

SUMMER VILLAGE OF NAKAMUN PARK

AGENDA

Tuesday January 21, 2025 – at Wildwillow Enterprises Inc. Main Office (2317 Township Road 545, Lac Ste. Anne County, Alberta, T0E 1V0, East End Fire Hall of LSAC) - 2:00 P.M.

1. Call to Order:
 - a) Land Acknowledgement:
The Summer Village of Nakamun Park acknowledges that we are meeting on Treaty 6 Territory and on the homelands of the Metis Nation. We acknowledge all indigenous peoples who have walked these land for centuries, and where wrongs have been done, we dedicate our efforts to moving forward in a renewed spirit of reconciliation and collaboration with our indigenous stakeholders, friends, and neighbours so that the mistakes of the past are never repeated in the future.

2. Agenda: (1-2)
 - a) Tuesday January 21st, 2025 Regular Meeting Agenda

3. Minutes: (3-6)
 - a) Tuesday December 17th 2024 Regular Meeting Minutes
 - b)

4. Appointment:
 - a) N/A

5. Bylaws/Policies:
 - a) N/A

6. Business: (7-11)
 - a) Emerging Trends in Municipal Law, 2025 Seminar – RFD 2025-1 is attached for consideration.
 - (12-13) b) Seniuk and Marcato CPA, Audit Fee Proposal (2024-2028) – RFD 2025-2 is attached, including the proposal letter/quote letter.
 - (14-26) c) Property Sale, Tax Recovery Process Next Steps, Realtor Engagement – RFD 2025-3 is attached for review.
 - d) Other
 - e) Other

7. Financial
 - a) Income and Expense Statement – Dec. 31, 2024 Income and Expenses Report (to be circulated during the meeting for review by Council)

8. Councillor Reports
 - a) Mayor
 - b) Deputy Mayor
 - c) Councillor

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9. Administration Reports

- a) CAO:
 - a. Update on CPO Services
 - b. Update on Fire Services Agreement, Matters
 - c. Strategic Planning and Budget 2025, Process
 - d. Audit 2025
 - e. Election 2025, new Requirements for Training Pre-and Post Election.
 - f. LUB Survey Progress, Issues, Questions

10. Information and Correspondence

(27)

- a) Government of Alberta, Municipal Affairs – Councillor Orientation and Changes to Municipal Government Act.

11. Closed Meeting

- a) N/A

12. Next Meeting Date

- a) Schedule the next regular council meeting for January 21st, 2025, or some other date/time.

13. Adjournment

Upcoming Meetings:

February 18th, 2025 – Regular Meeting (proposed)
March 1st, 2025 – SVLSACE (Proposed, Feb. 22nd, 2024 Alt.)
March 18th, 2025 – Regular Council Meeting (proposed)
April 15th, 2025 – Regular Council Meeting (proposed)
May 9th, 2025 – Regional Munis Meeting (Alberta Beach Seniors)

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MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON TUESDAY DECEMBER 17, 2024 AT 2:00 P.M. AT THE WILDWILLOW ENTERPRISES INC.MAIN OFFICE.

	PRESENT	<p>Mayor: Keith Pederson Deputy Mayor: Marge Hanssen Councillor: Robert Charter</p> <p>Administration: Dwight Moskalyk, CAO</p> <p>Appointments: N/A Absent: N/A</p> <p>Public Works: N/A Public at Large: N/A</p>
1.	CALL TO ORDER	Mayor Pederson called the meeting to order at 2:00pm
2.	AGENDA 201-24	<p>MOVED by Deputy Mayor Hanssen that the agenda for the Tuesday December 17th, 2024 regular meeting of council be approved, with the following additions:</p> <ul style="list-style-type: none"> i) Business 6(c) – Community Peace Officer Services Post-2024. ii) Business Item 6(d) – Appointment of Deputy Director of Emergency Management. <p style="text-align: right;">CARRIED.</p>
3.	MINUTES 202-24	<p>MOVED by Mayor Pederson that the minutes for the Tuesday November 19th, 2024 regular meeting of council be approved, as presented.</p> <p style="text-align: right;">CARRIED.</p>
4.	APPOINTMENT	N/A
5.	BYLAW	N/A
6.	BUSINESS 203-24	<p>MOVED by Deputy Mayor Hanssen that Council approves the Land Use Bylaw #2022-4 Follow-Up Survey Draft #3, as amended, and authorizes administration to proceed with the engagement plan for same, including a new website tab, electronic survey on the website, paper survey on request to the administration office, and a mailout notice to be</p>

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK,
 IN THE PROVINCE OF ALBERTA, HELD ON TUESDAY DECEMBER 17, 2024 AT 2:00 P.M. AT THE
 WILDWILLOW ENTERPRISES INC. MAIN OFFICE.

		<p>issued on or before January 10th, 2025, pending resumption of postal services, and a revised survey closing date of February 15th, 2025.</p> <p style="text-align: right;">CARRIED.</p>
	204-24	<p>MOVED by Deputy Mayor Hanssen that Council appoints Angela Duncan as Returning Officer for the 2025 General Municipal Election for Summer Village of Nakamun Park, and that Dwight Moskalyk be assigned as Substitute Returning Officer for same, with election services provided through the Wildwillow Enterprises Inc. Administration Contract.</p> <p style="text-align: right;">CARRIED.</p>
	205-24	<p>MOVED by Deputy Mayor Hanssen that Council establishes Election Day for the 2025 General Municipal Elections as Saturday August 9, 2025, from 10 a.m. through 7 p.m., hosted at the Public Works Shop in Nakamun Park.</p> <p style="text-align: right;">CARRIED.</p>
	206-24	<p>MOVED by Councillor Charter that Council confirms that the resulting Nomination Day for the 2025 General Municipal Elections will be Saturday July 12, 2025, from 10 a.m. through 12 noon, hosted at the Public Works Shop in Nakamun Park.</p> <p style="text-align: right;">CARRIED.</p>
	207-24	<p>MOVED by Deputy Mayor Hanssen that Council endorses holding a single Advance Poll for the 2025 General Municipal Elections on Saturday August 2, 2025, from 10 a.m. until 2 p.m., hosted at the Public Works Shop in Nakamun Park, AND THAT Council forgoes the use or provision of Special Ballots for the 2025 election cycle.</p> <p style="text-align: right;">CARRIED.</p>
	208-24	<p>MOVED by Mayor Pederson that Council establishes that all required election related notices for the 2025 General Municipal Elections shall be provided via mailout to all property owners, supplemented by notices on community bulletin boards, community newsletters, and via the website and electronic notification system.</p> <p style="text-align: right;">CARRIED.</p>
	209-24	<p>MOVED by Deputy Mayor Hanssen that Council approves the mutual release of the Town of Mayerthorpe and the Summer Village of Nakamun Park from the existing Community Peace Officer Agreement, with an effective notice date of October 26th, 2024 and effective termination date of December 31st, 2024, AND THAT Council agree in principle to the engagement of Lac Ste Anne County for Bylaw and Enforcement Services pending finalization and approval of the agreement, on same or similar terms as proposed in the presented draft agreement.</p> <p style="text-align: right;">CARRIED.</p>

