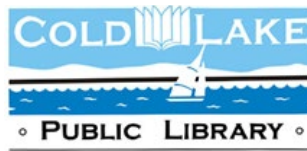


**Minutes of The City of Cold Lake Library Board Meeting**  
**Held Monday, August 30, 2021**  
**4:30 PM in the Program Room, South Branch**

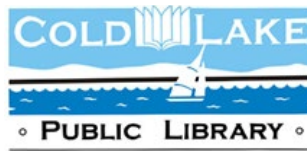
Present: Cynthia Sloychuk, Board Chair  
 Marie Manning, Board Vice-Chair  
 Suzanne Aessie, Board Secretary  
 Alysha Hudson, Board Treasurer  
 Leslie Price, Library Director  
 Tanya Boudreau, Library Assistant Director  
 Vicky Lefebvre, Board Member (City of Cold Lake Councillor)  
 Ben Fadeyiw, Board Member (MD of Bonnyville Councillor)  
 Gary Webb, Board Member  
 Ashley Robson, Board Member

Absent With Regret: Hannah Penn, Board Member

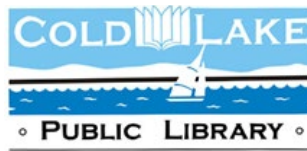
<b>Agenda Item and Discussion</b>	<b>Action</b>
<b>1.0 Call to Order</b> Meeting called to order by Board Chair at 4:31 pm.	N/A
<b>2.0 Adoption of Agenda</b> <b>MOTION 2021-49</b> Moved by Ben that the agenda as presented be adopted. Vicky seconded. All were in favour.	Carried
<b>3.0 Adoption of Minutes from previous meeting</b> <b>MOTION 2021-50</b> Moved by Alysha that the minutes of the 28 June 2021 meeting be adopted. Vicky seconded. All members voted in favour.	Carried
<b>4.0 Correspondence</b>	N/A
<b>4.1</b> Letter from The City of Cold Lake approving the installation of the Tipi and the expansion of the Reading Garden. The Mayor wrote a letter on behalf of the Council members in support of the CLPL's grant application to create an outdoor space with an authentic Tipi.	N/A
<b>4.2</b> Letter from the Public Library Services Branch and is attached as Appendix 1 to the meeting minutes. The letter explains a cheque was given in the amount of \$87,335.00 in payment of the 2021/2022 Public Library Operating Grant to assist the library board with the public library services in our community.	N/A



Agenda Item and Discussion	Action
4.3 Letter from NLLS stating a 0% levy increase for Municipalities and/or their Library Boards.	N/A
4.4 Letter from Northern Lights Library System and is attached as Appendix 2 to the meeting minutes. Funds from Alberta Municipal Affairs have been received and they used the 2016 population list to disburse funds for operating costs.	N/A
<b>5.0 Reports</b>	
<p><b>5.1 Board Chair Report</b></p> <p>The Board Chair shared that the former Library Director, Mary Anne Penner’s husband recently passed away. Her husband was a volunteer for the Friends of Library for many years. Cynthia will send a card on behalf of the Library Board.</p> <p>A reminder to the board that Marie is finishing her time on the library board in October and Cynthia is ending in January. Cynthia will look in to setting something up to train new board members in the position of Chair and Vice-Chair.</p> <p>The Board Chair shared there are three patrons that have been banned from the use of the Cold Lake Public Library. The RCMP have been involved due to the risk they are to public places. Staff work alone on evenings and weekends. To maintain the safety of staff they are responsible for wearing a panic button, and use code words with each other.</p> <p>The board discussed having better lighting outside the building. Vicky will include this in her next report.</p> <p>The board also discussed the importance of hiring another staff member or moving a part-time staff to full-time hours so staff are never alone.</p> <p><b>MOTION 2021-51</b></p> <p>Moved by Cynthia that Leslie provide staff so there are two staff on at all times. Vicky seconded. All were in favour.</p>	<p>Cynthia</p> <p>Cynthia</p> <p>Carried</p>



