The Alberta Gazette

Part I

Vol. 109 Edmonton, Monday, September 30, 2013 No. 18

PROCLAMATION

[GREAT SEAL]
CANADA
PROVINCE OF ALBERTA Donald S. Ethell, *Lieutenant Governor.*

ELIZABETH THE SECOND, by the Grace of God, of the United Kingdom, Canada, and Her Other Realms and Territories, **QUEEN**, Head of the Commonwealth, Defender of the Faith

P R O C L A M A T I O N

To all to Whom these Presents shall come

G R E E T I N G

Gregory Lepp, QC
Acting Deputy Minister of Justice and
Acting Deputy Attorney General

WHEREAS section 2(16) of the Protection and Compliance Statutes Amendment Act, 2012 provides that subsections (2), (6), (7), (9)(b) and (10) come into force on Proclamation; and

WHEREAS it is expedient to proclaim section 2(2), (6), (7), (9)(b) and (10) of the Protection and Compliance Statutes Amendment Act, 2012 in force.

NOW KNOW YE THAT by and with the advice and consent of Our Executive Council of Our Province of Alberta, by virtue of the provisions of the said Act hereinbefore referred to and of all other power and authority whatsoever in Us vested in that behalf, We have ordered and declared and do hereby proclaim section 2(2), (6), (7), (9)(b) and (10) of the Protection and Compliance Statutes Amendment Act, 2012 in force on October 1, 2013.

IN TESTIMONY WHEREOF We have caused these Our Letters to be made Patent and the Great Seal of Our Province of Alberta to be hereunto affixed.

WITNESS: COLONEL (RETIRED) THE HONOURABLE DONALD S. ETHELL, Lieutenant Governor of Our Province of Alberta, in Our City of Edmonton in Our Province of Alberta, this 6th day of September in the Year of Our Lord Two Thousand Thirteen and in the Sixty-second Year of Our Reign.

BY COMMAND Jonathan Denis, *Provincial Secretary.*

PROCLAMATION

[GREAT SEAL]
CANADA
PROVINCE OF ALBERTA Donald S. Ethell, *Lieutenant Governor.*

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P R O C L A M A T I O N

To all to Whom these Presents shall come

G R E E T I N G

Gregory Lepp, QC
Acting Deputy Minister of Justice and
Acting Deputy Attorney General

WHEREAS section 2(8) of the Statutes Amendment Act, 2013 provides that that section comes into force on Proclamation; and

WHEREAS it is expedient to proclaim section 2 of the Statutes Amendment Act, 2013 in force.

NOW KNOW YE THAT by and with the advice and consent of Our Executive Council of Our Province of Alberta, by virtue of the provisions of the said Act hereinbefore referred to and of all other power and authority whatsoever in Us vested in that behalf, We have ordered and declared and do hereby proclaim section 2 of the Statutes Amendment Act, 2013 in force on September 9, 2013.

IN TESTIMONY WHEREOF We have caused these Our Letters to be made Patent and the Great Seal of Our Province of Alberta to be hereunto affixed.

WITNESS: COLONEL (RETIRED) THE HONOURABLE DONALD S. ETHELL, Lieutenant Governor of Our Province of Alberta, in Our City of Edmonton in Our Province of Alberta, this 6th day of September in the Year of Our Lord Two Thousand Thirteen and in the Sixty-second Year of Our Reign.

BY COMMAND Jonathan Denis, *Provincial Secretary.*

APPOINTMENTS

Appointment of Part-time Provincial Court Judge

(Provincial Court Act)

September 22, 2013
Honourable Judge A. Gail Vickery

The above appointment is for a term to expire in accordance with section 9.24(8)(b.1) of the Provincial Court Act.

Designation of Assistant Chief Judge, Northern Region

(Provincial Court Act)

September 9, 2013
Honourable Judge Morris Basil Golden

The above appointment is for a five-year term.

CHANGES OF NAME

Change of Name of Non-Presiding Justices of the Peace

(Justice of the Peace Act)

August 30, 2013
Campbell, Michelle Louise to Reagen, Michelle Louise
St. Arnault, Sylvie Murielle to Raymaakers, Sylvie Murielle

DEATHS

Death of Non-Presiding Justice of the Peace

(Justice of the Peace Act)

August 30, 2013
White, Daryl Allan of Brooks

RESIGNATIONS & RETIREMENTS

Retirement of Provincial Court Judge

(Provincial Court Act)

August 19, 2013
Honourable Judge Hugh Fowler Landerkin

Retirement of Supernumerary Provincial Court Judge

(Provincial Court Act)

September 1, 2013
Honourable Judge Harry Donald Gaede

TERMINATIONS

Terminations of Non-Presiding Justices of the Peace

(Justice of the Peace Act)

August 30, 2013
Devlin, Yolande Anita of Calgary
Ferbey, Barbara Ann of Edson
Nielsen, Diane Joan of Edmonton
Semeniuk, Raymond of Peace River

ORDERS IN COUNCIL

O.C. 258/2013

(Municipal Government Act)

Approved and ordered:
Donald S. Ethell
Lieutenant Governor. September 6, 2013

The Lieutenant Governor in Council orders that

(a) effective January 1, 2014, the land described in Appendix A and shown on the sketch in Appendix B is separated from Leduc County and annexed to the City of Leduc,

(b) any taxes owing to Leduc County at the end of December 31, 2013 in respect of the annexed land are transferred to and become payable to the City of Leduc together with any lawful penalties and costs levied in respect of those taxes and the City of Leduc upon collecting those taxes, penalties and costs must pay them to Leduc County,

(c) for the purposes of taxation in 2014,

(i) the assessor for Leduc County must assess the annexed land and the assessable improvements to it, and

(ii) the City of Leduc must tax the annexed land and the assessable improvements to it

in accordance with the Order in Appendix C,

(d) subject to clause (b), taxes payable in 2014 in respect of the annexed land and the assessable improvements to it are to be paid to and retained by the City of Leduc, and

(e) the assessor for the City of Leduc must assess, for the purposes of taxation in 2015 and subsequent years, the annexed land and the assessable improvements to it,

and makes the Order in Appendix C.

Alison Redford, Chair.

APPENDIX A

DETAILED DESCRIPTION OF THE LANDS SEPARATED FROM LEDUC COUNTY AND ANNEXED TO THE CITY OF LEDUC

PART ONE

ALL THAT PORTION OF THE WEST HALF OF SECTION THIRTY-THREE (33), TOWNSHIP FORTY-NINE (49), RANGE TWENTY-FIVE (25) WEST OF THE FOURTH MERIDIAN.

ALL THAT PORTION OF THE WEST HALF OF SECTION TWENTY-EIGHT (28), TOWNSHIP FORTY-NINE (49), RANGE TWENTY-FIVE (25) WEST OF THE FOURTH MERIDIAN.

ALL THAT PORTION OF THE NORTH HALF OF SECTION TWENTY-ONE (21), TOWNSHIP FORTY-NINE (49), RANGE TWENTY-FIVE (25) WEST OF THE FOURTH MERIDIAN.

ALL THAT PORTION OF THE NORTH HALF OF SECTION TWENTY-TWO (22), TOWNSHIP FORTY-NINE (49), RANGE TWENTY-FIVE (25) WEST OF THE FOURTH MERIDIAN AND EXTENDING EASTERLY TO THE CURRENT BOUNDARY OF THE CITY OF LEDUC.

ALL THAT LAND LYING TO THE EAST OF THE NORTHEAST QUARTER OF SECTION TWENTY-TWO (22), TOWNSHIP FORTY-NINE (49), RANGE TWENTY-FIVE (25) WEST OF THE FOURTH MERIDIAN AND EXTENDING EASTERLY TO THE CURRENT BOUNDARY OF THE CITY OF LEDUC.

THE NORTH-SOUTH ROAD ALLOWANCE ADJACENT TO THE WESTERN BOUNDARY OF SECTION THIRTY-THREE (33) , TOWNSHIP FORTY-NINE (49), RANGE TWENTY-FIVE (25) WEST OF THE FOURTH MERIDIAN.

THE NORTH-SOUTH ROAD ALLOWANCE ADJACENT TO THE WESTERN BOUNDARY OF SECTION TWENTY-EIGHT (28), TOWNSHIP FORTY-NINE (49), RANGE TWENTY-FIVE (25) WEST OF THE FOURTH MERIDIAN.

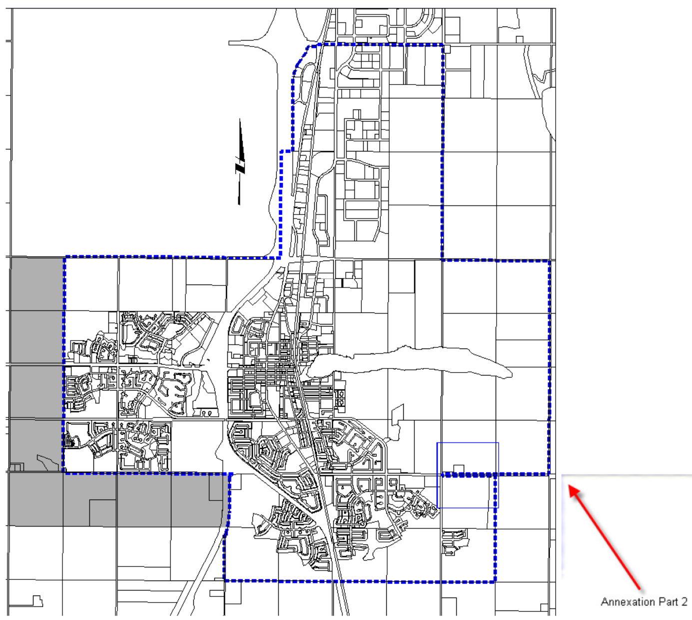
THE NORTH-SOUTH ROAD ALLOWANCE ADJACENT TO THE WESTERN BOUNDARY OF THE NORTHWEST QUARTER OF SECTION TWENTY-ONE (21), TOWNSHIP FORTY-NINE (49), RANGE TWENTY-FIVE (25) WEST OF THE FOURTH MERIDIAN.

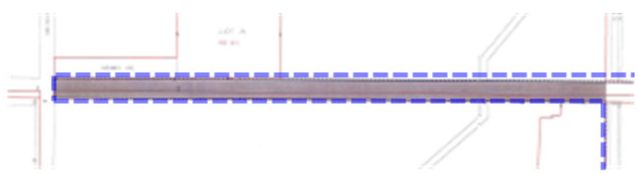
PART TWO

REGISTERED ROAD PLAN 904 NY AND ALL ROAD ALLOWANCES LYING BETWEEN THE SOUTHWEST QUARTER OF SECTION THIRTY (30), TOWNSHIP FORTY-NINE (49), RANGE TWENTY-FIVE (25) WEST OF THE FOURTH MERIDIAN AND THE NORTHWEST QUARTER OF SECTION NINETEEN (19), TOWNSHIP FORTY-NINE (49), RANGE TWENTY-FIVE (25) WEST OF THE FOURTH MERIDIAN.

APPENDIX B

A SKETCH SHOWING THE GENERAL LOCATION OF THE AREAS ANNEXED TO THE CITY OF LEDUC





Detail - Part 2

Legend

Existing City of Leduc Boundary

Annexation Area

APPENDIX C

ORDER

1 In this Order, "annexed land" means the land described in Appendix A and shown on the sketch in Appendix B.

2(1) For taxation purposes in 2014 and subsequent years up to and including December 31, 2028, the annexed land and the assessable improvements to it must be taxed by the City of Leduc using

(a) the municipal tax rate established by Leduc County, or

(b) the municipal tax rate established by the City of Leduc,

whichever is lower, for property of the same assessment class.

(2) For taxation purposes in 2015 and subsequent years up to and including December 31, 2028, the annexed land and the assessable improvements to it must be assessed by the City of Leduc on the same basis as if they had remained in Leduc County.

3 Where, in any taxation year, a portion of the annexed land

(a) becomes a new parcel of land created

(i) as a result of subdivision,

(ii) as a result of separation of title by registered plan of subdivision, or

(iii) by instrument or any other method that occurs at the request of or on behalf of the landowner,

(b) is redesignated, at the request of or on behalf of the landowner, under the City of Leduc's Land Use Bylaw to another designation, or

(c) is connected, at the request of or on behalf of the landowner, to the City of Leduc's water and sewer services,

section 2 ceases to apply at the end of that taxation year in respect of that portion of the annexed land and the assessable improvements to it.