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON TUESDAY DECEMBER 17, 2024 AT 2:00 P.M. AT THE WILDWILLOW ENTERPRISES INC.MAIN OFFICE.

	<p>Mayor Pederson Exited the Meeting (3:30 p.m.)</p> <p>210-24</p> <p>Mayor Pederson Returned to the Meeting (3:39 p.m.)</p>	<p>Mayor Pederson declared a pecuniary interest in the discussion of business item 6(d), recused himself from the discussion and exited the meeting at 3:30 p.m.</p> <p>Deputy Mayor Hanssen assumed the chair.</p> <p>MOVED by Deputy Mayor Hanssen that Council appoint Marlace Pederson as Deputy Director of Emergency Management for the Summer Village of Nakamun Park, effective January 1st, 2025, and authorize administration to conclude the engagement as discussed based on casual contract employment and remuneration consistent with council meeting and expense rates, on a two year term. CARRIED.</p> <p>Mayor Pederson returned to the meeting at 3:39 p.m. and assumed the chair.</p>
7.	FINANCIAL	N/A
8.	COUNCIL REPORTS 211-24	<p>MOVED by Mayor Pederson that Council accept the Council Reports for information, as presented. CARRIED.</p>
9.	ADMINISTRATION /PUBLIC WORKS REPORTS 212-24	<p>MOVED by Deputy Mayor Hanssen that Council accept the Administration and Public Works reports for information, as presented. CARRIED.</p>
10	INFORMATION / CORRESPONDENCE 213-24	<p>MOVED by Councillor Charter that the following information and correspondence items be accepted as information:</p> <ul style="list-style-type: none"> a) Lac Ste. Anne Foundation – Dec. 4th, 2024 Letter Re: 2025 Requisition Amount. b) Fire Rescue International – Media News Release, November 24, 2024 regarding a fire response in Sunset Point. c) ATB Financial – November 8th, 2024 Letter advising of Operating Account tiers interest rates for Public Sector clients (changing from 3 to 5 ties). You will see the note from our agent

MINUTES OF THE REGULAR MEETING OF COUNCIL OF THE SUMMER VILLAGE OF NAKAMUN PARK, IN THE PROVINCE OF ALBERTA, HELD ON TUESDAY DECEMBER 17, 2024 AT 2:00 P.M. AT THE WILDWILLOW ENTERPRISES INC.MAIN OFFICE.

		suggesting there is not major impact expected to the Summer Village due to this change (same tier, same rate). CARRIED.
11.	CLOSED MEETING	N/A
12.	NEXT MEETING 214-24	MOVED by Deputy Mayor Hanssen that the next regularly scheduled meeting be held on Tuesday January 21st, 2025 at 2:00 p.m. CARRIED.
13.	ADJOURNMENT	Mayor Pederson declared the meeting adjourned at 4:07 p.m.

Mayor Keith Pederson

Chief Administrative Officer Dwight Moskalyk

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Summer Village of Nakamun Park Request For Decision - (RFD) 2025-1

Meeting:	Regular Council
Meeting Date:	January 21st, 2025
Originated By:	Dwight Moskalyk, Chief Administrative Officer
Title:	Emerging Trending in Municipal Law Seminar, 2025
Agenda Item Number:	6(a) – Regular Business

BACKGROUND/PROPOSAL:

Brownlee LLP is one of the preeminent legal firms in the province, and they often support municipalities on a range of issues and legal processes specific to local authority operations. Every year, Brownlee LLP hosts a set of seminars addressing topics that have a specific interest to municipalities – emerging trends – that councillors and administrations should be aware of.

The 2025 Emerging Trends in Municipal Law Seminar (Edmonton Conference) is being hosted on February 13, 2025 at the Expo Centre (\$208/person, or \$149/person if virtually attending).

SVNP has not directly sent representation to this seminar in several years, as the topics have tended to focus on issues out-of-scope for smaller communities in recent years. Looking at the topics for this year however, there are some discussions that might be of interest.

A copy of the registration invite email is attached, including a list of discussion topics, and additional details can be found online.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

In reviewing the listed topics, I can think of the discussion on “Managing Municipal Lands” as being one of interest. It will likely speak to liabilities and obligations of public assets and infrastructure, sharing space within the community, and ensuring use of lands is consistent with municipal bylaws and public utility goals. I would also anticipate a general discussion on how to protect (insure and secure) lands obtained by the municipality (tax sale, etc.) and obligations to consider when disposing of same.

The topics on FOIP Act, Procurement and Tendering, and Employment Matters are also always interesting as the interpretation changes as legislation and case law evolves, and some of these are particularly relevant to Nakamun Park given our operations (public engagement activities, employment and public works, and project activities), whereas other municipalities our size might not find these discussions as relevant within their limited operations.