Agenda Item and Discussion	Action
<p><b>5.2 Library Director Report</b></p> <p>The Library Director Report for August is attached as Appendix 3, and includes the statistics for June and July 2021.</p> <p>Some extra highlights include:</p> <ul style="list-style-type: none"> <li>• The Tipi Project is moving forward with design and should be complete by Spring 2022.</li> <li>• Tanya's Podcasts on tracpacroadtrip is ranked 177 out of approximately 1000.</li> <li>• The Lloydminster Library donated furniture and the Cold Lake Library benefited from approximately 8-10K worth of free furniture.</li> <li>• The library staff are having a full day in-service on September 17<sup>th</sup> to work on the Plan of Service. Board members are welcome to attend lunch with the staff at Hamilton House at 1 pm.</li> </ul> <p><b>MOTION 2021-52</b></p> <p>The Library Director Report was approved by unanimous consent.</p>	<p>Carried</p>
<p><b>5.3 NLLS Rep Report</b></p> <p>The NLLS Rep will look into packages from PLS Branch to explain more about library boards. The NLLS Rep will also find more information about the Indigenous grant due to queries with Frog Lake's new library.</p>	<p>Vicky</p>
<p><b>5.4 Personnel Committee Report</b></p> <p>No report this month.</p>	<p>None</p>
<p><b>5.5 Policy Committee Report</b></p> <p>Policy 2033: Board Treasurer – Job Description was due for review, and is attached as Appendix 4 to the meeting minutes. There was no change to the policy. Item closed.</p> <p><b>MOTION 2021-53</b></p> <p>Alysha moved to accept Policy 2033: Board Treasurer – Job Description as currently written. Vicky seconded. All members voted in favour.</p>	<p>Carried</p>



Agenda Item and Discussion	Action
<p><b>5.6 Financial Committee Report</b></p> <p>The Library Financial Committee Report for August is attached as Appendix 5 and is attached to the meeting minutes.</p> <p><b>MOTION 2021-54</b></p> <p>Moved by Alysha that the financial committee report as presented be adopted. Ben seconded. All were in favour.</p>	Carried
<b>6.0 Priority Items</b>	N/A
<b>6.1</b> None	
<b>7.0 Old Business</b>	N/A
<p><b>7.1 Plan of Service – Update</b></p> <p>Library staff have a full day in-service to work on the Plan of Service on September 17<sup>th</sup>. Item Open.</p>	None
<b>8.0 New Business</b>	N/A
<p><b>8.1 Updated Lease with the City of Cold Lake</b></p> <p>The board reviewed the updated lease with the City of Cold Lake and is attached as Appendix 6 to the meeting minutes. An updated map has been added to show the expansion of the Tipi area. Item closed.</p> <p><b>MOTION 2021-55</b></p> <p>Alysha moved to accept updated Lease with the City of Cold Lake as currently written. Marie seconded. All members voted in favour.</p>	Carried
<p><b>8.2 Alberta Library Trustee Association (ALTA)</b></p> <p>The library board met with Jenn Anheliger – President of ALTA. She gave the board an overview of ALTA and the services they offer for board members. A few highlights are:</p> <ul style="list-style-type: none"> <li>• They offer a webinar series and the webinars will be recorded.</li> <li>• They also offer cheat sheets for Board Chairs and Vice Chairs.</li> <li>• They offer monthly virtual Coffee Chats for board members to collaborate. The next Coffee Chat is on September 14<sup>th</sup> at 7 pm. <a href="https://librarytrustees.ab.ca/altas-september-coffee-chat/">https://librarytrustees.ab.ca/altas-september-coffee-chat/</a></li> </ul> <p>Item Closed.</p>	None



Agenda Item and Discussion	Action
<b>9.0 Next Board Meeting – Monday, 27 September, 2021 @ 4:30 PM</b> The meeting is planned for in-person at the South Branch and a Zoom link will be included just in case.	N/A
<b>10.0 Meeting Adjourned at 6:02 pm</b>	N/A

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Board Chair or Delegate

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Date



Public Library Services Branch  
803, 10405 Jasper Avenue  
Edmonton, Alberta T5J 4R7  
Telephone: 780 427-4871  
[www.albertalibraries.ca](http://www.albertalibraries.ca)

July 14, 2021

Ms. Cynthia Sloychuk, Chair  
City of Cold Lake Library Board  
5513 B - 48 Avenue  
COLD LAKE, AB T9M 1X9

Dear Ms. Sloychuk:

Enclosed please find a cheque in the amount of \$87,335.00. This is payment of the 2021/2022 Public Library Operating Grant.

The Public Library Services Branch supports and enables a provincial network of efficient and effective library service for all Albertans. We are pleased to be able to contribute these funds to assist the library board with the provision of public library service in your community.