4 After section 2 ceases to apply to the annexed land or a portion of it, the annexed land or portion and the assessable improvements to it must be assessed and taxed for the purposes of property taxes in the following year in the same manner as other property of the same assessment class in the City of Leduc is assessed and taxed.

5 The City of Leduc shall, no later than July 1, 2014, pay compensation to Leduc County in the amount of two hundred and twenty thousand dollars ($220,000).

GOVERNMENT NOTICES

Agriculture and Rural Development

Form 15

(Irrigation Districts Act)
(Section 88)

Notice to Irrigation Secretariat:
Change of Area of an Irrigation District

On behalf of the **Western Irrigation District**, I hereby request that the Irrigation Secretariat forward a certified copy of this notice to the Registrar for Land Titles for the purposes of registration under section 22 of the *Land Titles Act* and arrange for notice to be published in the Alberta Gazette.

The following parcels of land should be **removed** from the irrigation district and the notation removed from the certificate of title:

LINC Number	Short Legal Description as shown on title	Title Number
0027 214 254	9711956;1	131 197 071
0032 233 108	0710581;2;1	081 008 980
0033 130 162	0811322;1;2	131 198 610

I certify the procedures required under part 4 of the *Irrigation Districts Act* have been completed and the area of the **Western Irrigation District** should be changed according to the above list.

Rebecca Fast, *Office Administrator, Irrigation Secretariat.*

Energy

Declaration of Withdrawal from Unit Agreement

(Petroleum and Natural Gas Tenure Regulations)

The Minister of Energy on behalf of the Crown in Right of Alberta hereby declares and states that the Crown in right of Alberta has withdrawn as a party to the agreement entitled "Coutts Moulton A Unit No. 1" effective August 31, 2013.

Stacey Szeto, *for Minister of Energy.*

The Minister of Energy on behalf of the Crown in Right of Alberta hereby declares and states that the Crown in right of Alberta has withdrawn as a party to the agreement entitled "Twining South Unit" effective August 31, 2013.

Stacey Szeto, *for Minister of Energy.*

The Minister of Energy on behalf of the Crown in Right of Alberta hereby declares and states that the Crown in right of Alberta has withdrawn as a party to the agreement entitled "Wainwright Colony Sand Gas Unit No. 1" effective August 31, 2013.

Stacey Szeto, *for Minister of Energy.*

Production Allocation Unit Agreement

(Mines and Minerals Act)

Notice is hereby given, pursuant to section 102 of the Mines and Minerals Act, that the Minister of Energy on behalf of the Crown has executed counterparts of the agreement entitled "Production Allocation Unit Agreement – Mannville Lloydminster Agreement No. 4" and that the Unit became effective on March 1, 2013.

EXHIBIT "A" - PART I

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED

"Mannville Lloydminster Agreement No. 4"

Tract No.	Land Description (W4M)	Lease Number	Royalty Owner	Tract Participation (%)	Working Interest Owner	Share of Working Interest (%)	Share of Tract Participation (%)
1	Twp 50 Rge 9W4M Lsd 1 of Sec 34	23178	Crown	31.2%	Perpetual Energy Operating Corp.	100%	31.2%
2	Twp 50 Rge 9W4M Lsd's 3, 4 of Sec 35	PNG Lease dated October 21, 1968 between Russell J. Whitson (as Lessor) and Malo Petroleum Services Ltd. (as Lessee)	Todd C. Gerhart (33.334%) Bradley Gerhart (33.333%) Sara Gerhart (33.333%) 3% Royalty paid to: Harvard International Resources Ltd. 50% Husky Oil Operations Limited 50%	68.8%	Perpetual Energy Operating Corp.	100%	68.8%

Working Interest Owners:

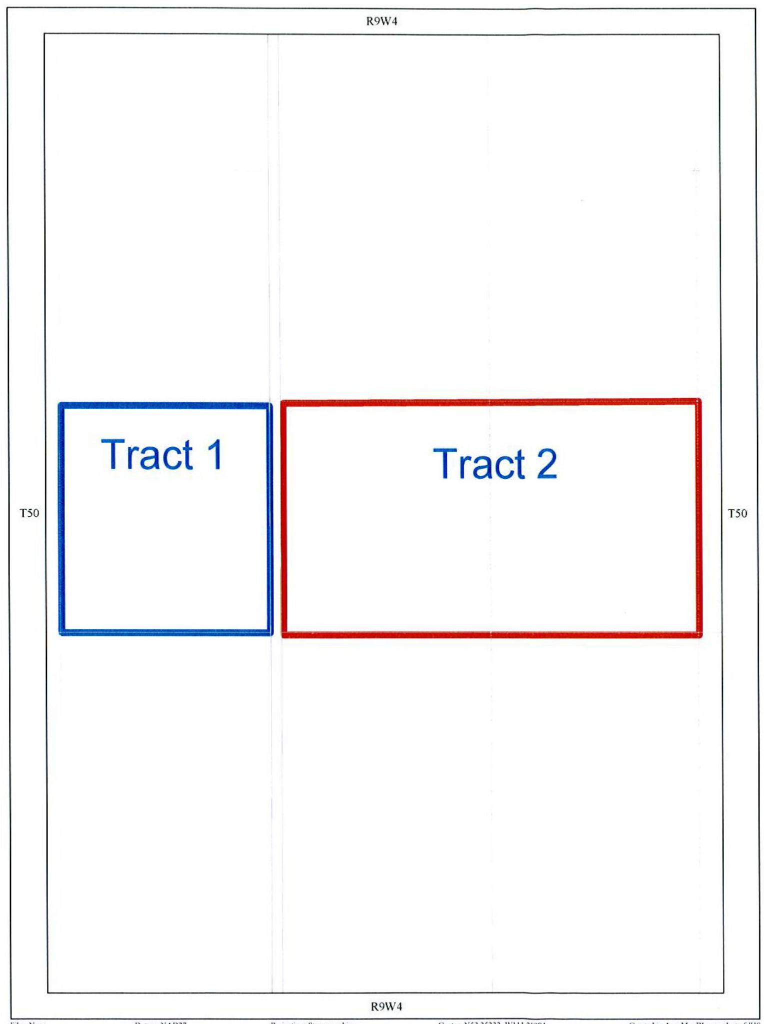
Perpetual Energy Operating Corp. 100%

Effective as of the Effective Date

EXHIBIT B

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED

"Mannville Lloydminster Agreement No. 4"

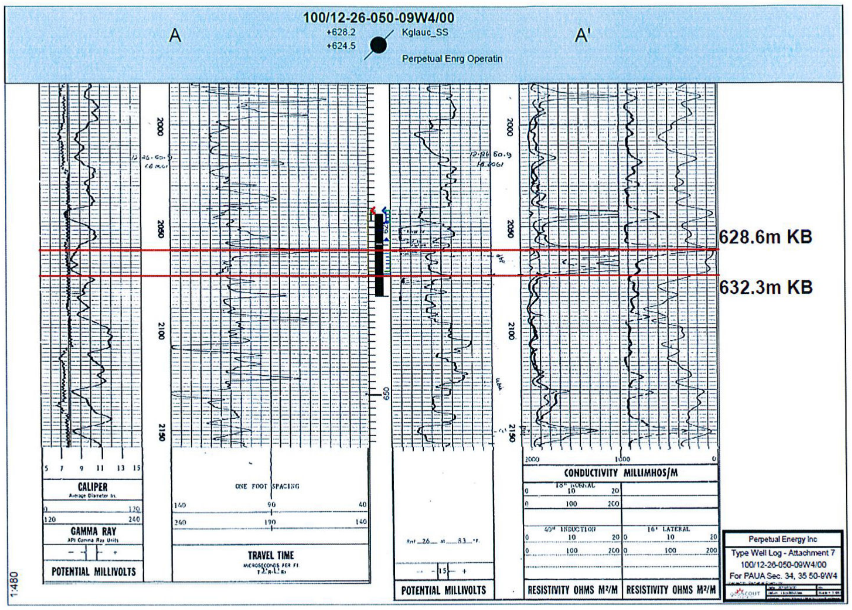


Effective as of the Effective Date

EXHIBIT "C"

ATTACHED TO AND MADE PART OF AN AGREEMENT ENTITLED

"Mannville Lloydminster Agreement No. 4"



Enterprise and Advanced Education

Hosting Expenses Exceeding $600.00
For the Period January 1, 2013 to March 31, 2013

Function Name: Alberta Economic Development Authority (AEDA) Reception and Dinner
Date(s): March 21, 2013
Amount: $4,594.92
Purpose: AEDA post meeting reception and dinner. Approximately 60 attendees.
Location: Calgary, Alberta

Function Name: Research Capacity Program's Multidisciplinary Review Panel Dinner
Date(s): January 17, 2013
Amount: $821.73
Purpose: Dinner for Panel Members to show appreciation for current participation on the Panel and to discuss their interest and availability for future competitions. Approximately 9 attendees.
Location: Edmonton, Alberta

Function Name: Apprenticeship Board 10 Years Recognition
Date(s): November 1, 2012*
Amount: $1,898.32
Purpose: 10 Year Anniversary event to recognize the contributions by the industry donors towards the Alberta Apprenticeship and Industry Training Board's Scholarship Program. Approximately 350 attendees.
Location: Edmonton, Alberta

* The date shown is the date of the hosting function; however, these hosting expenses were paid during the period January 1, 2013 - March 31, 2013.

Infrastructure

Sale or Disposition of Land

(Government Organization Act)

Name of Purchaser: Board of Governors of Portage College
Consideration: $79,000.00
Land Description: Plan 1320223, Block 1, Lot 1. Excepting thereout all mines and minerals and the Right to Work the Same. Area: 12.14 Hectares (30 Acres) More or Less. Located in the Athabasca County

Name of Purchaser: Board of Governors of Portage College
Consideration: $110,000.00
Land Description: Plan 1320564, Block 1, Lot 1. Excepting thereout all mines and minerals. Area: 37.73 Hectares (93.23 Acres) More or Less. Located in the Athabasca County

International and Intergovernmental Relations

Hosting Expenses Exceeding $600.00
For the first quarter ending June 30, 2013

Date: April 20, 2013
Purpose: Annual Alberta Government Briefing for Consular Corps.
Amount: $1,900.00
Location: Edmonton, Alberta

Date: May 7 – 10, 2013
Purpose: 2013 Canada-India Oil and Gas Forum with representation from the Indian National Oil Company.
Amount: $950.62
Location: Calgary, Alberta

Date: May 15, 2013
Purpose: Clerks meeting between Government of Alberta and Government of Canada.
Amount: $621.34
Location: Edmonton, Alberta

Date: May 17, 2013
Purpose: Official launch of the International Strategy.
Amount: $1,624.27
Location: Calgary , Alberta

Date: May 27, 2013
Purpose: Networking event for the Alberta and Canadian companies participating in the Australian Petroleum Production and Exploration Association 2013 conference and trade show.
Amount: $1,953.88
Location: Brisbane, Australia

Justice and Solicitor General

Designation of Qualified Technician Appointment
(Intox EC/IR II)

RCMP K-Division, Traffic Services
HARRISON, Jolyne Nicole

KABERNICK, Christopher James Daniel
MacLEAN, Bruce William
STATZ, Janelle Marie

Date of Designation August 30, 2013

Safety Codes Council

Agency Accreditation

Pursuant to Section 30 of the Safety Codes Act it is hereby ordered that

Marex Canada Limited, Accreditation No. A000200, Order No. 2893

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the Safety Codes Act including applicable Alberta amendments and regulations for **Building**.

Consisting of all parts of the Alberta Building Code.

Accredited Date: September 11, 2013 Issued Date: September 11, 2013.

Pursuant to Section 30 of the Safety Codes Act it is hereby ordered that

Marex Canada Limited, Accreditation No. A000200, Order No. 2894

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the Safety Codes Act including applicable Alberta amendments and regulations for **Fire**.

Consisting of all parts of the Alberta Fire Code including investigations.