COSTS/SOURCE OF FUNDING (if applicable):

Costs would come out of the 2025 operating budget. If you attend in person, there would also be travel costs and, if approved, hotel costs to consider. In person attendance is \$208/person, while virtual attendance is \$149/person.

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RECOMMENDED ACTION:

1. That Council authorised the attendance of _____ (Council, Councillors X,Y,Z, and/or CAO Moskalyk) to attend the 2025 Emerging Trends in Municipal Law Seminar in Edmonton on February 13, 2025 (in person or virtually).

2.

Initials show support – Reviewed By: **CAO: D. Moskalyk**

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Date Mon, 13 Jan, 25 2:07:42PM
From Moyo, Nicole
nmoyo@brownleelaw.com
To ddm@kronprinzconsulting.ca
ddm@kronprinzconsulting.ca
Subject Emerging Trends Is Less Than A Month Away!

EMERGING TRENDS IN MUNICIPAL LAW



Hello,

With 2024 behind us, it's clear that municipalities are navigating a higher-than-usual volume of legislative changes. Many of these updates carry legal and operational implications, requiring careful review and strategic planning.

At *Emerging Trends in Municipal Law 2025*, our team of experienced lawyers will share actionable insights and guidance to help you address these challenges head-on. Drawing from firsthand experience and deep understanding of the municipal sector, we've curated sessions designed to provide clarity and practical strategies for today's complex legal environment.

This year's seminar features timely and critical topics, tailored to help elected officials and administrative leaders confidently navigate the shifts we've seen, such as:

- FOIP Act Update
- 90 New Schools by 2031
- Procurement/Tendering Obligations
- Managing Municipal Lands
- Hire Letters and Termination Clauses
- Case Law and Legislative Updates

EVENT DETAILS

TICKETS
In-Person \$208 Virtual \$149 (Edmonton Only)

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<p style="text-align: center;">CALGARY</p> <p style="text-align: center;">Sheraton Cavalier Calgary 2620 32 Ave, Calgary</p> <p style="text-align: center;">Thursday, February 6, 2025 7:45 am – 4:30 pm</p> <p style="text-align: center;">In-person only</p>	<p style="text-align: center;">EDMONTON</p> <p style="text-align: center;">Edmonton Expo Centre 7515 – 118 Ave. NW, Edmonton</p> <p style="text-align: center;">Thursday, February 13, 2025 7:45 am – 4:30 pm</p> <p style="text-align: center;">In-person Virtual</p>
<p style="text-align: center;">REGISTER NOW Feb. 6th 2025</p>	<p style="text-align: center;">REGISTER NOW Feb. 13th 2025</p>

For more information about the event (locations, hotels, topics, etc.), please



If you have any questions, please contact Nicole Moyo at nmoyo@brownleelaw.com.

This event is by invitation only.

We hope you can join us!



This message is sent on behalf of the Brownlee Municipal Practice Area.

You are receiving this correspondence because you have previously attended Emerging Trends in Municipal Law, or because you or your employer has utilized or expressed interest in utilizing our services.

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Connect with us:

Edmonton:	Calgary:	Vancouver:	Regina:
2200 Commerce Place 10155 102 St. NW Edmonton, AB T5J 4G8 (780) 497-4800 Toll Free: 1-800-661-9069	1500 Watermark Tower 530 – 8 Ave. SW Calgary, AB T2P 3S8 (403) 232-8300 Toll Free: 1-877-232-8303	1450 Toronto Dominion Tower 700 West Georgia St. Vancouver, BC V7Y 1K8 (604) 416-5100	7th Floor, Royal Bank Building 2010 – 11th Avenue Regina, SK S4P 0J3 TEL: (306) 271-2888

Website: BrownleeLaw.com

LinkedIn: [Brownlee LLP](#)

If you do not wish to receive information regarding upcoming Emerging Trends in Municipal Law sessions, [Unsubscribe here](#).

NICOLE MOYO | EVENTS ASSISTANT | BROWNLEE LLP



MARKETING

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We acknowledge the traditional territories of the Indigenous peoples of the Treaty 6 region and the Metis settlements and Metis Nation of Alberta, regions 2, 3 and 4. We respect the histories, languages and cultures of the First Nations, Metis, Inuit and all First Peoples of Canada, whose presence continues to enrich our community.

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Summer Village of Nakamun Park Request For Decision - (RFD) 2025-2

Meeting:	Regular Council
Meeting Date:	January 21, 2025
Originated By:	Dwight Moskalyk, Chief Administrative Officer
Title:	Seniuk and Marcato CPA, 2024 -2028 Audit Fee Proposal
Agenda Item Number:	6(b) – Regular Business

BACKGROUND/PROPOSAL:

Seniuk and Company (now Seniuk and Marcato, CPA) has been the municipalities accounting firm for the past decade, and administratively we have been extremely satisfied with their work on the annual audits and filing of the required FIRs (Financial Information Returns).

We have a master service agreement with Seniuk for the scope of service, but occasional amend the fee structure to reflect the passing of time/inflation, new requirements. As such, in 2025 we are being proposed the attached fee structure for the next five years (2024 – 2028 audits). All other expectation and obligations on the master agreement remain unchanged.

The November 14, 2024 proposal letter is attached for review.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

On review, the fee structure begins at \$4,050 for the 2024 audit (2025 fiscal year expense) and settles at \$4,550 for audit 2028 (a 2029 fiscal year expense). This is an average annual inflation of ~2.5%, and in real dollars an additional \$150/year. We find this to be a reasonable proposal and Seniuk has never had an issue keeping to the fee schedule, even when needing to adjust to notable new reporting requirements.

Of note the 2024 fee (\$4,050) is a similar increase over the 2023 fee (\$3,950), so basically this is amounting to a continuation of the same expected service at the same (inflation adjusted) cost.

COSTS/SOURCE OF FUNDING (if applicable):

The auditor's fee is covered under the admin block of the annual operating budget, and ultimately paid through municipal taxation/revenues.