Yours truly,

A handwritten signature in blue ink, appearing to read "Jen Anderson".

Jen Anderson  
Manager, Public Library Grants Program

Enclosure



5615 - 48 Street, Postal Bag 8, Elk Point, Alberta T0A 1A0  
Tel (780) 724-2596 | info@nlls.ab.ca

M.D of Bonnyville  
Bag 1010  
Bonnyville, AB  
T9N 2J7

June 17, 2021

# Board of Record – Rural Services Grant Funding Disbursement

The following funds will be disbursed to these libraries as we have now received the funds from Alberta Municipal Affairs, they have used the 2016 population list. These funds are to cover the operating costs of serving the portion of M.D of Bonnyville residents in these areas.

If there is no change to your previous year funding formula, please find below the disbursements to the 2 library sites for your area.

<b>Rural Services Grant Disbursement</b>		
<b>2021 Year - M.D of Bonnyville</b>		
	<b>PLSB using 2016 Population</b>	<b>Rural Services Grant at \$5.55 per Capita</b>
<b>M.D. of Bonnyville</b>	13233	\$ 73,443.15
	Admin Fee (1%)	\$ 734.43
	Total disbursement	\$ 72,708.72
Disbursement of Funds to Libraries within the M.D of Bonnyville		
<b>Current Funding Formula</b>	<b>%</b>	<b>\$</b>
<b>Bonnyville Library</b>	68.32%	\$ 49,674.60
<b>Cold Lake Library</b>	31.68%	\$ 23,034.12
<b>Total Funds Disbursed</b>	100%	\$ 72,708.72

Thank you for your cooperation with this matter If you have any questions or concerns please feel free to contact Northern Lights Library System.

James MacDonald  
Executive Director

COPY

  
Vicky Lefebvre  
Board Chair



## Appendix 3 to CCLL Board August Meeting Minutes

Director Notes

August 30, 2021

Reminder of lunch at hamilton

### **Miscellaneous**

Library received between 8,000\$-10,000\$ worth of free furniture and supplies from Lloydminster Library. I and 2 other vehicles went to collect early August. I was able to obtain some more shield guards, which are extremely expensive, for free.

Annual Conference at Jasper has discontinued permanently.

Fans updated in Tree Branch.

The library will be in the City of Cold Lake Year End Report Booklet with updated information.

### **Staffing**

New circulation clerk will be hired by end of month. Positions have been moved around to work with current staff.

2 Long Term Employees have/will be leaving late summer/early fall. Staff is being trained in new areas to compensate for some of the duties covered by this staff.

Summer Student contract ended August 8<sup>th</sup> and paperwork was submitted for reimbursement and has been received.

### **Staff Training**

Doug Sirant graciously created a video for us on using the AED machines. All staff are required to watch. <https://www.youtube.com/watch?v=uEaT4eb8Tro>

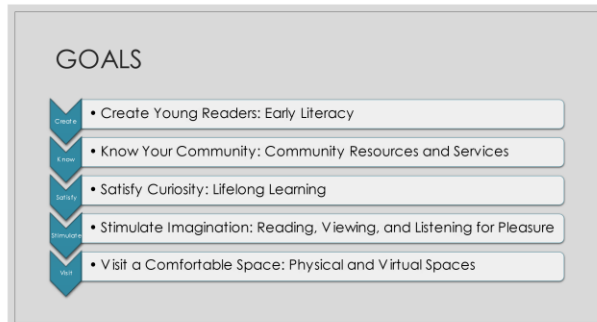
Annual Conference at Jasper has discontinued permanently.

Pop Up Services: Smudge course taken at FCSS



## Administration

Plan of Service document has been started.



Plan of Service retreat day will help us finalize all details. September 17<sup>th</sup> at Hamilton House.

MD portion of the Provincial Funding has been received.

Grant has gone in for Tipi Project, letters of support were included from City of Cold Lake and MD of Bonnyville.

Budget preparation for 2022 has started.