Accredited Date: September 11, 2013 Issued Date: September 11, 2013.

Pursuant to Section 30 of the Safety Codes Act it is hereby ordered that

Marex Canada Limited, Accreditation No. A000200, Order No. 2895

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the Safety Codes Act including applicable Alberta amendments and regulations for **Gas**.

Consisting of all parts of the Natural Gas and Propane Installation Code and Propane Storage and Handling Code.

Accredited Date: September 11, 2013 Issued Date: September 11, 2013.

Pursuant to Section 30 of the Safety Codes Act it is hereby ordered that

Marex Canada Limited, Accreditation No. A000200, Order No. 2896

Having satisfied the terms and conditions of the Safety Codes Council is authorized to provide services under the Safety Codes Act including applicable Alberta amendments and regulations for **Plumbing**.

Consisting of all parts of the National Plumbing Code and Alberta Private Sewage Systems Standard of Practice.

Accredited Date: September 11, 2013 Issued Date: September 11, 2013.

Corporate Accreditation

(Safety Codes Act)

Pursuant to section 28 of the Safety Codes Act it is hereby ordered that

Williams Energy Canada ULC, Accreditation No. C000193, Order No. 0730

Having satisfied the terms and conditions of the Safety Codes Council is authorized to administer the Safety Codes Act including applicable Alberta amendments and regulations within the Corporation's industrial facilities for the discipline of **Electrical**

Consisting of all parts of the Canadian Electrical Code, Code for Electrical Installations at Oil & Gas Facilities and Alberta Electrical Utility Code.

Accredited Date: November 2, 2001 Issued Date: September 10, 2013.

Joint Municipal Accreditation

(Safety Codes Act)

Pursuant to section 26 of the Safety Codes Act it is hereby ordered that

Kneehill County, Town of Trochu, Village of Acme, Village of Carbon, Village of Linden, Accreditation No. J000137, Order No. 0708

Having satisfied the terms and conditions of the Safety Codes Council is authorized to administer the Safety Codes Act including applicable Alberta amendments and regulations within the Municipality's boundaries for the discipline of **Fire**

Consisting of all parts of the Alberta Fire Code, including investigations. Excluding Part 4 requirements for tank storage of flammable and combustible liquids.

Accredited Date: February 6, 1996 Issued Date: September 10, 2013.

Pursuant to section 26 of the Safety Codes Act it is hereby ordered that

Municipal District of Provost, Village of Amisk, Village of Czar, Village of Hughenden, Accreditation No. J000144, Order No. 1108

Having satisfied the terms and conditions of the Safety Codes Council is authorized to administer the Safety Codes Act including applicable Alberta amendments and regulations within the Municipality's boundaries for the discipline of **Building**

Consisting of all parts of the Alberta Building Code.

Accredited Date: December 21, 1995 Issued Date: September 12, 2013.

Pursuant to section 26 of the Safety Codes Act it is hereby ordered that

Municipal District of Provost, Village of Amisk, Village of Czar, Village of Hughenden, Accreditation No. J000144, Order No. 1109

Having satisfied the terms and conditions of the Safety Codes Council is authorized to administer the Safety Codes Act including applicable Alberta amendments and regulations within the Municipality's boundaries for the discipline of **Electrical**

Consisting of all parts of the Canadian Electrical Code, Code for Electrical Installations at Oil and Gas Facilities and Alberta Electrical Utility Code.

Accredited Date: March 21, 1996 Issued Date: September 12, 2013.

Pursuant to section 26 of the Safety Codes Act it is hereby ordered that

Municipal District of Provost, Village of Amisk, Village of Czar, Village of Hughenden, Accreditation No. J000144, Order No. 1110

Having satisfied the terms and conditions of the Safety Codes Council is authorized to administer the Safety Codes Act including applicable Alberta amendments and regulations within the Municipality's boundaries for the discipline of **Gas**

Consisting of all parts of the National Gas and Propane Installation Code and Propane Storage and Handling Code. Excluding natural and propane gas highway vehicle conversions.

Accredited Date: December 21, 1995 Issued Date: September 12, 2013.

Pursuant to section 26 of the Safety Codes Act it is hereby ordered that

Municipal District of Provost, Village of Amisk, Village of Czar, Village of Hughenden, Accreditation No. J000144, Order No. 1111

Having satisfied the terms and conditions of the Safety Codes Council is authorized to administer the Safety Codes Act including applicable Alberta amendments and regulations within the Municipality's boundaries for the discipline of **Plumbing**

Consisting of all parts of the National Plumbing Code and Alberta Private Sewage Systems Standard of Practice.

Accredited Date: December 21, 1995 Issued Date: September 12, 2013.

Municipal Accreditation - Cancellation

(Safety Codes Act)

Pursuant to section 26 of the Alberta Safety Codes Act it is hereby ordered that

Kneehill County, Accreditation No M000183, Order No. 1158

Due to the voluntary withdrawal from accreditation, is to cease administration under the Safety Codes Act within its jurisdiction for **Fire**

Consisting of all parts of the Alberta Fire Code, including investigations, including applicable Alberta amendments and regulations. Excluding Part 4 requirements for tank storage for flammable and combustible liquids.

Date: September 10, 2013.

Pursuant to section 26 of the Safety Codes Act it is hereby ordered that

Municipal District of Provost No 52, Accreditation No. M000358, Order No. 1379

Due to the voluntary withdrawal from accreditation, is to cease administration under the Safety Codes Act within its jurisdiction for **Building**

Consisting of all parts of the Alberta Building Code including applicable Alberta amendments and regulations.

Issued Date: September 12, 2013.

Pursuant to section 26 of the Safety Codes Act it is hereby ordered that

Municipal District of Provost No 52, Accreditation No. M000358, Order No. 1378

Due to the voluntary withdrawal from accreditation, is to cease administration under the Safety Codes Act within its jurisdiction for **Electrical**

Consisting of all parts of the Canadian Electrical Code, Code for Electrical Installations at Oil and Gas Facilities and Alberta Electrical Utility Code including applicable Alberta amendments and regulations.

Issued Date: September 12, 2013.

Pursuant to section 26 of the Safety Codes Act it is hereby ordered that

Municipal District of Provost No 52, Accreditation No. M000358, Order No. 1377

Due to the voluntary withdrawal from accreditation, is to cease administration under the Safety Codes Act within its jurisdiction for **Gas**

Consisting of all parts of the Natural Gas and Propane Installation Code and Propane Storage and Handling Code including applicable Alberta amendments and regulations.

Issued Date: September 12, 2013.

Pursuant to section 26 of the Safety Codes Act it is hereby ordered that

Municipal District of Provost No 52, Accreditation No. M000358, Order No. 1376

Due to the voluntary withdrawal from accreditation, is to cease administration under the Safety Codes Act within its jurisdiction for **Plumbing**

Consisting of all parts of the National Plumbing Code and Alberta Private Sewage Systems Standard of Practice including applicable Alberta amendments and regulations.

Issued Date: September 12, 2013.

Transportation

Hosting Expenses Exceeding $600.00
For the period January 1, 2013 to June 30, 2013

Name: Driver Examiner Workshops
Date(s): October 24, 26, 29, 31 and November 1, 2012
Amount: $1,982.73
Purpose: To introduce a new Driver Examiner Policies and Procedures Manual for Alberta. Five workshops for the Driver Examiner industry were held. The curriculum requires mandatory attendance for all government licensed driver examiners.
Location: Grande Prairie, Edmonton, Red Deer, Calgary and Lethbridge, AB

Name: Alberta Association of Municipal Districts and Counties 2012 Fall Convention
Date(s): November 13 and 14, 2012
Amount: $3,186.59
Purpose: Alberta Transportation meetings with municipalities to discuss their Transportation and Infrastructure priorities.
Location: Edmonton, AB

Name: Alberta Association of Municipal Districts and Counties 2013 Spring Convention
Date(s): March 18 and 19, 2013
Amount: $1,583.40
Purpose: Alberta Transportation meetings with municipalities to discuss their Transportation and Infrastructure priorities.
Location: Edmonton, AB

Name: Traffic Safety Plan (TSP) Enforcement Committee Meeting
Date(s): May 16, 2013
Amount: $1,998.80
Purpose: The Traffic Safety Plan Enforcement Committee is key to the development of TSP's Operation Plan, Enforcement Calendar and strategies. It is essential that Alberta's major enforcement agencies are on board and support the TSP through a coordinated, comprehensive strategy in Alberta. This meeting assists with setting up the yearly strategic approach.
Location: Red Deer, AB

Treasury Board and Finance

Insurance Notice

(Insurance Act)

Notice is hereby given pursuant to section 551 of the Insurance Act, the Superintendent of Insurance has approved the following Standard Automobile Policy (SPF #4), and the Standard Application Form (SAF #1). Both of these forms are approved for use in Alberta effective January 1, 2014.

Mark Prefontaine,
Superintendent of Insurance.

:

ALBERTA GARAGE AUTOMOBILE POLICY (S.P.F. NO. 4)

64404 (01/14)

ALBERTA
GARAGE AUTOMOBILE POLICY
(S.P.F. NO. 4)

INDEX

64404 (01/14)

S.P.F. NO. 4 – STANDARD GARAGE AUTOMOBILE POLICY

INSURING AGREEMENTS

In consideration of the payment of the premium specified and of the statements contained in the application and subject to the limits, terms, conditions, provisions, definitions and exclusions herein stated and subject always to the condition that the Insurer shall be liable only under the Section(s) or subsection(s) of the Insuring Agreements for which a premium is specified in Item 5 of the application.

SECTION A – THIRD PARTY LIABILITY

The Insurer agrees

OWNED AUTOMOBILES (a) to indemnify the insured and, in the same manner and to the same extent as if named herein as the insured, every other person who with the consent of the insured personally drives any owned automobile or operates any part thereof, against the liability imposed by law upon the insured or upon such other person for loss or damage arising from the ownership, use or operation of any such owned automobile; and

NON-OWNED AUTOMOBILES (b) to indemnify the insured against the liability imposed by law upon the insured for loss or damage arising from the use or operation of any customer's automobile or non-owned automobile or part thereof;

AND RESULTING FROM BODILY INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO THE PROPERTY OF OTHERS NOT IN THE CARE, CUSTODY OR CONTROL OF THE INSURED.

EXCLUSIONS

The Insurer shall not be liable under this Section:

(a) for any liability imposed on any person insured by this Section
   (1) by any workmen's compensation law or plan; or
   (2) for bodily injury to or the death of any partner, officer or employee of such person while engaged in the business of such person;

(b) for loss or damage to property carried in or upon an automobile owned or driven by any person insured by this Section, or to any property owned or rented by, or in the care, custody or control of any person insured by this Section;

(c) for loss or damage to any customer's automobile;

(d) for any amount in excess of the limit(s) stated in Section A of Item 5 of the application, and expenditures provided for in the Additional Agreements of this Section; subject always to the provisions of the section of the *Insurance Act (Automobile Insurance Part)* (in Newfoundland, *The Automobile Insurance Act*) relating to the nuclear energy hazard; or

(e) for any liability arising from contamination of property carried in the automobile.

See also General Provisions, Definitions, Exclusions and Statutory Conditions of this policy.

ADDITIONAL AGREEMENTS OF INSURER

Where indemnity is provided by this Section the Insurer shall:

(1) upon receipt of notice of loss or damage caused to persons or property, make such investigations, conduct such negotiations with the claimant, and effect such settlement of any resulting claims, as are deemed expedient by the Insurer;

(2) defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action that is at any time brought against such person on account of loss or damage to persons or property;

(3) pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limit(s) of the Insurer's liability;

(4) where the injury is to a person, reimburse any person insured by this policy for outlay for such medical aid as is immediately necessary at the time;

(5) be liable up to the minimum limit(s) prescribed for that province or territory of Canada in which the accident occurred, if that limit(s) is higher than the limit(s) stated in Section A of Item 5 of the application; and

(6) not set up any defence to a claim that might not be set up if the policy were a motor vehicle liability policy issued in the province or territory of Canada in which the accident occurred.

AGREEMENTS OF INSURED

Where indemnity is provided by this section, every person insured by this policy:

(1) by the acceptance of this policy, constitutes and appoints the Insurer his irrevocable attorney to appear and defend in any province or territory of Canada in which action is brought against the insured arising out of the ownership, use or operation of the automobile;

(2) shall reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provisions of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this policy.