RECOMMENDED ACTION:

1. That Council approve the Seniuk and Marcato CPA Proposal for Audit Fees 2024-2028 as presented and authorize administration execute and amendment to the service agreement for same, and to update the annual budget and operating plans to incorporate the new cost structure.

Initials show support – Reviewed By:

CAO: *D. Moskalyk*

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Seniuk & Company
Chartered Professional Accountants

November 14, 2024

Summer Village of Nakamun Park

RE: AUDIT FEE QUOTE 2024 – 2028

We appreciate the opportunity to provide with you a fee quote for an additional term.

We propose audit fees for the next five years commencing with the December 31, 2024 year-end as follows:

2024 - \$4,050

2025 - \$4,150

2026 - \$4,300

2027 - \$4,400

2028 - \$4,550

Please note, we have not charged in the past (or will in the future) for any consulting/queries from the Summer Village during the year for as long as the Summer Village remains our client.

If you have any questions regarding this proposal, please contact me any time.

Yours very truly,

Laura Marcato CPA, CA

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Summer Village of Nakamun Park Request For Decision - (RFD) 2025-3

Meeting:	Regular Council
Meeting Date:	January 21, 2025
Originated By:	Dwight Moskalyk, Chief Administrative Officer
Title:	Property Sale, Tax Recovery Process Next Steps, Realtor Engagement.
Agenda Item Number:	6(c) – Regular Business

BACKGROUND/PROPOSAL:

As Council will recall, the municipality took title to Lot 8, Block 15, Plan 0621661 via the tax recovery process last fall. At the October 2024 meeting, Council granted several authorizations to facilitate next steps in the disposal of the land (in order to complete the recovery of tax arrears). Included in these motions was direction to administration to find a suitable realtor and bring same back to Council.

The municipality is now the registered owner of the property, and we can discuss the lawful disposal of the lands with a realtor, so administration has reached out to our colleagues for suggestions. As tax recovery sales can be unique, a realtor familiar with the process and ways to protect the municipality during the sale and from future claims, is important.

At the top of our list is Frank VanDerBleek, an associate at Royal LePage (Noralta/Edmonton). From FranklyTheBest.ca:

"As a professional full time Realtor in the Edmonton area, I bring a life time of experience of living in this great city, a born and raised Edmontonian I have seen this city grow over the years into a thriving metropolises that offers all of it's residents a variety of activities and a huge range of housing options. An active agent with Royal LePage Noralta for the past 32 years I also bring a strong understanding of the residential & condominium market in the greater Edmonton area. I also cover the area west of Edmonton primarily the Lake Wabamum, Lake Isle & Lac Ste Anne Communities for recreational and year round homes around the lakes."

Frank has most recently assisted our offices with property tax sales in the Lake Isle communities, and we have been happy with the service.

DISCUSSION/OPTIONS/BENEFITS/DISADVANTAGES:

Frank is out of office until February 3rd, 2025 – but I have be in email communication with him to settle a few outstanding questions in my mind. He has some thoughtful advice on how to market this property (similar to a court ordered disposal/bank foreclosure, but with the added provision of buyer's allowance for due diligence/inspections which are not provided for in Court ordered sales). In this way the sale would be a "buy as is where is, with no guarantees or warranties, but with the right to inspect and have inspections done prior to making an offer."



Frank has forwarded the agreement required to engage him, through Royal LePage. Attached for review by Council are:

- 1) Exclusive Seller Representation Agreement
- 2) The Consumer Relationship Guide
- 3) The Country Residential Property Schedule

On review, I note nothing out of the ordinary. We will obtain a market analysis of the reasonable price for this property (not just the assessed value) and use that as the list price, and I recommend we commit to either a three month contract (with option to renew) or a 6 month contract (with option to renew), either beginning On February 15th, 2025.

As a related aside, I am aiming to get an development officer, safety codes officer, and – of warranted – an engineer’s inspection (for anything structural) arranged in short order. Once we have comments from these folks, we can discuss conditions that we might want to add to the sale (i.e. if it is in poor condition it might be a sale subject to demolition within a year, if it is not up to code the sale might be subject to remediation plan caveated to title, etc.).

For now I am asking for council’s authority to negotiate and execute the attached agreement to get a realtor in place and prepare the listing ahead of Spring/Summer 2025.

COSTS/SOURCE OF FUNDING (if applicable):

Cost’s associated with the sale of the property will be attached to the tax roll, and recovered through the sale proceeds in addition to the tax arrears owed, including sales commission.

RECOMMENDED ACTION:

1. That Council approve the engagement of Frank VanDerBleek, of Royal Lepage – Noralta, as realtor for the marketing and seller representation of the sale of Lot 8, Block 15, Plan 0621661 in the Summer Village of Nakamun Park, and authorize CAO Moskalyk to finalize the agreement as discussed and execute same.

Initials show support – Reviewed By: **CAO: D. Moskalyk**

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EXCLUSIVE SELLER REPRESENTATION AGREEMENT

An Agreement to Exclusively Represent a Seller (For Use in Designated Agency Brokerages)

THE BROKERAGE (WE) Between and THE SELLER (YOU)

Name Name Name Name

1. THE PROPERTY

1.1 The land and buildings at (municipal address): including the following goods not attached to the land and buildings:

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

Legal Description (to be used for non-condominium and non-country residential properties only):

Plan Block Lot

Legal descriptions for condominium and country residential properties must be put in a property specific schedule. Indicate the applicable schedule below, complete and attach it. Other schedules may be required. Additional schedules must be listed in clause 18.1.

- Condominium Property Schedule
Country Residential Property Schedule

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

2. OUR AGENCY RELATIONSHIP

2.1 You give us the exclusive right to offer the property for sale. We appoint (the designated agent) to serve as sole agent for you. This agreement creates a sole agency relationship with the designated agent, as the Real Estate Council of Alberta's Consumer Relationships Guide (Guide) explains. That means you cannot appoint anyone else as your agent or representative during this agreement. However, we may represent buyers and other sellers.
2.2 If the designated agent is no longer registered with us and at your request, we will appoint another designated agent to serve as sole agent for you or this agreement ends.
2.3 The designated agent's knowledge will not be attributed to us or to our designated agents representing buyers.
2.4 This agreement begins on , 20 at : .m. It ends on , 20 at : .m.