## Pop Up Indigenous Services

SOURCES OF FUNDING FOR TIPI						
	Organization	Requested CAD \$	Application Date	Approved CAD \$	Approval Date	Pending Approval CAD \$
1	Northern Lights Library System	2,000	January 29, 2021	2,000	January 29, 2021	0
2	City of Cold Lake	3,000	January 28, 2021	3,000	February 24, 2021	0
3	Enbridge	5,000	February 12, 2021	3,000	April 1, 2021	2,000
4	Cenovus	5,000	February 22, 2021	1,500	April 7, 2021	0
5	Primco - Dene		March 9, 2021	1,000	March 30, 2021	0
6	Synchrude	5,000	March 23, 2021	0		5,000
7	Pembina	5,000	March 23, 2021	0	Not approved : April 17, 2021	0
8	Lakeland Credit Union	1,000	April 1, 2021	1,000	May 20, 2021	0
9	Imperial Oil	5,000	April 20, 2021	0		5,000
10	Canadian Natural	5,000	May 19, 2021	0		5,000
11	TC Energy	5,000	June 21, 2021	0		5,000
12	Government of Canada	25,000	July 21, 2021			25,000
13	Benevity Donation			100	July 1, 2021	0
			<b>TOTAL</b>	<b>11,600</b>		<b>47,000</b>

Beginning conversations with NLLS on Indigenous MOU funding for 2022

## Programs

B.C. artist Sabine Lecorre-Moore did live demos



Mobile Hotspot now operational.



Year-Round Literacy Program



**JAN 2021 City of Cold Lake Library Program Numbers and Stats**

PofS	Programs	January	February	March	April	May	June	July	August	September	October
AC	Adult Book Club		5	5	4	4	4	5	32		
C	Puzzles		20	30	35	30	20	25	30		
ADE	Monthly Colouring Contest		70	35	84	57	45	40	25		
ABCDE	Festival of Words		50 NA	NA	na	na	na	na			
ABCDE	Letter Writing Kits		20	20 NA	na	na	na	na			
ACE	Winter Reading Program	didn't end yet	280 ballots	OVER	over	over	over	over			
ACED	Books on Wheels		13	13	6	17	19	25	19		
ABC	4 seasons Reading Challenge	didn't end yet	didn't end yet		200 on going until end of June	ongoing		90 ongoing			
ABC	Book Bundles	15 people		20	10	15	10	3	0		
ABC	Scavenger Hunt (MFRC)	85 families	48 couples	NA	na	na	na	na			
ADE	Comm of Oath			2	6	7	10	14	10		
ABCDE	Monthly LEGO		23 entries		22	15	23	10	10		
ABCDE	Monthly Book Giveaway		25 entries		30	10	1	3	2		
ABCDE	Multicultural bags (partner LMC)		100 handouts		24	20	20	20	20		
ABCDE	Spotify Fav Songs TRACpac	57	58		54	96	35	52	40		
ACDE	Cookbook Club				3	3	4	4	4		
BC	Easter Egg Count/guesses					120 n/a	n/a	n/a			
ABCDE	Library Dance for Drill Cart Race					5 340 saw us	n/a	n/a			
AC	Art Contest					60 over	n/a	n/a			
ABCDE	Star Wars Event on May 4						100 n/a	n/a			
ABCDE	911 presentation						32 views	37 views			
ABCDE	author interview for podcast						n/a	n/a			
abcde	author interview for podcast and bookclub								32		
abcde	pop-up								18		
abcde	food games								10		

**Plan of Service (PofS):** Diversity A, Young Readers B, Imagination C, Informed Decisions D, Use/Find Info E

Stats	January	February	March	April (closed for most)	May	June	July	August	September	October
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Patrons North (in person visit)	closed	closed	819	138	closed	815	1079	
Patrons South (in person visit)	closed	closed	723	424	closed	756	1124	
Computers North (in person visit)	closed	closed	100	16	closed	83	171	
Computers South (in person visit)	closed	closed	64	13	closed	60	102	
Webpage		851	919	793	839	714	708	687
Google North (views)		1260	1210	1222	1000	3950	5210	5730
Google South (views)		3260	3170	3190	2800	3160	3120	3220
Facebook (followers)		926	931	942	953	964	978	981
Twitter (followers)		570	575	577	580	577	578	578
Circ North		3748	2768	4981	4232	3393	4063	6149
Circ South		5955	4806	6756	6022	4877	5309	7266
Holds North		1162	894	1043	1363	1381	806	1001
Holds South		2463	2205	2337	2363	2157	1812	1730
Memberships North		1839	1839	1632	1641	1649	1676	1706
Memberships South		2181	2183	1932	1936	1938	1947	1969
TRAC logins North		771	743	697	644	583	500	606
TRAC logins South		1372	1332	1337	1164	1117	896	879
Ref questions for branches		810	795	500	750	776	495	300
wifi sessions north		323	396	620	414	325	392	552
wifi sessions south		1160	1169	1638	1461	1338	2045	2037