SECTION B – ACCIDENT BENEFITS
See wording attached

SECTION C – LOSS OF OR DAMAGE TO OWNED AUTOMOBILES

The Insurer agrees to indemnify the insured against direct and accidental loss of or damage to any owned automobile, including its equipment while attached thereto and forming part thereof:

SUBSECTION 1 – COLLISION OR UPSET

Caused by collision with another object or by upset.

SUBSECTION 2 – COMPREHENSIVE

From any peril other than by collision with another object or another automobile upon which it is being transported or by the upset of either such automobile. The words "another object" as used in this subsection 2 include (a) another automobile to which the automobile is attached or upon which it is being transported and (b) the surface of the ground and any object therein or thereon. Loss or damage caused by missiles, falling or flying objects, fire, theft, explosion, earthquake, windstorm, hail, rising water, malicious mischief, riot or civil commotion, shall be deemed loss or damage caused by perils for which insurance is provided under this subsection 2.

SUBSECTION 3 – SPECIFIED PERILS

Caused by fire, lightning, theft or attempt thereat, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning or derailment of any railway car or watercraft in or upon which the automobile is being transported.

SUBSECTION 4 – SPECIFIED PERILS EXCLUDING THEFT

Caused by fire, lightning, windstorm, earthquake, hail, explosion, riot or civil commotion, falling or forced landing of aircraft or of parts thereof, rising water, or the stranding, sinking, burning or derailment of any railway car or watercraft in or upon which the automobile is being transported.

DEDUCTIBLE CLAUSE

The Insurer's liability shall be limited to the amount of loss or damage in excess of the sum payable by the insured stated in the applicable subsection of Section C of Item 5 of the application.

The deductible clause shall apply to loss or damage to each automobile except with respect to automobiles insured under subsections 2, 3 and 4 where the deductible clause shall apply to each occurrence.

This deductible clause shall not apply to loss or damage caused by fire or lightning or theft of the entire automobile.

LIMITS OF LIABILITY
APPLICABLE TO SUBSECTIONS 2, 3 AND 4

(a) Subject to Clauses (b) and (c) below, the Insurer shall not be liable in respect of any one occurrence for:
   (i) any amount in excess of the limits of liability stated in subsections 2, 3 and 4 of Section C of Item 5 of the application at each specified location;

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(continued over)

(ii) any amount at a newly acquired location in excess of the lowest limit of liability stated for any specified location;

(iii) loss or damage to more than four owned automobiles at any location not used by the insured in the business specified in Item 3 of the application.

(b) Where the premium is computed on a MONTHLY AVERAGE BASIS, if at the time of loss the insured has failed to file the report referred to in Clause 3 (b) (ii) of the General Provisions, Definitions and Exclusions, the Insurer's liability shall be limited to the amounts included in the last report filed; furthermore, if the delinquent report is the first report required to be filed, the Insurer shall be liable for not more than 75% of the applicable limit of liability stated in Item 5 of the application. In the event of loss, the Insurer's liability at each location shall be limited to the proportion of the loss that the amounts reported to the Insurer on the last report filed prior to the loss bears to the actual cash value of all automobiles at the location on the date for which the report is made.

(c) Where the premium is computed on a COINSURANCE BASIS, the insured shall maintain insurance under this policy on the automobiles hereby insured at each specific location to the extent of at least 80% of the actual cash value thereof, and that, failing so to do, the insured shall be a co-insurer to the extent of an amount sufficient to make the aggregate insurance equal to 80% of the actual cash value of such automobiles at the time of loss or damage and, in that capacity, shall bear his proportion of any loss or damage that may occur. If the total loss or damage is confined to one automobile only, this co-insurance clause shall not apply.

EXCLUSIONS

The Insurer shall not be liable:

(1) under any subsection of Section C for loss or damage:

(a) to tires or consisting of or caused by mechanical fracture or breakdown of any part of the automobile or by rusting, corrosion, wear and tear, freezing, or explosion within the combustion chamber, unless the loss or damage is coincident with other loss or damage covered by such subsection or is caused by fire, theft or malicious mischief covered by such subsection;

(b) caused by the conversion, embezzlement, theft or secretion by any person in lawful possession of the automobile under a mortgage, conditional sale, lease or other similar written agreement;

(c) caused by the voluntary parting with title or ownership, whether or not induced to do so by any fraudulent scheme, trick, device or false pretense;

(d) caused directly or indirectly by contamination by radioactive material;

(e) to contents of automobiles or trailers;

(f) to tapes and equipment for use with a tape player or recorder, when such tapes or equipment are detached therefrom;

(g) where the insured drives or operates the automobile

(i) while under the influence of intoxicating liquor or drugs to such an extent as to be for the time being incapable of the proper control of the automobile;

(ii) while in a condition for which he is convicted of an offence under Section 253 of the Criminal Code (Canada) or under or in connection with circumstances for which he is convicted of an offence under Section 254 of the Criminal Code (Canada);

(h) where the insured permits, suffers, allows or connives at the use of the automobile by any person contrary to the provisions of (g); or

(i) to any automobile sold by the insured and in the possession of a purchaser under any partial payment plan.

(2) for loss or damage to any automobile while being carried in or upon any automobile owned, hired or leased by the insured which is designed for transportation of other automobiles, provided always that a tow truck shall not be deemed designed for such purpose;

(3) under subsection 1, for loss or damage occurring after the theft of the automobile and before recovery by the insured, except where the theft has been committed by a person or persons (i) residing in the same dwelling premises as the insured, or (ii) employed by the insured in connection with the business described in Item 3 of the application;

(4) under subsections 2 and 3, for loss or damage caused by theft by a person or persons (i) residing in the same dwelling premises as the insured, or (ii) employed by the insured in connection with the business described in Item 3 of the application;

(5) under subsections 2 and 3, for loss or damage by theft from any open lot or unroofed space owned, rented or controlled by the insured except the theft of an entire automobile;

(6) under subsection 4, for loss or damage occurring after theft of the automobile and before recovery of the automobile by the insured.

See also General Provisions, Definitions, Exclusions and Statutory Conditions of this policy.

ADDITIONAL AGREEMENTS OF INSURER

Where loss or damage arises from a peril for which a premium is specified under a subsection of this Section, the Insurer further agrees:

(a) to pay general average, salvage and fire department charges and customs duties of Canada or of the United States of America for which the insured is legally liable;

(b) to waive subrogation against every person who, with the insured's consent, has care, custody or control of the automobile, provided always that this waiver shall not apply (i) to any person having such care, custody or control in the course of the business of selling, repairing, maintaining, servicing, storing or parking automobiles other than an officer or employee of the insured, or (2) to any person who has (i) committed a breach of any condition of this policy or (ii) driven or operated the automobile in the circumstances referred to in (i) or (ii) of paragraph (1) (g) of the exclusions to Section C.

AGREEMENT OF INSURED

By the acceptance of this policy, the insured agrees that in the event of loss or damage for which indemnity is provided by this policy, the insured shall, if so requested by the Insurer, replace the property or make the necessary repairs at actual cost to the insured.

SECTION E – LEGAL LIABILITY FOR DAMAGE TO A CUSTOMER'S AUTOMOBILE WHILE IN THE CARE, CUSTODY OR CONTROL OF THE INSURED

The Insurer agrees to indemnify the insured against the liability imposed by law upon the insured for loss of or damage to a customer's automobile, including its equipment while attached thereto, including reimbursement of expenses incurred for taxicabs, public transportation or rental of a substitute automobile:

SUBSECTION 1 – COLLISION OR UPSET

Caused by collision with another object or by upset.

EXCLUSIONS

The Insurer shall not be liable under this subsection 1:

(a) for any amount in excess of the limit stated in subsection 1 of Section E of Item 5 of the application and expenditures provided for in the Additional Agreements of this section; or

(b) for loss or damage:

(i) to contents of automobiles or trailers;

(ii) occurring after theft of the automobile and before recovery by the insured; or

(iii) caused directly or indirectly by contamination by radioactive material.

DEDUCTIBLE CLAUSE

Each occurrence causing loss or damage covered under this subsection shall give rise to a separate claim in respect of which the Insurer's liability shall be limited to the amount of loss or damage in excess of the sum payable by the insured stated in subsection 1 of Section E of Item 5 of the application, but always subject to the limit shown for any one customer's automobile.

SUBSECTION 2 – SPECIFIED PERILS

Caused by fire, lightning, theft or attempt thereat, malicious mischief, windstorm, hail, explosion, riot or civil commotion, rising water or the stranding, sinking, burning, derailment, collision or upset of any railway car or watercraft in or upon which the automobile is being transported.

LIMITS OF LIABILITY APPLICABLE TO SUBSECTION 2

The Insurer shall not be liable in respect of any one occurrence for:

(i) any amount in excess of the limits of liability stated in subsection 2 of Section E of Item 5 of the application at each specified location and expenditures provided for in the Additional Agreements of this Section;

(continued next page)

(ii) any amount at a newly acquired location in excess of the lowest limit of liability stated for any specified location;

(iii) loss or damage to more than four automobiles at any location not used by the insured in the business specified in Item 3 of the application.

EXCLUSIONS

The Insurer shall not be liable under this subsection 2 for loss or damage:

(a) from the explosion of tires or from explosion within the combustion chamber of the engine of the automobile, unless the loss or damage is coincident with other loss or damage covered by this subsection;

(b) caused directly or indirectly by contamination by radioactive material;

(c) by theft from any open lot or unroofed space owned, rented or controlled by the insured, except the theft of an entire automobile; or

(d) to the contents of automobiles or trailers.

CO-INSURANCE CLAUSE

If at the time the loss occurs there are in or on the premises at the location where the loss occurs a greater number of customers' automobiles than the "Maximum Number of Customers' Automobiles" stated for such location in Section E of Item 5 of the application, the Insurer shall not be liable for a greater proportion of the amount for which it otherwise would be liable than the "Maximum Number of Customers' Automobiles" stated for such location bears to the total number of customers' automobiles in or on the premises at the location at the time the loss occurs.

ADDITIONAL AGREEMENTS OF INSURER

Where indemnity is provided by this Section the Insurer shall:

(1) upon receipt of notice of loss or damage, make such investigations, conduct such negotiations with the claimant, and effect such settlement of any resulting claims, as are deemed expedient by the Insurer;

(2) defend in the name and on behalf of any person insured by this policy and at the cost of the Insurer any civil action that is at any time brought against such person on account of loss or damage; and

(3) pay all costs taxed against any person insured by this policy in any civil action defended by the Insurer and any interest accruing after entry of judgment upon that part of the judgment which is within the limit(s) of the Insurer's liability.

GENERAL PROVISIONS, DEFINITIONS AND EXCLUSIONS

1. **TERRITORY**

This policy applies only to automobiles while being operated, used, stored or parked within Canada, the United States of America or upon a vessel plying between ports of those countries.

2. **CONSENT OF INSURED**

No person shall be entitled to indemnity or payment under this policy who drives or uses any owned automobile as defined in this policy without the consent of the insured, or who is an occupant of any other automobile which is being used without the consent of the owner thereof.

3. **ADJUSTABLE PREMIUM COMPUTATION**

(a) (i) The advance premiums are computed according to the terms shown on the Premium Computation Statement for the policy period.

(ii) The advance premiums referred to in (i) above are subject to adjustment at the end of the policy period when the insured shall deliver to the Insurer a written statement of the current information necessary to adjust the premium shown in the Premium Computation Statement. If the adjusted premium so computed exceeds the applicable advance premium stated in Item 5 of the application, the insured shall pay the difference. If such premium is less, the Insurer shall return to the insured the unearned premium subject to the Minimum Retained Premium stated in Item 5.