3. OUR RESPONSIBILITIES

3.1 During this agreement we must:
(a) be impartial in our dealings with you and other buyers represented by us interested in the property.
(b) make sure the designated agent that represents you meets our applicable policies and procedures.
(c) supervise the designated agent and support staff to make sure their responsibilities are met.
(d) hold money we receive in trust, as the Real Estate Act requires.
(e) give you a copy of this agreement as soon as possible after signing.

4. THE DESIGNATED AGENT'S RESPONSIBILITIES



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- 4.1 The designated agent must meet their agency responsibilities to you in a timely manner.
- 4.2 In addition to the responsibilities described in the Guide, the designated agent must also:
 - (a) market the property, until the property is sold under this agreement, or this agreement ends.
 - (b) keep you informed of their marketing activities and any resulting transaction.
 - (c) tell any buyer interested in the property that they are your agent.
 - (d) tell buyers of all material latent defects affecting the property that they are aware of.
 - (e) help you negotiate favourable terms and conditions with a buyer.
 - (f) help you to prepare and comply with a contract to sell the property.
 - (g) present all offers and counteroffers to and from you, even when you have accepted a purchase contract. However, they need not seek additional offers while there is an unconditional purchase contract.
 - (h) tell you relevant facts about the transaction.

5. MLS® SYSTEM AND THE DESIGNATED AGENT'S OTHER SERVICES

- 5.1 The designated agent will advertise and market the property using the MLS® System. The MLS® System is a web-based service that allows seller representatives to list properties for sale and share information about those properties. All listings on the MLS® System must: (a) be for a minimum duration of 60 days; (b) provide compensation for cooperating brokers for the sale of the property; and (c) not exclude any licensed industry member from acting as a cooperating broker.
- 5.2 You request and the designated agent agrees to provide the following other services:
 - (a) to install a lock-box on the property to provide access to authorized persons. Yes No
 - (b) _____
 - (c) _____
 - (d) _____

6. YOUR RESPONSIBILITIES

- 6.1 During this agreement you must:
 - (a) provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within ten days of signing this agreement, unless the property is a conventional condominium. Not having this real property report may result in problems on closing or rescission of the purchase contract.
 - (b) insure the property and its contents against loss or damage due to causes normally insured against for similar properties, even if your property is vacant.
 - (c) communicate and cooperate with us.
 - (d) tell us if the property's condition, status or title changes.
 - (e) tell us about inquiries you make or receive about the sale of the property.
 - (f) determine whether the sale of the property is subject to GST.
 - (g) determine and tell us if you will have enough money left over after the sale of your property to cover payment of your mortgage balance (including any payout penalties) and any other obligations you must pay out with the sale money.
- 6.2 During this agreement and _____ days after this agreement ends, you must give us copies of any offers you make or receive for the sale of the property, unless you sign a seller representation agreement with another brokerage that begins after this agreement ends.

7. YOUR WARRANTIES AND REPRESENTATIONS

- 7.1 You warrant:
 - (a) you have authority to sell the property as described, including attached and unattached goods.
 - (b) no one else has a legal right to the attached and unattached goods.
 - (c) you have told us about all third party rights to the property that you know about.
 - (d) all information you give us is true to the best of your knowledge.
- 7.2 You warrant, to the best of your knowledge, the following are true:
 - (a) the land and buildings are currently being used according to municipal bylaws.
 - (b) the buildings and land improvements are entirely on the land and not on any easement, right-of-way, or neighbouring lands (unless there is a registered agreement on title).
 - (c) the location of the buildings or improvements meet municipal bylaws or regulations or the buildings and improvements are "non-conforming buildings" as defined in the *Municipal Government Act* (Alberta).
 - (d) the land and buildings are currently being used according to, and the location of the buildings and land improvements meet, the restrictive covenants on title (if any).
 - (e) you are not a non-resident of Canada under the *Income Tax Act* (Canada).

8. DOWER CONSENT

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- 8.1 The following questions must be answered if you are the only registered owner of the property:
- (a) Are you legally married? (includes a separated couple not yet legally divorced but does not include a couple in a common law relationship) Yes No
 - (b) Have you or your spouse resided on the property at any time since your marriage? Yes No

If you answered **yes** to both questions, your spouse will have to complete the Dower Consent and Acknowledgement and sign this agreement in the Signatures section – Non-Owner Spouse Signature (when dower rights apply).

9. CONFLICTS OF INTEREST

- 9.1 It is not a conflict of interest if the designated agent simply shows the property to a buyer they also represent.
- 9.2 A conflict of interest occurs when the designated agent acts as the sole agent for both you and the buyer. In that case, they must tell you there is a conflict and tell you and the buyer your options.
- 9.3 If there is a conflict, you and the buyer may agree to have the designated agent act as a transaction facilitator. In that case, they work for both sides to bring about a purchase and sale and do not act as sole agent for either of you.
- 9.4 If the designated agent, you or the buyer decide not to have them facilitate the transaction, they will act as the sole agent of the side which first signed a representation agreement with us, unless we all agree otherwise in writing.
- 9.5 If the designated agent does not continue to act as your sole agent, you may ask us to designate another agent from our brokerage, you may choose another brokerage, ask our designated agent to refer you to another brokerage, or have a customer relationship with the designated agent. If you are a customer, the designated agent's responsibilities are limited to those outlined in the Guide.