#### CURBSIDE PICK-UPS

patrons pick-up North	215	209	65	411	234	160	n/a
patrons pick-up South	338	289	73	264	287	92	n/a
number of items North	820	779	340	881	881	230	n/a
Number of items South	1145	1045	298	1033	1006	292	n/a

CFS Dana Podcast	1123 plays	1214 plays	1335 plays	1458 plays	1597	1656	1718
Dear... Podcast	200 plays	230 plays	279 plays	297 plays	345	350	352
TRACpac Road Trip Podcast	306 plays	346 plays	355 plays	403 plays	432	443	455

Instagram	461 followers	485 followers	490 followers	491 followers	494	497
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**City of Cold Lake Library Board  
Policy Manual  
Policy Number: 2033  
Policy Title: Board Treasurer - Job Description**

**Date Passed: October 22, 2007**

**Date Amended:**

**Review Date: October 2009**

**Position:** Library Board Treasurer

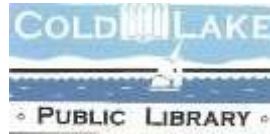
- **Description:** Elected Every 2 years by the Trustees of the Cold Lake Public Library. The Treasurer will not be an elected official from either the City of Cold Lake or MD of Bonnyville.

**General Responsibilities:**

- The Treasurer should be aware of all written Board approved fiscal policies and the basic financial procedures used by the Library.
- The Treasurer should also understand basic accounting principles and the Library's funding sources; and should make recommendations to the Board on the acquisition and disbursements of funds when appropriate.
- The Treasurer should have a commitment to the work of the Library, and to that end should foster a positive working relationship with the members of the Board or Trustees and the Director, be aware and abstain from any conflicts of interest.
- The Treasurer reports to the Board of Trustees.

**Specific Duties:**

- The Director of the Library is responsible for the distribution of the set budget, ensuring all financial transactions are done in a timely manner, the Treasurer of the Board receives the monthly statements from Director and creates a summary of the financial position for monthly Board meeting.
  - The Treasurer is the head of the Board of Directors Financial Committee and will be responsible for calling Financial Committee meetings as needed. Agenda for the meeting will be prepared by the Treasurer with input from Director.
  - Assisting in preparation of yearly budgets and Co-presents with Library Chairperson.
  - Meets as needed with the Director.
  - The Treasurer has Signing Authority for the City of Cold Lake Library Board. The Signing authority is limited to Director invoices, government documents and pay changes.
- An understanding of the needs of the Library, its services, funding, and personnel.
  - A General understanding of the City of Cold Lake accounting system as it relates to Library accounts.



**Cold Lake Public Library Board**  
**August 2021 Financial Committee Report**

Members: Alysha Hudson, Committee Chair  
Cynthia Sloychuk, Board Chair  
Leslie Price, Library Director

**Highlights**

- Provincial funding received in July.
- \$4,355.00 deposit made on the Tipi in July.
- \$6,090.00 spent in June on the new fence for the Tipi.
- Donations for Tipi total \$9,500.00. Which means \$945.00 of Tipi expenses has come from Library funding so far.

	Jun-21	Jul-21	Year-To-Date	Projected	Budgeted	Variance
<b>REVENUES</b>						
Sales & Fines	254.25	202.59	1,133.85	1,943.74	3,700.00	-1,756.26
Donations & Fundraising	164.13	255.25	11,682.08	20,026.42	0.00	20,026.42
Provincial/Federal Funding	0.00	110,374.12	134,374.12	129,836.50	129,836.50	0.00
Local Gov't Funding	19,947.50	0.00	476,422.00	516,317.00	516,317.00	0.00
Previous year Surplus / Deficit	0.00	0.00	52,154.27	52,154.27	30,000.00	22,154.27
<b>TOTAL REVENUE</b>	<b>20,365.88</b>	<b>110,831.96</b>	<b>675,766.32</b>	<b>720,277.94</b>	<b>679,853.50</b>	<b>40,424.44</b>
<b>EXPENSES</b>						
Salaries & Training	43,711.72	42,725.69	289,931.33	700,312.02	517,545.00	-182,767.02
Operating	12,558.45	1,403.35	49,992.39	113,614.32	125,296.00	11,681.68
Plan of Service	7,495.20	5,992.31	25,555.84	43,810.01	27,900.00	-15,910.01
<b>TOTAL EXPENSES</b>	<b>63,765.37</b>	<b>50,121.35</b>	<b>365,479.56</b>	<b>857,736.36</b>	<b>670,741.00</b>	<b>-186,995.36</b>
Surplus / Deficit	-43,399.49	60,710.61	310,286.76	-137,458.42	9,112.50	

\*Projected numbers based on YTD numbers x3.