(b) With respect only to subsections 2, 3 and 4 of Section C, if the premium is computed on a MONTHLY AVERAGE BASIS:

(i) the advance premiums shall be 75% of the annual premium computed on the limits of liability and the rates applying at each location;

(ii) the advance premiums referred to in (i) above are subject to adjustment at the end of the policy period. The earned premium shall be computed as follows:

1. the insured shall report to the Insurer, in writing, not later than 30 days after the last day of each month the actual cash value of all owned automobiles held for sale at each location on the last business day of each month. The value of all owned automobiles not held for sale must be included in the values reported for the principal location in the municipality(ies) or district(s) in which the insured carries on business; and

2. an average of the total values reported at each location shall be made and if the premium on such average values exceeds the applicable advance premium stated in Item 5 of the application the insured shall pay an additional premium for such excess. If such premium is less, the Insurer shall return to the insured the unearned premium. In the event of any report not being made within the period stipulated then, for the purpose of adjustment of premium only, the limit of liability at each location shall be taken as the value at risk.

4. **AUDIT**

The Insurer, through any authorized representative, and at all reasonable times, shall have access to the insured's books and records for the purpose of determining any fact relating to this insurance.

5. **TWO OR MORE AUTOMOBILES**

A motor vehicle and one or more trailers or semi-trailers attached thereto shall be held to be one automobile as respects the limits of liability under Sections A and B, separate automobiles as respects the limits of liability, including any deductible provision under Section C and separate automobiles as respects the limits of liability under Section E.

6. **ADDITIONAL INSUREDS**

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the Insured:

BUSINESS USE (a) with respect to Sections A, B and E of this policy, every other person who, with the consent of the owner thereof, drives in connection with the business described in Item 3 of the application any automobile other than (i) an automobile owned by or registered in the name of such additional insured person, or (ii) an automobile whose operation or use is excluded in the General Provisions, Definitions, Exclusions or Statutory Conditions of this policy;

DRIVING OTHER AUTOMOBILES (b) with respect to Sections A and B of this policy, every active partner or full time employee of the insured for whose regular and frequent use an automobile is provided by the insured and the spouse/adult interdependent partner of such person and the spouse/adult interdependent partner of the insured, who with the consent of the owner thereof drives for pleasure purposes any automobile of the private passenger or station wagon type, provided that (i) neither such partner or employee or his or her spouse/adult interdependent partner or the spouse/adult interdependent partner of the insured is the owner of an automobile of the private passenger or station wagon type; (ii) such other automobile is not owned, hired or leased or regularly or frequently used by the insured or such employee or partner of the insured or by any persons residing in the same dwelling premises as any of the aforementioned persons; (iii) the operation or use of such other automobile is not excluded in the General Provisions, Definitions, Exclusions or Statutory Conditions of this policy.

7. **OTHER INSURANCE**

Insurance under Sections A and B of this policy is, in respect of a customer's automobile, first loss insurance. Section A coverage under any other valid motor vehicle liability policy in respect of that automobile is excess insurance only.

8. **AUTOMOBILE DEFINED**

Under Sections A, B and C

(a) Owned Automobile

The words "owned automobile" mean an automobile owned by the insured and used for pleasure or in connection with the business stated in Item 3 of the application and an automobile sold in such business by the insured but not delivered to the purchaser thereof, except an automobile the ownership, operation or use of which is excluded in the General Provisions, Definitions, Exclusions or Statutory Conditions of this policy;

(continued over)

Under Sections A, B and E

(b) Customer's Automobile

The words "customer's automobile" mean an automobile owned by another while such automobile is being towed or pushed by an automobile driven by the insured or an employee or partner or while in the care, custody or control of the insured in the business stated in Item 3 of the application but do not include an automobile:

(i) owned or hired by any person insured by this policy or by any person residing in the same dwelling premises as such insured; or

(ii) sold by the insured but not delivered to the purchaser thereof;

Under Sections A and B

(c) Non-owned automobile

The words "non-owned automobile" mean an automobile not owned by the insured and, not being a customer's automobile, used for pleasure or in connection with the business stated in Item 3 of the application.

9. **OCCUPANT DEFINED**

The word "occupant" means a person driving, being carried in or upon or entering or getting on to or alighting from an automobile.

10. **NEWLY ACQUIRED LOCATION DEFINED**

The words "newly acquired location" mean any new location acquired by the insured in the business specified in Item 3 of the application and notified to the Insurer within fourteen days following the date of such acquisition.

11. **EXCLUDED USES**

Unless coverage is expressly given by an endorsement of this policy, the Insurer shall not be liable under this policy while:

(a) the automobile is rented or leased to another, provided that the following shall not be deemed to be renting or leasing of an automobile to another:

(i) the use by an employee of his automobile on the business of his employer and for which he is being paid;

(ii) the use of an owned automobile by a customer pending return of the customer's automobile which has been left with the insured for repairs or servicing; or

(iii) the use of an owned automobile by a customer for a period not exceeding 30 days, pending future delivery of an automobile for which a purchase order or a lease agreement has been placed with the insured by such customer;

and further provided that this exclusion shall not apply while an owned automobile, rented or leased to another, is in the care, custody or control of the insured for the purpose of maintenance or repair, and in such case this policy shall be first loss insurance;

(b) the automobile is used to carry explosives, or to carry radioactive material for research, education, development or industrial purposes, or for purposes incidental thereto;

(c) the automobile is used as a taxicab, public omnibus, livery, jitney or sightseeing conveyance or for carrying passengers for compensation or hire; provided that the following uses shall not be deemed to be carrying passengers for compensation or hire:

(i) the use by the insured of the automobile for the carriage of another person in return for the former's carriage in the automobile of the latter;

(ii) the occasional and infrequent use by the insured of the automobile for the carriage of another person who shares the cost of the trip;

(iii) the use by the insured of the automobile for the carriage of a temporary or permanent domestic servant of the insured or his spouse/adult interdependent partner;

(iv) the use by the insured of the automobile for the carriage of clients or customers or prospective clients or customers; or

(v) the occasional and infrequent use by the insured of the automobile for the transportation of children to or from school or school activities conducted within the education program; or

(d) the automobile is being used

(i) for the carrying of goods or materials for compensation;

(ii) for public road construction, repair or maintenance; or

(iii) as farm or contractor's equipment on behalf of others for compensation.

12. **EXCLUDED AUTOMOBILES**

The Insurer shall not be liable under this policy for loss, damage, injury or death arising from the ownership, use or operation of any automobile;

(a) owned by the insured in connection with or used for the purpose of any business conducted by or any employment or occupation for wages or profit engaged in by the insured other than as stated in Item 3 of the application;

(b) owned by the insured which is designed or modified for racing purposes;

(c) provided by the insured to any person for regular or frequent use, except an active partner or a full time employee of the business stated in Item 3 of the application, and provided that this exclusion does not apply while such person is using the automobile in the business stated in Item 3 of the application;

(d) owned or hired by the insured, and

(i) designed for the bulk transportation of petroleum products or other materials while being used for such purposes; or

(ii) designed for the transportation of other automobiles, but a tow truck shall not be deemed designed for such purpose.

13. **PERSONNEL OF OTHER GARAGES EXCLUDED**

No person who is engaged in the business of selling, repairing, maintaining, storing, servicing or parking automobiles shall be entitled to indemnity or payment under this policy for any loss, damage, injury or death sustained while engaged in the use or operation of or while working upon the automobile as defined in this policy, in the course of such business, or while so engaged, an occupant of such automobile, unless the person is the insured, an employee or partner.

14. **WAR RISKS EXCLUDED**

The Insurer shall not be liable under Sections B, C or E of this policy for any loss, damage, injury or death caused directly or indirectly by bombardment, invasion, civil war, insurrection, rebellion, revolution, military or usurped power, or by operation of armed forces while engaged in hostilities, whether war be declared or not.

15. **LIMITATION OF ACTIONS**

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act*.

STATUTORY CONDITIONS

In these Statutory Conditions, unless the context otherwise requires, "insured" means a person insured by the contract whether named or not.

(i) Statutory Condition 3 does not apply when the contract does not insure against liability for loss or damage to persons and property;

(ii) Statutory Condition 4 does not apply when the contract does not insure against loss of or damage to the automobile.

Statutory Conditions 2, 3, 4, 5, 6 and 7 shall not apply to Section B- Accident Benefits.

Material Change in Risk

1. (1) The insured named in this contract must promptly notify the insurer or its agent in writing, of any change in the risk material to the contract and within the insured's knowledge.

(2) Without restricting the generality of subparagraph (1) of this condition, "change in the risk material to the contract" includes

(a) any change in the insurable interest of the insured named in the contract in the automobile by sale, assignment or otherwise, except through change of title by succession, death or proceedings under the *Bankruptcy and Insolvency Act* (Canada); and

(b) in respect to insurance against loss of or damage to the automobile,

(i) any mortgage, lien or encumbrance affecting the automobile after the application for the contract, and

(ii) any other insurance of the same interest, whether valid or not, covering loss or damage insured by the contract or any portion of the contract.

Prohibited Use by Insured

2. (1) The insured must not drive or operate the automobile

(a) unless the insured is for the time being either authorized by law or qualified to drive or operate the automobile,

(b) while the insured's licence to drive or operate an automobile is suspended or while the insured's right to obtain a licence is suspended or while the insured is prohibited under order of any court from driving or operating an automobile,

(c) while the insured is under the age of 16 years or under any other age as is prescribed by the law of the province in which the insured resides at the time the contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to the insured,

(continued next page)

(d) for any illicit or prohibited trade or transportation, or

(e) in any race or speed test.

Prohibited Use by Others

(2) The insured must not permit or allow the use of the automobile

(a) by any person

(i) unless that person is for the time being either authorized by law or qualified to drive or operate the automobile, or

(ii) while that person is under the age of 16 years or under any other age prescribed by the law of the province in which the person resides at the time the contract is made as being the minimum age at which a licence or permit to drive an automobile may be issued to the person,

(b) by any person who is a member of the household of the insured while the person's licence to drive or operate an automobile is suspended or while the person's right to obtain a licence is suspended or while the person is prohibited under order of any court from driving or operating an automobile,

(c) for any illicit or prohibited trade or transportation, or

(d) in any race or speed test.

Requirements Where Loss or Damage to Persons or Property

3. (1) The insured must

(a) promptly give to the insurer written notice, with all available particulars, of any accident involving loss or damage to persons or property and of any claim made on account of the accident,

(b) verify by statutory declaration, if required by the insurer, that the claim arose out of the use or operation of the automobile and that the person operating or responsible for the operation of the automobile at the time of the accident is a person insured under the contract, and

(c) forward immediately to the insurer every letter, document, advice or writ received by the insured from or on behalf of the claimant.

(2) The insured must not

(a) voluntarily assume any liability or settle any claim except at the insured's own cost, or

(b) interfere in any negotiations for settlement or in any legal proceeding.

(3) The insured must, whenever requested by the insurer, aid in securing information and evidence and the attendance of any witness, and must co-operate with the insurer, except in a pecuniary way, in the defence of any action or proceeding or in the prosecution of any appeal.

Requirements Where Loss or Damage to the Automobile

4. (1) When loss of or damage to the automobile occurs, the insured must, if the loss or damage is covered by the contract,

(a) promptly give notice of the loss or damage in writing to the insurer with fullest information obtainable at the time,

(b) at the expense of the insurer, and as far as reasonably possible, protect the automobile from further loss or damage, and

(c) deliver to the insurer within 90 days after the date of the loss or damage a statutory declaration stating, to the best of the insured's knowledge and belief, the place, time, cause and amount of the loss or damage, the interest of the insured and of all others in the automobile, the encumbrances on the automobile, all other insurance, whether valid or not, covering the automobile and that the loss or damage did not occur through any wilful act or neglect, procurement, means or connivance of the insured.

(2) Any further loss or damage accruing to the automobile directly or indirectly from a failure to protect it as required under subparagraph (1) of this condition is not recoverable under the contract.

(3) No repairs, other than those that are immediately necessary for the protection of the automobile from further loss or damage, may be undertaken and no physical evidence of the loss or damage may be removed

(a) without the written consent of the insurer, or

(b) until the insurer has had a reasonable opportunity to make the inspection for which provision is made in Statutory Condition 5.

Examination of Insured

(4) The insured must submit to examination under oath and must produce for examination at any reasonable place and time designated by the insurer or its representative all documents in the insured's possession or control that relate to the matters in question, and the insured must permit extracts and copies of the documents to be made.