10. OUR FEE AND LIMITS ON PAYMENTS

10.1 Our fee is _____

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

10.2 We will offer _____

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

10.3 You must pay our fee if:

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

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

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

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

10.6 You do not pay our fee if you:

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

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

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

- 10.8 If the buyer does not complete a legally binding contract to buy the property and has no legal reason for not completing it, the buyer may forfeit the deposit. If the buyer forfeits the deposit you will pay us our fee or 50% of the forfeited deposit, whichever is less.
- 10.9 You agree that all of your interest in the land, buildings and attached goods may be encumbered for our benefit to secure payment of all money that you owe us under this agreement. We and you agree that we are entitled to encumber the land, buildings, and attached goods under the *Land Titles Act* (Alberta).
- 10.10 If we have to enforce any of our rights under this agreement and we are successful, you will pay us our reasonable enforcement costs including lawyer and client fees.
- 10.11 We must not accept any other fees including finder's fees, referral fees, bonuses or gifts directly or indirectly related to this agreement, unless we first tell you in writing everything relevant about the payment and you consent in writing to the payment.

11. PERSONAL AND CONFIDENTIAL INFORMATION

11.1 For the purposes of this agreement, "Listing Information" includes all information required for the listing of the property, including your personal and confidential information. This includes but is not limited to your name, property address, images and audio and video recordings of the property, listing, pricing and sales information, existence of conditional offers, the unconditional sale price, and date of sale of the property.

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- 11.2 You give your consent to us to collect, maintain, use and disclose the Listing Information, both now and at any time in the future, for the purposes of this agreement and for all uses set forth in this agreement including listing and marketing the property in any medium, including electronic media. You release us and our brokerage representatives from all claims and liability arising from these consented uses.
- 11.3 You consent to our collection, use, and disclosure of the Listing Information:
 - (a) in our databases and in any databases we choose to use, regardless of whether we operate or control the databases.
 - (b) for any business purpose, including making comparative analyses and sharing information with appraisers and other brokerages.
- 11.4 You acknowledge that we, our local real estate board, our provincial real estate association, and the listing services we use may:
 - (a) disclose the Listing Information to others authorized to use the listing service, like other brokers, appraisers, government departments, municipal organizations, and others.
 - (b) use the Listing Information to gather, keep, and publish statistics which may be used to conduct comparative market analyses.
 - (c) use the Listing Information to better list, market, and sell real estate.
- 11.5 We will not use or disclose your Listing Information except as set forth in clauses 11.2, 11.3, or 11.4, or as required by law.
- 11.6 We will not give you any confidential information we have because of a past or present agency relationship with someone else.

12. ONGOING OBLIGATIONS

- 12.1 Our duty under clauses 11.1 through 11.5 to keep your Listing Information confidential in accordance with the terms thereof continues after this agreement ends.

13. AUDIO AND VIDEO RECORDINGS AND PHOTOGRAPHY

- 13.1 You consent to showing the property, including virtual showings using photography or videography, and acknowledge that your personal or confidential information may be seen by prospective buyers, their representatives, service providers, and others as may be required to attend the property by the prospective buyers.
- 13.2 You release and hold us and our brokerage representatives harmless from all legal liability due to any alleged breaches of privacy arising from showings of the property, including virtual showings using photography or videography.
- 13.3 You acknowledge it is unlawful to record conversations of any persons attending your property without their written consent and to have active cameras located in or on your property where privacy would be reasonably expected.

14. INDEMNIFICATION

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

15. PROPERTY INFORMATION, NOTICES AND PERMITS

- 15.1 You are required by law to disclose material latent defects. These are known defects in the property that are not discoverable through a reasonable inspection and that may make the property dangerous or potentially dangerous to occupants or unfit for habitation. You may also be required to disclose defects that would be expensive to fix, government and local authority notices and lack of development permits.
 - (a) Are you aware of material latent defects in the property? Yes No
 - (b) Do you know of any defects that would be expensive to fix? Yes No
 - (c) Have you received any government or local authority notices? Yes No
 - (d) Do you know of any lack of permits for any development on the property? Yes No

If **yes** to any of the above, complete the Defect Disclosure Instruction Schedule.

16. ADDITIONAL TERMS (IF ANY)

17. EARLY END TO THIS AGREEMENT

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

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

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18. OTHER DETAILS ABOUT THIS AGREEMENT

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

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

19. SELLER ACKNOWLEDGEMENT

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

20. CONTACT INFORMATION

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

SELLER:

Name _____
 Address _____ (postal code)
 Phone _____ Fax _____
 Email _____

Name _____
 Address _____ (postal code)
 Phone _____ Fax _____
 Email _____

BROKERAGE:

Name _____
 Address _____ (postal code)
 Phone _____ Fax _____
 Email _____

BROKERAGE REPRESENTATIVE:

Name _____
 Address: c/o the Brokerage
 Phone _____ Fax _____
 Email _____

- 20.2 We and you may communicate and deliver documents and information to each other in person, by mail, or electronically. We and you acknowledge there are risks with each of these methods and we have explained these risks to you.
- 20.3 We and you agree that for our communication an electronic signature will have the same function as an ink signature and that any documents or information exchanged between us will be considered delivered when they are sent.

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SIGNATURES:

SIGNED AND DATED on _____, 20____.

Signature of Seller

Signature of Seller

Print Name of Seller

Print Name of Seller

Signature of Witness

Signature of Witness

Print Name of Witness

Print Name of Witness

Signature of Brokerage Representative

Print Name of Brokerage Representative





Seller: Initial here to show you have received a copy of this Agreement _____

Initials Dated at ____:____.m. on _____, 20____.

NON-OWNER SPOUSE SIGNATURE (when dower rights apply):

Signed and dated at _____, Alberta at ____:____.m. on _____, 20____.

Non-Owner Spouse Signature

Non-Owner Spouse Name (print)

Witness Signature

Witness Name (print)

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Consumer Relationships Guide

Real estate professionals have a regulatory requirement to present and discuss this Guide with you.

Understanding the legal relationship with your real estate professional

Buying or selling a property is probably one of the most important financial decisions you'll make. This Guide explains the different relationships you can have with a real estate professional. Each has its own legal meaning and responsibilities, so it's important to understand them. A real estate professional must give you this Guide and discuss it with you.

What this Guide explains

There are three kinds of relationships you can have with a real estate professional.