\*\*Variances mean different things in the revenue vs. expense section. In revenue negative means we aren't earning as much as we budgeted. Whereas in the expense section it means that we are spending more than we budgeted.

Alysha Hudson  
The City of Cold Lake Library Board  
Treasurer

BETWEEN

**CITY OF COLD LAKE**  
(herein called the “**Lessor**”)

OF THE FIRST PART

and

**COLD LAKE PUBLIC LIBRARY**  
(herein called the “**Lessee**”)

OF THE SECOND PART

**WHEREAS** the Lessor is the registered owner of land and Cold Lake City Hall building at 5513 – 48<sup>th</sup> Avenue, Cold Lake, Alberta;

**WHEREAS** the Lessor is prepared to lease the library space within the City Hall building as shown on the attached Schedule ‘A’ and a portion of the adjacent land as shown on the attached Schedule ‘B’ (the “Premises”) subject to the terms and conditions of this Agreement,

**WHEREAS** the Lessee desires to lease the Premises from the Lessor on the terms herein set forth;

**NOW THEREFORE** in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **PREMISES**

- 1.1 The Lessor hereby leases the Premises, as shown on Schedules ‘A’ and ‘B’ attached hereto, to the Lessee.

2. **TERM**

- 2.1 The term of the lease shall commence immediately and remain in force until either party terminates this Lease by providing notice of such termination in writing to the other party at least sixty (60) days prior to the intended date of termination.

3. **PAYMENT**

- 3.1 The Premises shall be provided to the Lessee for \$1.00.
- 3.2 The Lessee shall pay for all expenses related to use of the Premises, including:
- 3.1.1 supplies and equipment;
  - 3.1.2 telephone service;
  - 3.1.3 day-to-day cleaning services;
  - 3.1.4 regular garbage disposal;



3.1.5 regular maintenance and upkeep (excepting reasonable wear and tear).

3.3 The City may provide the Lessee with a grant in the amount indicated in section 3.1 of this Agreement.

4. **PERMITTED USE**

4.1 The Lessee may use the Premises for Library purposes. The Premises shall not be used for any other purposes without the written consent of the Lessor.

4.2 The Lessee shall comply with present and future laws, regulations and orders relating to the use of the Premises (including any laws related to any of the Lessee's employees which the Lessee may employ at the Premises).

5. **PROHIBITED USE**

5.1 The Lessee shall not

5.1.1 carry on or permit to be carried on any activity which is illegal;

5.1.2 cause a nuisance or disturbance to neighbors of the Premises;

5.1.3 assign or sublet the Premises to another person or persons;

5.1.4 commit, cause or permit any nuisance or any waste or injury to or in or about the Premises

5.1.5 use or permit the use of any portion of the Premises for any dangerous, illegal, noxious, odorous or offensive trade, business or occurrence or other use contrary to any federal, provincial or municipal law;

5.1.6 do, omit to do or permit to be done anything which will cause or shall have the effect of causing the cost of the Landlord's insurance in respect of the Premises to be increased.

5.2 The Lessee shall ensure that all of its employees, volunteers, guests, visitors or customers conduct themselves in an orderly and reasonable manner so as not to disturb the operational duties of the City and its employees or the clientele of City Hall.

6. **CARE OF PREMISES**

6.1 The Lessee shall keep the Premises in an orderly, clean and sanitary condition to the reasonable satisfaction of the Lessor.

6.2 The Lessor shall perform regular building inspections for the Premises and will perform repairs and maintenance on the Premises as deemed necessary by the Lessor.

6.3 The Lessee shall promptly notify the City of any building problems which, if not corrected, could become a detriment to the facility or a hazard to the occupants.

## **7. INSURANCE**

- 7.1 It shall be the responsibility of the Lessee to:
  - 7.1.1 insure the Lessee's property on the Premises against damage or loss to such property caused by fire, theft and any other perils which cause such damage or loss;
  - 7.1.2 obtain and carry general comprehensive liability insurance of a minimum of \$2,000,000.00 coverage naming the City and its officers, employees, agents and volunteers as an additional insured and loss payee.
- 7.2 Provide a copy of Certificate of Insurance to the Lessor.