Insurer Liable for Cash Value of Automobile

(5) The insurer is not liable for more than the actual cash value of the automobile at the time any loss or damage occurs, and the loss or damage must be ascertained or estimated according to that actual cash value with proper deductions for depreciation, however caused, and must not exceed the amount that it would cost to repair or replace the automobile, or any part of the automobile, with material of similar kind and quality, but if any part of the automobile is obsolete and unavailable, the liability of the insurer in respect of the automobile is limited to the value of that part at the time of loss or damage, not exceeding the maker's latest list price.

Repair or Replacement

(6) Except where a dispute resolution process has been initiated, the insurer, instead of making payment, may, within a reasonable time, repair, rebuild or replace the property damaged or lost with other of similar kind and quality if, within 7 days after the receipt of the proof of loss, it gives written notice of its intention to do so.

No Abandonment, Salvage

(7) There must be no abandonment of the automobile to the insurer without the insurer's consent.

(8) If the insurer exercises the option to replace the automobile or pays the actual cash value of the automobile, the salvage, if any, shall vests in the insurer.

In Case of Disagreement

(9) In the event of disagreement as to the nature and extent of the repairs and replacements required, or as to their adequacy, if effected, or as to the amount of the loss or damage, those questions must be determined by a dispute resolution process as provided under the Insurance Act before there can be recovery under the contract, whether the right to recover under the contract is disputed or not, and independently of all other questions.

(10) There is no right to a dispute resolution process until

(a) a specific demand for it is made in writing, and

(b) the proof of loss has been delivered.

Inspection of Automobile

5. The insured must permit the insurer at all reasonable times to inspect the automobile and its equipment.

Time and Manner of Payment of Insurance Money

6. (1) The insurer must pay the insurance money for which it is liable under the contract within 60 days after the proof of loss has been received by it or, where a dispute resolution process is conducted under Statutory Condition 4(9), within 15 days after the decision is rendered.

When Action May Be Brought

(2) The insured may not bring an action to recover the amount of a claim under the contract unless the requirements of Statutory Conditions 3 and 4 are complied with or until the amount of the loss has been ascertained as provided for under Statutory Conditions 3 and 4 or by a judgment against the insured after trial of the issue, or by agreement between the parties with the written consent of the insurer.

Who May Give Notice and Proofs of Claim

7. Notice of claim may be given and proofs of claim may be made by the agent of the insured named in this contract in case of absence or inability of the insured to give the notice or make the proof, such absence or inability being satisfactorily accounted for or, in the like case, or if the insured refuses to do so, by a person to whom any part of the insurance money is payable.

Termination

8. (1) The contract may be terminated

(a) by the insurer giving to the insured 15 days' notice of termination by registered mail or 5 days' written notice of termination personally delivered, or

(b) by the insured at any time on request.

(2) If the contract is terminated by the insurer,

(continued over)

(a) the insurer must refund the excess of premium actually paid by the insured over the prorated premium for the expired time, but in no event, may the prorated premium for the expired time be less than any minimum retained premium specified, and

(b) the refund must accompany the notice unless the premium is subject to adjustment or determination as to amount, in which case the refund must be made as soon as practicable.

(3) If the contract is terminated by the insured, the insurer must refund as soon as practicable the excess of premium actually paid by the insured over the short rate premium for the expired time, but in no event may the short rate premium for the expired time be deemed to be less than any minimum retained premium specified.

(4) The 15-day referred to in subparagraph 1(a) of this condition starts to run on the day the registered letter or notification of it is delivered to the insured's postal address.

Notice

9. (1) Any written notice to the insurer may be delivered at, or sent by registered mail to, the chief agency or head office of the insurer in the province.

(2) Written notice may be given to the insured named in the contract by letter personally delivered to the insured or by registered mail addressed to the insured at the insured's latest postal address as notified to the insurer.

(3) In this condition "registered" means registered in or outside Canada.

SECTION B – ACCIDENT BENEFITS – S.P.F. No. 4

ALBERTA

The Insurer agrees to pay to or with respect to each insured person as defined in this section who sustains bodily injury or death directly and independently of all other causes by an accident arising out of the use or operation of an automobile.

SUBSECTION 1 – MEDICAL PAYMENTS

(1) In respect of

(a) injuries to which the *Diagnostic and Treatment Protocols Regulation* applies and that are diagnosed and treated in accordance with the protocols under that Regulation, the expenses payable for any service, diagnostic imaging, laboratory testing, specialized testing, supply, treatment, visit, therapy, assessment or making a report, or any other activity or function authorized under that Regulation, and payment must be made in the manner and subject to the provisions of that Regulation, notwithstanding anything to the contrary in Section B, and

(b) injuries

(i) to which the *Diagnostic and Treatment Protocols Regulation* applies but that are not diagnosed and treated in accordance with the protocols under that Regulation,

(ii) to which the *Diagnostic and Treatment Protocols Regulation* ceases to apply but for which the insured person wishes to make a claim under provision (3) of "Special Provisions, Definitions, and Exclusions of Section B", and

(iii) to which Section B applies, other than those injuries referred to in subclauses (i) and (ii),

all reasonable expenses incurred within 2 years from the date of the accident as a result of those injuries for necessary medical, surgical, chiropractic, dental, hospital, psychological, physical therapy, occupational therapy, massage therapy, acupuncture, professional nursing and ambulance services and, in addition, for other services and supplies that are, in the opinion of the insured person's attending physician and in the opinion of the Insurer's medical advisor, essential for the treatment or rehabilitation of the injured person,

to the limit of $50,000 per person.

(2) Notwithstanding provision (1),

(a) expenses payable in respect of chiropractic services provided under provision (1)(b) are limited to $750 per person;

(b) expenses payable in respect of massage therapy services provided under provision (1)(b) are limited to $250;

(c) expenses payable in respect of acupuncture services provided under provision (1)(b) are limited to $250.

(3) Subject to provision (4), the Insurer is not liable under this provision for those portions of expenses payable or recoverable under any medical, surgical, dental or hospitalization plan or law or, except for similar insurance provided under another automobile insurance contract, under any other insurance contract or certificate issued to or for the benefit of any insured person.

(4) Except for those portions of expenses payable or recoverable under any law, provision (3) does not apply to expenses payable or recoverable for an injury to which the *Diagnostic and Treatment Protocols Regulation* applies.

SUBSECTION 2 – DEATH, GRIEF COUNSELLING, FUNERAL AND TOTAL DISABILITY

Part 1 – Death, Grief Counselling and Funeral Benefits

Subject to the provisions of this Part 1, for death, a payment of a principal sum – based on the age and status at the date of the accident of the deceased in a household where the head of the household or the spouse/adult interdependent partner or dependants survive – of the following amount:

	Status of Deceased at Date of Accident		
Age of Deceased at Date of Accident	Head of Household	Spouse/Adult Interdependent Partner	Dependent Relative
Up to age of 4 years	–	–	$ 1,000
5 to 9 years	–	–	2,000
10 to 17 years	$10,000	$10,000	3,000
18 to 64 years	10,000	10,000	2,000
65 to 69 years	10,000	10,000	2,000
70 years and over	10,000	10,000	1,000

In addition, funeral service expenses up to the amount of $5,000 in respect of the death of any one person.

In addition, grief counselling expenses up to the amount of $400 per family in respect of the death of any one person.

In addition, with respect to the death of the head of household,

(a) where there are 2 or more survivors who are

(i) a spouse/adult interdependent partner and one or more dependent relatives, or

(ii) 2 or more dependent relatives,

the principal sum payable is increased 20% for each survivor other than the first, and

(b) where there is a spouse/adult interdependent partner or dependent relative survivor living in the household, the death benefit is increased

(i) by $15,000 for the first spouse/adult interdependent partner or dependent relative survivor, and

(ii) by a subsequent $4,000 for each of the remaining survivors.

For the purposes of this Part I

(1) "head of household" means that member of a household with the largest income in the year preceding the date of the accident;

(2) "dependent relative" means a person

(a) under the age of 18 years for whose support the head of household or the spouse/adult interdependent partner of the head of household (or both of them) is legally liable and who is dependent upon either or both of them for financial support; or

(b) 18 years of age or over and residing in the same dwelling premises as the head of household who, because of mental or physical infirmity, is principally dependent on the head of household or the spouse/adult interdependent partner of the head of household (or both the head of household and the spouse/adult interdependent partner) for financial support;

(2.1) If the head of household has both a spouse and an adult interdependent partner, a reference to spouse/adult interdependent partner or surviving spouse/adult interdependent partner means

(a) the spouse or surviving spouse, or

(b) the adult interdependent partner or surviving adult interdependent partner,

living in the same dwelling premises as the head of household.

(3) the total sum payable shall be paid with respect to death of head of household or spouse/adult interdependent partner to the surviving spouse/adult interdependent partner. If there is no surviving spouse/adult interdependent partner in the household, no amount shall be payable unless there are surviving dependent relatives and in that event the total sum payable shall be divided equally among the surviving dependent relatives;

(4) the total amount payable with respect to death due to a common disaster of head of household and spouse/adult interdependent partner shall be paid equally to surviving dependent relatives;

(5) the sum payable with respect to the death of a dependent relative shall be paid to the head of household or, if he does not survive, to the surviving spouse/adult interdependent partner of the head of household but, if neither the head of household nor the spouse/adult interdependent partner survives, no amount is payable;

(6) amounts payable under this Part I shall be paid only to a person who is alive 60 days after the death of the insured person;

(7) the amount payable under this Part I for the death of any person shall be reduced by the amount of any payments made to or for such person with respect to the same accident under Part II, Total Disability;

(8) the amount payable under this Part for grief counselling is payable to the spouse/adult interdependent partner or other immediate family member of the deceased in respect of grief counselling for the immediate family members of an insured person who dies as a result of the accident.

Part II – Total Disability

A weekly benefit for the period during which the injury shall wholly and continuously disable such insured person, provided

(a) such person was employed at the date of the accident;

(b) within 60 days from the date of the accident such injury prevents him from performing any and every duty pertaining to his occupation or employment;

(c) no benefit shall be payable for the first seven days of such disability or for any period in excess of 104 weeks.

Amount of Weekly Benefit – The weekly benefit payable shall be the lesser of:

(a) $400 per week, and

(b) 80% of the average gross weekly earnings, less any payments for loss of income from occupation or employment received by or available to such insured person under Subsection 2 (A) of this Section B.

The above benefits shall be subject to the terms of provision (3) below.

For the purpose of this Part II,

(1) an insured person who is 18 years of age or over and who is not engaged in an occupation or employment for wages or profit and is completely incapacitated and unable to perform any of his or her household duties shall, while so incapacitated, receive $135 per week for not more than 26 weeks;

(1.1) average gross weekly earnings is the greater of

(a) average gross weekly earnings from an occupation or employment for the 4 weeks preceding the accident, and

(b) average gross weekly earnings from an occupation or employment for the 52 weeks preceding the accident;

(2) a person shall be deemed to be employed

(a) if actively engaged in occupation or employment for wages or profit at the date of the accident, or

(b) if 18 years of age or over, so engaged for any six months during the 12 months preceding the date of the accident.

(3) if the benefits for loss of time payable under this Part, together with benefits for loss of time under another contract, including a contract of group accident insurance and a life insurance contract providing disability insurance, exceed the average gross weekly earnings of the insured person, the weekly benefit shall be calculated in accordance with the following formula:

$$WB = \frac{80\% \text{ of } WE}{PB + OB} \times PB$$

where

WB is the weekly benefit,

WE is the average gross weekly earnings of the insured person,

PB is the lesser of $400 and 80% of WE,

OB is the total of all other weekly benefits payable to the insured person under other contracts, including a contract of group accident insurance and a life insurance contract providing disability insurance, excluding benefits under the *Employment Insurance Act* (Canada) and the *Canada Pension Plan* (Canada);

(4) the disability of the insured person shall be certified by a duly qualified medical practitioner, if so required by the Insurer.

