighbourhood Place  
Society

Per: [Signature]

LANCE HANNESSON

Per: Judith M Stauffer  
Judith M Stauffer

This Agreement made this 12 day of OCTOBER 2022

BETWEEN:

***Blindman Youth Action Society (Lessor)***

And

***Rimbey Neighbourhood Place Society (Lessee)***

**WHEREAS** **Rimbey Neighbourhood Place Society** (hereinafter referred to as the Lessee) is desirous of renting from the Blindman Youth Action Society (hereinafter referred to as the Lessor), certain premises owned by the Lessor hereinafter described.

**AND WHEREAS** the Lessor has agreed to rent to the Lessee, those premises hereinafter described on the terms and conditions hereinafter set out.

**NOW THEREFORE** the parties hereto agree as follows:

**1. PREMISES**

The Lessor does hereby lease to the Lessee, upon terms and conditions hereinafter set out the building located at 4907 – 49 Street (148BT, Block C) in the Town of Rimbey.

- a. The Lessor hereby permits the Lessee to use the common areas which shall include the back recreation programming area, the washroom and kitchen facilities as they require. As well as access to the south emergency exit, covered deck and outside area. The back office shall also be loaned to Neighbourhood Place at no charge until such time as they are able to obtain funding for this space.
- b. The Lessee will have use of the Premises for the purpose of supplying the program funded by the Community Action Program for Children, through the Public Health Agency of Canada, including use of the specified program area, kitchen, board room and parking. Neighbourhood Place will ensure no conflicts occur with the McMann Central FRN program in the use of the space.
- c. The lessor is responsible to make sure the kitchen area is equipped with a good working fridge stove and freezer and the Lessor will have access to this equipment.
- d. The building will meet with municipal safety regulations for the area/region.

furniture and/or equipment owned by Rimbey Neighbourhood Place Society (Lessee) will take care of the Lessee's property, clean it to a standard agreed upon and leave things in the state and condition they were found in minus regular wear and tear.

**7. INDEMNIFICATION**

The Lessee shall indemnify and save harmless the Lessor from all liabilities, damages, costs, claims, suits or actions arising out of any injury to any person or persons (including death) resulting at any time there from or damage to the property occurring in and about the premises or any part thereof resulting from the negligence of the Lessee. The Lessee shall also assume responsibility to provide adequate insurance coverage to cover the contents and operation of **Rimbey Neighbourhood Place**. The Blindman Youth Action Society will maintain insurance coverage on the building as well as liability insurance.

**8. LEASE AMOUNT**

The Lessee agrees to pay the Lessor monthly rent in the amount of \$ 200.00 payable on the first of each month.

**9. TERMINATION**

This lease may be terminated by either party giving three (3) months written notice.

**IN WITNESS WHEREOF** the parties hereto have executed this lease in duplicate at the Town of Rimbey, in the Province of Alberta, this 12 day of OCTOBER, 2022.

**Blindman Youth Action  
Society (Lessor)**

Janet Stout  
Per: Janet Stout  
Bruce Christensen  
Per: Bruce Christensen

**Rimbey Neighbourhood Place  
Society (Lessee)**

Per: [Signature]  
LANCE HANNESSON  
Per: Lynne Ings  
Lynne Ings



4907 49<sup>th</sup> Street  
PO Box 980  
Rimbey, AB T0C 2J0  
(403)843-4304 (p)  
(403)843-4346 (f)  
rimbeynp@telusplanet.net

## Rimbey Neighbourhood Place Society

September 20, 2022

Dear Mayor Pankiw and Rimbey Town Council

Re: Blindman Youth Action Society Building

The board of Rimbey Neighbourhood Place Society has worked very closely with the Blindman Youth Action Society (BYAS) for many years, enjoying a very mutually beneficial partnership and close relationship. In addition to being the main point of contact, Neighbourhood Place has done up the lease agreements for BYAS and the many different organizations that have occupied the building. Neighbourhood Place has also looked after booking different areas and rooms in the building to avoid conflicts in scheduling.

It is with a certain degree of sadness that we have learned that the BYAS group has decided not to continue in its role and has decided to turn the building over to the town. Although Neighbourhood Place prides itself on changing with the times and responding to community needs, this monumental change will require some adjustment and no doubt, some growing pains.

Neighbourhood Place would like to express our interest and support to the town in regards to the BYAS building; whether that means cooperation with town management, or something deeper, such as the possibility of Neighbourhood Place becoming the stewards of the building and looking after day to day operations and management of the building.

The Board of Neighbourhood Place hopes to invite the remaining BYAS board members to join our group and become part of our board as they would be invaluable resources that would only strengthen our team.

We learned on September 20, 2022 that our funding/contract with the Government of Canada has been extended until March 31 of 2025 with the very good possibility of continuing on beyond that. We hope to remain in the building in order to provide services to families and individuals in our community for the foreseeable future. We also continue to look for additional funding and income streams to enhance the services we are able to provide.

We look forward to a new partnership with the town and we hope this letter is a gateway to further discussion toward an exciting future. Thank you for your time.

Respectfully,

A handwritten signature in black ink, appearing to be 'Leanne Evans', written over a horizontal line.

Leanne Evans  
Program Coordinator  
Rimbey Neighbourhood Place