## **8. INDEMNITY**

- 8.1 The Lessee hereby waives and releases the Lessor from any liability for damage or loss to and any persons or property which occurs in connection with the Premises, the building and its grounds. The Lessor shall not be responsible for any loss of the Lessee's property in the premises or stored in the building.
- 8.2 The Lessee hereby indemnifies and saves harmless the Lessor for and in relation to any and all loss or damage caused by the Lessee or the Lessee's guests or invitees, through neglect, misuse or carelessness and the Lessee shall indemnify and save harmless the Lessor for and from all actions, causes of action, or claims for damage or injury of any nature, kind and description whatsoever, arising out of or in connection with Lessee's occupation of the premises, or the facilities and grounds located in, upon or associated with the Premises.
- 8.3 The Lessee shall indemnify and save harmless the Lessor from any and all claims for damages which may result to any person or property as a result of the existence of any of the Lessee's signs.

## **9. SURRENDER OF PREMISES**

- 9.1 At the termination of the Lease, the Lessee shall surrender the premises in substantially the same condition as they were at the commencement of the term of the lease. The only exception shall be reasonable wear and tear and any alterations to the Premises approved in writing by the Lessor.
- 9.2 The Lessee shall return all keys for the Property within 48 hours of termination of the Lease. Any keys not returned within 48 hours shall be subject to a charge of \$50 per key.
- 9.3 The Lessee shall remove any signs that shall make any damage occasioned by the installation and/or removal of any signs.

## **10. ALTERATIONS**

- 10.1 The Lessee shall not make any alterations, additions or improvements to the Premises without the prior written consent of the Lessor.

10.2 Any approved alterations, additions, or improvements shall:

10.2.1 be paid for by the Lessee;

10.2.2 become the property of the Lessor without any compensation or indemnity being allowed to the Lessee.

11. **SIGNS**

11.1 The Lessee may, at its expense erect, place and maintain a maximum of two (2) exterior signs in its distinctive colours and interior signage with the prior written consent of the Lessor.

11.2 After obtaining the written consent of the Lessor, the Lessee shall apply to the City for any permit required for the sign. Nothing in this Agreement shall constitute a City permit.

12. **PARKING**

12.1 The Lessor agrees to provide the Lessee access to the parking area of the building in which the Premises is located.

13. **VISITS AND INSPECTIONS**

13.1 The Lessee will permit the Lessor, its servants or agents, and all persons having written authority from the Lessor to visit and inspect the Premises at all reasonable times.

14. **NON-SMOKING POLICY**

14.1 The Lessee and Lessor will ensure that the Premises and indoor public areas of the building will remain totally free of tobacco product smoke as per City Bylaw #050-PL-98.

15. **SAFETY**

15.1 The Lessee shall establish a safety policy and follow all health and safety legislation.

16. **APPLICABLE LAW**

16.1 This Lease and terms herein, shall be in accordance with, and governed by, the Laws of the Province of Alberta.

17. **TERMINATION**

17.1 The parties hereto agree that either party may terminate this Lease at any time by providing notice of such termination in writing to the other party at least sixty (60) days prior to the intended date of termination.

17.2 It is agreed that failure on the part of the Lessee to conform in whole or in part of any of the conditions provided in this Lease will entitle the Lessor, if it so chooses, to terminate the present lease and to obtain possession of the Premises.

18. **NOTICES**

- 18.1 Any notice required or permitted to be given hereunder shall be in writing and shall be addressed to the representative of each party at the address below:

City of Cold Lake  
5513 – 48<sup>th</sup> Avenue  
Cold Lake, AB T9M 1A1  
Attention: General Manager of Corporate Services

Cold Lake Public Library  
5513B – 48<sup>th</sup> Avenue  
Cold Lake, AB T9M 1X9

- 18.1 Any such notice shall be deemed to have been received on the fifth (5<sup>th</sup>) business day following the date of mailing.

19. **ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS:**

- 19.1 Each of the parties agree that it fully understands the terms of this agreement and accepts the provisions of this agreement voluntarily, acting wholly upon its own judgement, belief and knowledge and that it has not been influenced in entering into this Lease by any act, statement or representation of any party to this agreement.