SUBSECTION 2(A) – SUPPLEMENTED BENEFITS RESPECTING ACCIDENTS OCCURRING OUTSIDE ALBERTA IN A NO-FAULT JURISDICTION

(1) In this Subsection, *2(A)*

(a) "accident" means an event resulting in bodily injury caused by an automobile or by the use of an automobile or by the load of an automobile, including damage caused by a trailer;

(b) "applicable laws" means, with respect to a no-fault jurisdiction, the laws in force from time to time governing the system of no-fault automobile insurance in that jurisdiction;

(c) "insured person" means an individual who is a resident of Alberta and who

(i) is an occupant of the described automobile or of a newly acquired or temporary substitute automobile as defined in this policy,

(ii) is an occupant of an automobile and is

(A) the named insured, or a spouse/adult interdependent partner of the named insured living in the same dwelling premises as the named insured, or

(B) a dependent relative of an individual referred to in paragraph (A) living in the same dwelling premises as the named insured,

(iii) while a pedestrian, is struck by the described automobile or a newly acquired or temporary substitute automobile as defined in this policy,

(iv) while a pedestrian, is struck by an automobile and is

(A) the named insured, or a spouse/adult interdependent partner of the named insured living in the same dwelling premises as the named insured, or

(B) a dependent relative of an individual referred to in paragraph (A) living in the same dwelling premises as the named insured,

(v) is the occupant of an automobile or a pedestrian struck by an automobile and is

(A) an employee or partner of the named insured who is provided with the regular use of the described automobile, or a spouse/adult interdependent partner of the employee living in the same dwelling premises as the employee or a spouse/adult interdependent partner of the partner living in the same dwelling premises as the partner, or

(B) a dependent relative of an individual referred to in paragraph (A) living in the same dwelling premises as that individual,

or

(vi) is

(A) the occupant of an automobile, or

(B) a pedestrian struck by an automobile

driven by an individual described in any of subclauses (i) through (v),

but does not include an individual who is, at the time of an accident in Quebec, the owner or occupant of an automobile registered in Quebec;

(d) "no-fault jurisdiction" means the Province of Quebec, Ontario, Manitoba or Saskatchewan;

(e) "pedestrian" means an individual who is not an occupant of an automobile;

(f) "resident of Alberta" means an individual who

(i) is authorized by law to be or to remain in Canada and is living and ordinarily present in Alberta, and

(ii) meets the criteria for non-residency in the no-fault jurisdiction established by the applicable laws of the no-fault jurisdiction.

(2) The definition of "insured person" under the heading Special Provisions, Definitions, and Exclusions of Section B does not apply to this Subsection.

(3) Where an insured person suffers personal injury as a result of an accident occurring in a no-fault jurisdiction, the insurer agrees to pay to the insured person the amount that would be payable under the applicable laws of the no-fault jurisdiction as if the insured person were a resident of the no-fault jurisdiction.

(4) For the purposes of calculating an amount payable under (3) in respect of an accident occurring in Quebec, references in the *Automobile Insurance Act* (Quebec) to other statutes or regulations of Quebec used to calculate an amount payable under (3) shall be read as references to corresponding Alberta statutes or regulations or federal statutes or regulations that apply in Alberta.

(5) In any claim or action in Alberta arising out of an accident in Alberta, the insurer agrees not to exercise its right of subrogation against a resident of Manitoba or Saskatchewan in respect of Section B - Accident Benefits paid to a resident of Alberta under this policy.

(6) No exclusion or limitation in Section B or in the General Provisions, Definitions and Exclusions and the Statutory Conditions of this policy may be raised by the insurer in respect of a claim by an insured under (3).

SUBSECTION 3 – UNINSURED MOTORIST COVER

All sums which every insured person shall be legally entitled to recover as damages for bodily injury and all sums which any other person shall be legally entitled to recover as damages because of the death of any insured person, from the owner or driver of an uninsured or unidentified automobile as defined herein.

(1) **The Insurer shall not be liable under this subsection,**

(a) to any person who has a right of recovery under an unsatisfied judgment or similar fund or plan in effect in any jurisdiction of Canada or the United States of America;

(b) to any person who, without the written consent of the Insurer, makes directly or through his representative any settlement with or prosecutes to judgment any action against any person or organization which may be legally liable therefor;

(c) for any amount in excess of the minimum limit(s) for automobile bodily injury liability insurance applicable in the jurisdiction in which the accident occurs regardless of the number of persons so injured or killed, but in no event shall such limit(s) exceed the minimum limit(s) applicable in the jurisdiction stated in Item 1 of the application.

(2) **Uninsured automobile defined**

An "uninsured automobile" under this section means an automobile with respect to which neither the owner nor driver thereof has applicable and collectible bodily injury liability insurance for its ownership, use or operation, but shall not include an automobile owned by or registered in the name of

(a) the named insured or by any person residing in the same dwelling premises therewith; or

(b) the governments of Canada or the United States of America or any political sub-division thereof or any agency or corporation owned or controlled by any of them; or

(c) any person who is an authorized self-insurer within the meaning of a financial or safety responsibility law; or

(d) any person who has filed a bond or otherwise given proof of financial responsibility with respect to his liability for the ownership, use or operation of automobiles.

(3) **Unidentified automobile defined**

An "unidentified" automobile under this subsection means an automobile which causes bodily injury or death to an insured person arising out of physical contact of such automobile with the automobile of which the insured person is an occupant at the time of the accident, provided

(a) the identity of either the owner or driver of such automobile cannot be ascertained, and

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(b) the insured person or someone on his behalf has reported the accident within 24 hours to a police, peace or judicial officer or to an administrator of motor vehicle laws and shall have filed with the Insurer within 30 days thereafter a statement under oath that the insured person or his legal representative has a cause or causes of action arising out of such accident for damages against a person or persons whose identity cannot be ascertained and setting forth the facts in support thereof; and

(c) at the request of the Insurer, the insured person or his legal representative makes available for inspection the automobile of which the insured person was an occupant at the time of the accident.

(4) **Limitation of liability**

(a) If claim is made under this subsection and claim is also made against any person who is an insured under section A – Third Party Liability of this Policy, any payment under this subsection shall be applied in reduction of any amount which the insured person may be entitled to recover from any person who is insured under section A;

(b) Any payment made under section A or under subsections 1 or 2 of section B of this Policy to an insured person hereunder shall be applied in reduction of any amount which such person may be entitled to recover under this subsection.

(5) **Determination of legal liability and amount of damages**

The determination as to whether the insured person shall be legally entitled to recover damages and if so entitled, the amount thereof, shall be made by agreement between the insured person and the Insurer.

If any difference arises between the insured person and the Insurer as to whether the insured person is legally entitled to recover damages and, if so entitled, as to the amount thereof these questions shall be submitted to arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then by two persons, one to be chosen by the insured person and the other by the Insurer and a third person to be appointed by the persons so chosen. The submission shall be subject to the provisions of The Arbitration Act and the award shall be binding upon the parties.

(6) **Notice of legal action**

If, before the Insurer makes payment of loss hereunder, the insured person or his representative shall institute any legal action for bodily injury or death against any other person owning or operating an automobile involved in the accident, a copy of the writ of summons or other process served in connection with such legal action shall be forwarded immediately to the Insurer.

SPECIAL PROVISIONS, DEFINITIONS, AND EXCLUSIONS OF SECTION B

1) **"INSURED PERSON" DEFINED**

In this section, the words "insured person" mean

(a) any person while an occupant of the described automobile or of a newly acquired or temporary substitute automobile as defined in this policy;

(b) the insured and, if residing in the same dwelling premises as the insured, his or her spouse/adult interdependent partner and any dependent relative of either while an occupant of any other automobile; provided that

(i) the insured is an individual or are two spouses/adult interdependent partners in a household;

(ii) such person is not engaged in the business of selling, repairing, maintaining, servicing, storing or parking automobiles at the time of the accident;

(iii) such other automobile is not owned or regularly or frequently used by the insured or by any person or persons residing in the same dwelling premises as the insured;

(iv) such other automobile is not owned, hired, or leased by an employer of the insured or by an employer of any person or persons residing in the same dwelling premises as the insured;

(v) such other automobile is not used for carrying passengers for compensation or hire or for commercial delivery;

(c) in Subsection 1 and 2 of Section B only, any person, not the occupant of an automobile or of railway rolling-stock that runs on rails, who is struck, in Canada, by the described automobile or a newly acquired or temporary substitute automobile as defined in the policy.

(d) in Subsection 1 and 2 of Section B only, the named insured, if an individual and his or her spouse/adult interdependent partner and any dependent relative residing in the same dwelling premises as the named insured, not the occupant of an automobile or of railway rolling-stock that runs on rails, who is struck by any other automobile; provided that

(i) such person is not engaged in the business of selling, repairing, maintaining, servicing, storing, or parking automobiles at the time of the accident;

(ii) that automobile is not owned or regularly or frequently used by the insured or by any person or persons residing in the same dwelling premises as the named insured;

(iii) that automobile is not owned, hired, or leased by an employer of the insured or by an employer of any person or persons residing in the same dwelling premises as the named insured;

(e) if the insured is a corporation, unincorporated association, or partnership, or a sole proprietorship, any employee or partner of the insured for whose regular use the automobile is furnished, and his or her spouse/adult interdependent partner and any dependent relative of either, residing in the same dwelling premises as such employee or partner, while an occupant of any other automobile; and

(f) in Subsections 1 and 2 of Section B only, any employee or partner of the insured, for whose regular use the automobile is furnished, and his or her spouse/adult interdependent partner and any dependent relative of either, residing in the same dwelling premises as such employee or partner, while not the occupant of an automobile or of railway rolling-stock that runs on rails, who is struck by any other automobile; provided that in respect of (e) and (f) above,

(i) neither such employee nor partner or his or her spouse/adult interdependent partner is the owner of an automobile;

(ii) such person is not engaged in the business of selling, repairing, maintaining, servicing, storing, or parking automobiles at the time of the accident;

(iii) such other automobile is not owned or regularly or frequently used by the employee or partner, or by any person or persons residing in the same dwelling premises as such employee or partner;

(iv) such other automobile is not owned, hired, or leased by the insured or by an employer of any person or persons residing in the same dwelling premises as such employee or partner of the insured;

in respect of (e) above only,

(v) such other automobile is not used for carrying passengers for compensation or hire or for commercial delivery.

(1.1) **"Prescribed claim form" Defined** – In this section, the words "prescribed claim form" mean a form prescribed by the Minister under section 803 of the *Insurance Act*.

(1.2) **"Spouse/adult interdependent partner" Defined** – In this section, the words "spouse/adult interdependent partner" mean the spouse or adult interdependent partner, as the case may be.

(2) **EXCLUSIONS**

(a) The Insurer shall not be liable under provision (1) of subsection 1 nor under Part II of subsection 2 of this section B for bodily injury to any person

(i) resulting from the suicide of such person or attempt thereat, whether sane or insane; or

(ii) who is entitled to receive the benefits of any workmen's compensation law or plan as a result of the accident; or

(iii) where the person at the time of the accident is engaged in a race or speed test; or

(iv) caused directly by sickness or disease; or

(v) who is using the automobile for any illicit or prohibited trade or transportation.

(b) The Insurer shall not be liable under Part II of subsection 2 of this section B for bodily injury

(i) sustained by any person who is convicted of an offence under section 253(b) of The Criminal Code (driving with more than 80 milligrams of alcohol in 100 millilitres of blood) or under section 253(a) of The Criminal Code (driving while ability to drive impaired by alcohol or a drug) occurring at the time of the accident, or

(ii) sustained by any person driving the automobile who is under the age prescribed by the law of the jurisdiction in which the accident occurs as being the minimum age at which a licence or permit to drive the automobile may be issued to him; or

(iii) sustained by any person driving the automobile who is not for the time being either authorized by Law or qualified to drive the automobile.

(3) **NOTICE AND PROOF OF CLAIM**

Subject to the *Diagnostic and Treatment Protocols Regulation*, the insured person or the insured person's agent, or the person otherwise entitled to make a claim or that person's agent, shall

(a) deliver personally,

(b) mail,

(c) fax, or

(d) send by e-mail if both parties have agreed to this method of sending and receiving notices and other documents,

a properly completed prescribed claim form, containing at least the information referred to in provision (3.1), to the chief agency or head office of the Insurer in Alberta within 30 days of the accident, or if giving notice within 30 days is not reasonable, as soon as practicable after that.

(3.1) **Contents of Claim Form** – The completed prescribed claim form must include

(a) details of the injury, and

(b) details of the accident that are within the personal knowledge of the insured person.