1. A real estate brokerage* can act as your agent. This is called a common law agency relationship and it includes all brokerage real estate professionals and staff.
2. An individual real estate professional can act as your agent. This is called a designated agency relationship.
3. You can be a customer to a real estate professional.

The Guide also explains what happens when the buyer and seller have the same agent.

*A brokerage is the organization your industry professional works for.

Choosing to have an agent (also called an agency relationship)

An agent is someone who acts on your behalf with your permission. If the agent is an individual, the agency relationship is between the individual and you. If the agent is a brokerage, the agency relationship is between the brokerage and you. When you appoint an agent, you'll be asked to sign a written agreement that explains both the agent's responsibilities and yours.

An agent's responsibilities to you

A sole agent acts for either the buyer or the seller in a trade or possible trade, and has a duty to protect that client's interests. In this relationship, the real estate professional has the highest level of legal responsibility to you. These responsibilities include:

1. **Undivided loyalty** The agent must act only in your best interests and put them above their own and those of other people. The agent must avoid conflicts of interest and must protect your negotiating position at all times.
2. **Confidentiality** The agent must keep information confidential, even after your relationship ends. Confidential information includes your personal information, information about the property, and information about the transaction (except information the law says must be disclosed or information you agree to disclose).
3. **Full disclosure** The agent must tell you, in writing, about the services they will provide. They must also tell you everything they know that might affect your relationship or influence your decision in a transaction, even if they don't think it's important. This includes any conflicts of interest, for example when they act (or are planning to act) on behalf of any other person in a transaction. The only information they can't give you is confidential information from another agency relationship.
4. **Obedience** The agent must obey all your lawful, reasonable, and ordinary instructions. If you insist on something unlawful, the agent must refuse and consider ending your relationship and the agreement.
5. **Reasonable care and skill** The agent must exercise reasonable care and skill in all their duties. They must meet the standard of a reasonable and competent member of the real estate industry.
6. **Full accounting** The agent must account for all money and property they receive while acting on your behalf. Everything a client puts in the care of an agent—for example, money, keys, or documents—is returned when the agreement ends.

Your responsibilities to the agent

You must:

- give the agent any information or facts that could affect the transaction or their ability to act as your agent.
- pay the fees you've agreed to pay your agent. Your written agreement will list these fees.
- pay the agent's expenses as outlined in your agreement.

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Having a customer relationship with your real estate professional

You can choose to represent yourself in a purchase or sale when a real estate professional represents the other party. In this case, you have a customer relationship with the real estate professional. They can't give you the services they give when acting as your agent, but they can help make the purchase or sale happen. For example, they may agree to give you statistics or the names of appraisers, mortgage brokers, or other service providers. They may also help you complete standard forms. When a real estate professional works with you as a customer, they have a responsibility to act honestly, use reasonable care and skill, and make sure any information they give is correct.

Conflicts of interest—what happens when the same agent represents the buyer and seller

In some cases, the same real estate professional or brokerage represents both the buyer and the seller. The people involved can decide to handle this several ways:

1. Either the buyer or the seller can get a different agent.
2. The buyer or the seller can stay with the same real estate professional, but in a customer relationship. The professional can give information and help without acting as an agent. See Having a customer relationship with your real estate professional.
3. The agent can help facilitate the transaction, without acting in the interest of either side. This means the professional has reduced agency responsibilities to the buyer and seller. All parties must understand and agree to this change of relationship in writing, before either side presents or accepts the initial offer on the property.

Working on the transaction, not for one side or the other

When the agent facilitates the transaction, their responsibilities are to:

- be impartial in dealing with both sides
- not give confidential advice, support only one side, or use judgment or discretion that benefits one side over the other
- give both sides real estate statistics and information, including comparable property information from listing services and local databases
- give you agreements of purchase and sale, lease, and other relevant documents, according to your instructions
- promptly give you all offers and counter-offers to and from the other side, even if there is already a contract to buy or sell the property
- pass on all information to you that the other side wants you to know
- keep you informed of progress
- do anything else to serve both sides, as long as the agreement with each side allows it

Making an informed choice about your relationships

Your real estate professional must explain the responsibilities and limits of these relationships to you. To review:

- A real estate brokerage can act as your agent.
- An individual real estate professional can act as your agent.
- You can be a customer to a real estate professional.
- In a conflict of interest when the buyer and seller have the same agent, a real estate professional can facilitate a transaction between two sides with their permission.

The Real Estate Council of Alberta
is the standards-setting, governing body for
real estate, mortgage brokerage, property
management and real estate appraisal
professionals.

Real Estate Council of Alberta
350, 4954 Richard Rd. SW
Calgary, AB T3E 6L1
1 (888) 425-2754
info@reca.ca
www.reca.ca

Signing that you've read and understood this Guide

I/we acknowledge I/we have read the Guide, discussed it with the real estate professional, and got satisfactory answers to my/our questions. I/we know I/we will be asked to sign documents about the type of relationship I/we choose with my/our real estate professional(s).

Signed on _____, 20____.

Consumer Print Name _____

Consumer Signature _____

Consumer Print Name _____

Consumer Signature _____

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EXCLUSIVE SELLER REPRESENTATION AGREEMENT COUNTRY RESIDENTIAL PROPERTY SCHEDULE

(For Use in Common Law and Designated Agency Brokerages)

1. THE PROPERTY

1.1 The property legally described as:

Plan: _	Block/Unit: _	Lot: _	Acres: _____
Subdivision Name: _____		Plan: _____	Unit Number: _____
W. of _ Meridian	Range: _____	Township: _____	Section: _____

or

Condominium Plan: _____	Unit: _____	Unit Factor: _____
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2. GST NOTICE

2.1 It is your responsibility to get expert advice. We are not experts in the area of GST and do not offer any advice on whether GST applies to this sale.

3. REAL PROPERTY REPORT

3.1 You must provide us with a real property report showing the current state of improvements on the property according to the Alberta Land Surveyors' Manual of Standard Practice, with evidence of municipal compliance or non-conformance, within 10 days of signing this agreement, unless the property is a conventional condominium.