**IN WITNESS WHEREOF** the parties herein under proper authorization, hereby duly execute this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF COLD LAKE**

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

Print name: \_\_\_\_\_

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

Print name: \_\_\_\_\_

**COLD LAKE PUBLIC LIBRARY**

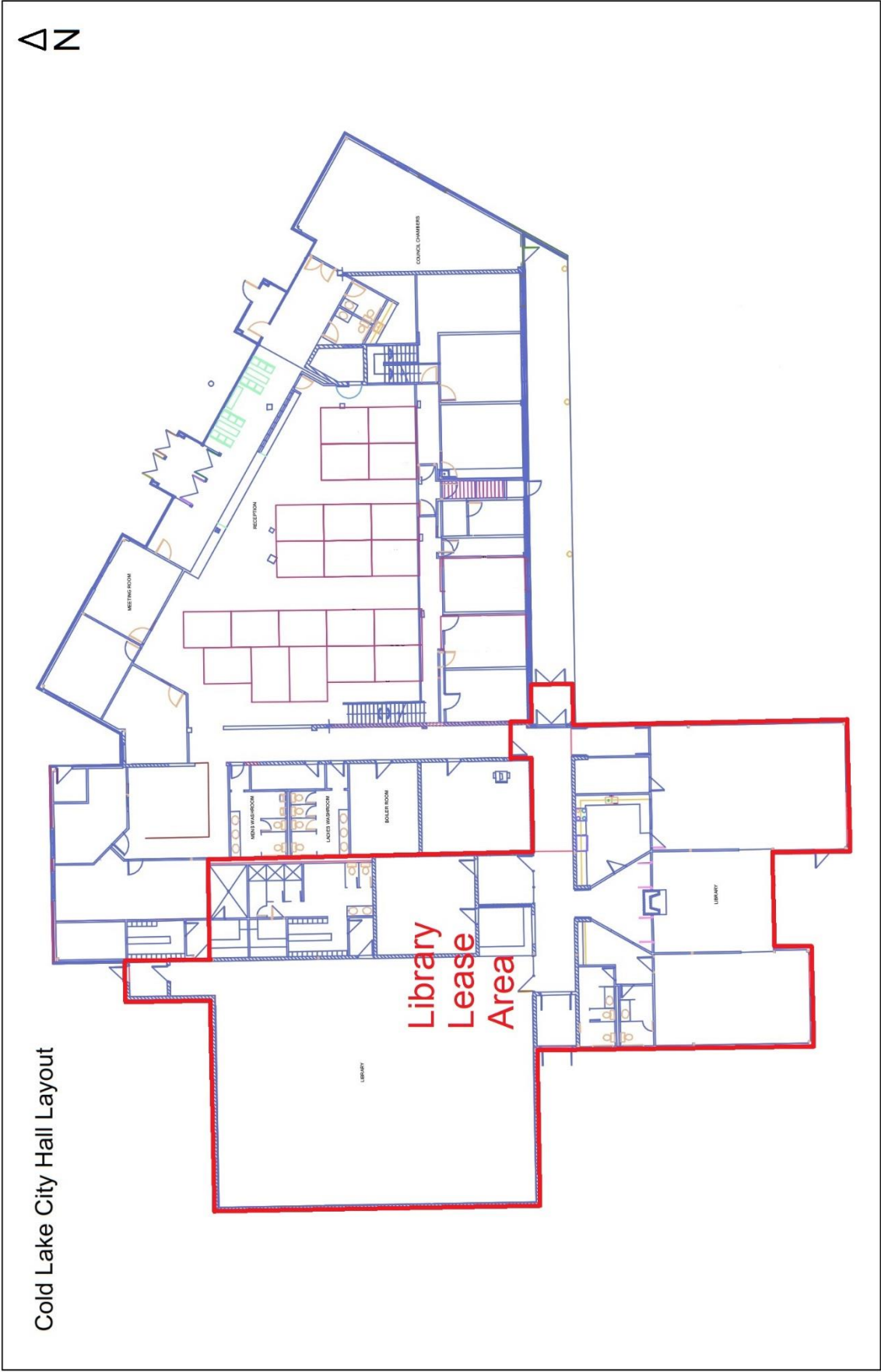
Per: \_\_\_\_\_

Print name: \_\_\_\_\_

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

Print name: \_\_\_\_\_

Schedule 'A'- Library Lease Area



## Schedule 'B' – Reading Garden Area