4. DOCUMENTS AND INFORMATION

4.1 We need more information to sell your property. You must give us all documents and information listed below within 10 days of signing this agreement.

(a) Information:

- (i) Utilities, connections & equipment (i.e., charges for electrical service, water, roads and natural gas or other fuel service) are fully paid for and are not amortized. yes no
- (ii) Utility contracts for utility service providers are to be assumed by the Buyer. yes no
- (iii) Telephone line paid? yes amortized balance owing \$ _____
- (iv) Water rights registered? yes no Priority # _____
- (v) Water rights included with property? yes no not applicable
- (vi) Access to property: publicly owned privately owned with access by agreement
- (vii) Are there any surface rights contracts? yes no not applicable
- (viii) Are there any easements registered against the property title? yes no
 - gas line power line pipeline well
 - other _____
- (ix) Are there any existing lease agreements? yes no
- (x) Natural Gas available to the property? yes no
- (xi) Cellular coverage, broadband internet coverage? yes no
- (xii) Electrical service available onto the property? yes no
- (xiii) Cable service available onto the property? yes no
- (xiv) Fuel supply: natural gas propane/LPG electric none
 - other _____
- (xv) Septic system: tank & field holding tank (size: _____ gal) none
 - other (describe) _____
- (xvi) Water supply: drilled well cistern (size: _____ gal) municipal
 - community co-op other _____
- (xvii) You are providing the following well/water reports: fee: \$ _____
 - bacterial analysis yes (date _____) no
 - chemical analysis yes (date _____) no
 - flow test yes (date _____) no
 - driller's report yes (date _____) no



- (xviii) Fees for:
- water \$ _____
 - heat \$ _____
 - gas \$ _____
 - basic cable/digital/satellite \$ _____
- (xix) Any occupancy restrictions? yes no
- (xx) Any other relevant details _____

(b) Condominium:

If your property is a condominium, the following documents are also necessary:

- (i) an information statement provided by the condominium corporation under section 20.52(1)(a) of the Condominium Property Regulation (Alberta)
- (ii) the particulars or a copy of any subsisting:
 1. management agreement and
 2. recreational agreement
- (iii) the particulars respecting any post tensioned cables that are located anywhere on or within the property that is included in the condominium plan (if not already addressed in the information statement)
- (iv) copies of the following, to the extent that they exist:
 1. the most recent budget of the condominium corporation
 2. the most recent annual financial statements of the condominium corporation
 3. the bylaws of the condominium corporation as registered at the Land Titles Office, or if the statutory bylaws apply, a copy of the statutory bylaws
 4. approved minutes of general meetings of the condominium corporation, held within the last 12 months
 5. if available, draft minutes of the latest general meeting of the condominium corporation, if approved minutes are not available
 6. approved minutes of condominium corporation board meetings held within the last 12 months
 7. any separate lease agreement or other exclusive possession agreement benefitting the seller of the property, including agreements allowing the seller to use a parking stall or storage unit
 8. a statement from the condominium corporation setting out the criteria used to determine unit factor allocation (if not already addressed in the information statement)
- (v) any consolidation of the rules (policies/procedures) made by the condominium corporation which may be available under section 32.1 of the Act
- (vi) copies of reports prepared for the condominium corporation by professionals since the date of the most recent reserve fund study, including professional engineers but excluding reports requested and obtained by the corporation's legal counsel in relation to actual or contemplated litigation
- (vii) a current insurance certificate for insurance held by the condominium corporation
- (viii) the current standard insurable unit description for the residential units or classes of residential units
- (ix) the current reserve fund plan, the current reserve fund report, and annual reports prepared since the date of the current reserve fund plan
- (x) other:

Please Note: Your failure to provide the information and documents can result in complications with the completion of the sale, including legal or financial penalties to you or rescission of the purchase contract.

Seller's Initials _____



Councillor Orientation

Changes to the *Municipal Government Act (MGA)*

This fact sheet has been developed as an explanatory resource. It is not legal advice and cannot be used in place of consulting with a lawyer.

What changed?

Municipalities are required to offer orientation training and each councillor is now required to attend orientation training offered by the municipality. Previously, the municipality was only required to offer training to councillors.

What topics must be covered in the training?

The topics that must be covered are broken into two parts.

The topics in the **first group** are:

- role of municipalities in Alberta;
- municipal organization and function;
- roles and responsibilities of council and councillors;
- the municipality's code of conduct; and
- roles and responsibilities of the chief administrative officer and staff.

The topics in the **second group** are:

- key municipal plans, policies and projects;
- budgeting and financial administration;
- public participation; and
- any other topic prescribed by the regulations.

What are the timelines for the training?

Training on the **first group** of topics must be held prior to or on the same day as the organizational meeting following a general election. In the case of a by-election, training on the first group of topics must be held on or before the day the councillor takes the oath of office.

Training on the **second group** of topics must be held prior to or on the same day as the first regularly scheduled council meeting, or in the case of a councillor elected via by-election, within 90 days after that councillor takes the oath of office.

For the second group of topics, council has the authority to extend the time for this training, by resolution, by up to 90 days.

Who is impacted by the change?

Councillors and municipal staff are both impacted by changes to councillor orientation requirements. Councillors are required to attend the training and administrative staff will have to ensure training materials are available and delivered with these timelines in mind.

Who can I contact for more information?

If you have questions about new councillor orientation requirements, please contact municipal advisory at 780-427-2225 (Toll-free by dialing 310-0000 first) or via email at: ma.advisory@gov.ab.ca.

Where can I find additional resources?

- The ministry will develop a further resource on this topic and notify municipalities when the training is available.
- The *MGA*, available on the King's Printer: https://kings-printer.alberta.ca/1266.cfm?page=m26.cfm&leg_type=Acts&isbncln=9780779846009
- Bill 20: Legislative Assembly of Alberta: <https://www.assembly.ab.ca/assembly-business/bills/bill?billinfoid=12039&from=bills>

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