(3.2) **Responsibility for Expenses Related to Completion of Claim Form** – The Insurer shall pay all expenses incurred by or on behalf of the insured person in completing the medical report portion of the prescribed claim form.

(3.3) **Total Disability Claim** – With respect to a total disability claim, the insured person shall, if so required by the Insurer, furnish a certificate from a duly qualified medical practitioner as to the cause and nature of the accident for which the claim is made and as to the duration of the disability caused thereby.

(4) **MEDICAL REPORTS – Subject to provision (4.1)**, the Insurer has the right and the claimant shall afford to a duly qualified medical practitioner named by the Insurer an opportunity to examine the person of the insured's person when and as often as it reasonably requires while the claim is pending, and also, in the case of the death of the insured person, to make an autopsy subject to the law relating to autopsies.

(4.1) **Exemption** – The Insurer has no right and the claimant is under no obligation under provision (4) with respect to

(a) injuries to which the *Diagnostic and Treatment Protocols Regulation* applies during the period and with respect to any service, diagnostic imaging, laboratory testing, specialized testing, supply, treatment, visit, therapy, assessment, making a report or other activity or function authorized under that Regulation;

(b) subject to provision (4.2), any other injuries for which the following services are provided:

(i) chiropractic services;

(ii) massage therapy services;

(iii) acupuncture services;

(iv) the following services to the extent of the specified limit:

(A) psychological services, up to $600 per person;

(B) physical therapy services, up to $600 per person;

(C) occupational therapy services, up to $600 per person.

(4.2) **Non-application** – Provision (4.1)(b) does not apply to those injuries to which the *Diagnostic and Treatment Protocols Regulation* ceases to apply.

(5) **RELEASE**

Notwithstanding any release provided for under the relevant sections of The Insurance Act of the Province, the Insurer may demand, as a condition precedent to payment of any amount under Section B of the policy, a release in favour of the insured and the Insurer from liability to the extent of such payment from the insured person or his personal representative or any other person.

(6) **WHEN MONEYS PAYABLE**

(a) Except for the expenses authorized to be paid in accordance with the *Diagnostic and Treatment Protocols Regulation*, all amounts payable under Section B other than benefits under Part II of Subsection 2 shall be paid by the Insurer within 60 days after it has received a completed prescribed claim form. The initial benefits for loss of time under Part II of Subsection 2 shall be paid within 30 days after the Insurer has received the completed prescribed claim form, and payments shall be made thereafter within each 30-day period while the Insurer remains liable for payments if the insured person, whenever required to do so, furnishes, prior to payment, proof of continuing disability.

(b) No person shall bring an action to recover the amount of a claim under this section unless the requirements of provisions (3) and (4) are complied with, nor until the amount of the loss has been ascertained as provided in this section.

(c) Every action or proceeding against the Insurer for the recovery of a claim under this section shall be commenced within two years from the date on which the cause of action arose and not afterwards.

See also general provisions, definitions, exclusions, and statutory conditions of this policy.

APPLICATION FOR AUTOMOBILE INSURANCE (OWNER'S FORM S.A.F. 1)

Policy No. Assigned: ▶

Insurance Company (Hereinafter called the Insurer) ☐ New Replacing Policy No. ▶

Policy Language ☐ English ☐ French

☐ Company Bill ☐ Agency Bill Broker Bill Other

Item

1. Applicant's Full Name and Postal Address (including county or district)

Postal Code:

Agent/Broker Code(s)

Agent/Broker Use Only Applicant's Tel #s

Res.

Bus.

(ext.)

Each described automobile is and will be chiefly used in the vicinity of the applicant's address above unless otherwise stated in the Remarks section overleaf.

2. Policy Period ▶ From Time a.m. ☐ p.m. ☐ Date (Y/M/D) Y M D To 12:01 a.m. Date (Y/M/D) Y M D All times are local times at the applicant's postal address stated herein.

3. Particulars of the Described Automobile(s)

Veh. No.	Model Year	Trade Name	Model or C.C.	Body Type	V.I.N. (Serial No.)	Purchased by Applicant Year	Month	New or used	Purchase Price including equipment
1									
2									
3									
4									

Agent/Broker and Company Use Only

Veh. No.	If applicable, indicate which and state name, postal address and postal code of ☐ Lienholder ☐ Lessor	Truck Gross Vehicle Weight	List Price New	Veh. Code	Terr.	Loc.	Class	D.R. T.P.L.	D.R. Coll.	R.G. Coll.	R.G. Comp.
1											
2											
3											
4											
▶			Occasional Driver (O.D.) of vehicle No. ▶								

4. This application is made for insurance against one or more of the perils mentioned in this item, but for insurance under the section(s) for which a premium is specified in this item and no other and upon the terms, conditions, provisions, definitions and exclusions of the Insurer's corresponding standard policy form and for the following specified limit(s) and amount(s).

THIS POLICY CONTAINS A PARTIAL PAYMENT OF LOSS CLAUSE

Insuring Agreements		Section A Third Party Liability	Section B Accident Benefits	Section C Loss of or Damage to Insured Automobile(s): 1. All Perils	2. Collision or Upset	3. Comprehensive (excluding collision or upset)	4. Specified Perils (excluding collision or upset)	Endorsements Veh. No.	S.E.F. No.
Perils		Legal Liability for bodily injury to or death of any person or damage to property (EXCLUSIVE OF COSTS AND POST JUDGMENT INTEREST) FOR LOSS OR DAMAGE RESULTING FROM BODILY INJURY TO OR THE DEATH OF ONE OR MORE PERSONS AND FOR LOSS OR DAMAGE TO PROPERTY, REGARDLESS OF THE NUMBER OF CLAIMS ARISING FROM ANY ONE ACCIDENT.	Payments for death or bodily injury	Amount deductible on each separate claim except for loss or damage by fire or lightning or theft of the entire automobile					
Limits and Amounts in Dollars	1		AS STATED IN SECTION B OF THE POLICY						
	2								
	3								
	4							S.E.F. Premium	Vehicle Premium
Premium in Dollars	1	Grid ❑ Yes ❑ No Grid Step ____							
	2	Grid ❑ Yes ❑ No Grid Step ____							
	3	Grid ❑ Yes ❑ No Grid Step ____							
	4	Grid ❑ Yes ❑ No Grid Step ____							
	O.D.	Grid ❑ Yes ❑ No Grid Step ____							
	O.D.	Grid ❑ Yes ❑ No Grid Step ____							

Minimum Retained Premium ▶ $ Total Estimated Policy Premium ▶ $

The Total Estimated Policy Premium is subject to adjustment to the Insurer's manual premium for the risk.

5. List all Drivers of the Described Automobile(s) in the Household or Business

Driver No.	Name (as shown on Driver's Licence)	Operator Licence Number	Date of Birth YYYY	MM	DD	State number of years Licenced in Canada or United States: Date Lic.	LIC Class	Grid Step	Approx. % Use of Vehicle/Relevant DR. Veh. 1	Veh. 2	Veh. 3	Veh. 4	Driver's Occupation	Attach DTC Cert.
1														
2														
3														
4														

6(a). Is any driver subject to fainting spells, dizziness or loss of consciousness? ☐ no ☐ yes If yes, state particulars in Remarks section.

6(b). Has any driver ever suffered from a heart disorder, epilepsy, diabetes, defective vision or hearing, or any other physical or mental disability which might affect the safe operation of a vehicle? ☐ no ☐ yes If yes, state particulars in Remarks section.

7(a). Give particulars of all CONVICTIONS arising from the operation of any automobile during the past THREE years.

Driver No.	Date Y	M	Description

7(b). Give particulars of all ACCIDENTS or CLAIMS arising from the ownership or operation of any automobile during the past SIX years.

◀ Use Remarks section overleaf if necessary

Veh. No.	Driver No.	Date Y	M	Type of Claim	Amount Paid or Estimate	Claim Amount Repaid to Insurer	Description

8(a). Has any driver's licence, vehicle permit or similar authorization issued to the applicant or drivers listed in item 5 above to the knowledge of the applicant been or continued to be suspended, cancelled or lapsed? ☐ Yes ☐ No
If yes, state particulars in Remarks section.

9(a). Has any insurer, to the knowledge of the applicant, cancelled, declined or refused to renew or issue automobile insurance to the applicant or drivers shown in item 5 within the THREE years preceding this application? If so, state name of insurer, and policy number if available.

Insurer Policy No.

9(b). Details of applicant's most recent automobile insurance.

Insurer Policy No. Expiry Date Y/M/D Y M D

9(c). Does the applicant owe any money to another insurer related to a policy of auto insurance? ☐ Yes ☐ No

Veh. No.	10(a). State the usual distance driven annually.	10(b). Is the vehicle used to commute? (Driving to work, school or part-way such as to public transit.) No	Yes	Distance One Way	10(c). State the usual % of annual kilometers driven for business use. Enter 0 if no business use.	10(d). Is the vehicle used outside of Canada?
1	km	☐	☐	km	%	☐ Yes ☐ No No. of Months _____
2	km	☐	☐	km	%	☐ Yes ☐ No No. of Months _____
3	km	☐	☐	km	%	☐ Yes ☐ No No. of Months _____
4	km	☐	☐	km	%	☐ Yes ☐ No No. of Months _____

10(d): If yes, state particulars in Remarks section.

10(e). Have any of the following after-market modifications been made? ☐ Engine ☐ Ground Clearance ☐ Interior Roll Cage ☐ Tires If yes, state particulars in Remarks section.

11(a). Will the automobile be rented or leased, or used for carrying passengers for compensation or hire, or for carrying explosives or radioactive material? If so, provide details.

Veh. No.	
1	
2	
3	
4	

11(b). Will the automobile be used for the transportation of goods for compensation? If so, state class of licence or certificate and radius of operations.

Veh. No.	
1	
2	
3	
4	

12. Unless otherwise stated, the applicant is both the registered owner and actual owner of the described automobile.
If not, state the names of:

(a). The registered owner

(b). The actual owner

13. Where (a) an Applicant for a contract, (i) gives false particulars of the described automobile to be insured to the prejudice of the Insurer, or (ii) knowingly misrepresents or fails to disclose in the application any fact required to be stated therein; or (b) the Insured contravenes a term of the contract or commits a fraud; or (c) the Insured willfully makes a false statement in respect of a claim under the contract, a claim by the Insured is invalid and the right of the Insured to recover indemnity is forfeited.

The applicant acknowledges that all of the information given by the applicant in items 1 through 13 and any particulars in the Remarks section relating thereto are true and the applicant hereby applies for a contract of automobile insurance to be based on the truth of the said information.

The personal information collected on this application is needed to issue the policy. We are required to provide this information to the Underwriting Information Tracking System, which is a data bank operated on behalf of the automobile insurance industry for the purpose of statistical analysis, identification of eligible risks and the proper rating of those risks. The information in the data bank is available to all insurance companies and insurance agents providing automobile insurance in Canada.

CONSENT: I am applying for automobile insurance based on the information provided in this application. I authorize you to collect, use and disclose the information on this form and any additional information about my driving record, automobile insurance policy and claims history and that of the listed drivers from whom I declare I have obtained consent for these purposes. I understand that this personal information is necessary to assess the risk, issue the insurance contract, renewal or change, detect and prevent fraud and investigate and settle any claims. If I apply for a premium payment plan, I authorize you to obtain and use my credit report.

Date Y/M/D Y M D Signature of Applicant

1418-1E AB (01/14) INFORMCO INC.

ADVERTISEMENTS

Notice of Liquidation

(Business Corporations Act)

In the Matter of the Liquidation of

AKORA HOMES INC.
(“AKORA”)

Take notice that pursuant to an Order of the Court of Queen’s Bench of Alberta Judicial District of Lethbridge, dated August 27, 2013

AKORA HOMES INC.
(“AKORA”)

has been ordered to be liquidated and dissolved and further that MNP Ltd. has been appointed Liquidator.

All creditors and claimants are required to file with the Liquidator a detailed account of their claim(s) prior to November 30, 2013 at the address noted below.

Any persons possessing property of AKORA are required to deliver it to the Liquidator.

Any persons having knowledge of assets or interests owed by AKORA are required to report to the Liquidator a detailed listing of all assets they are aware of, prior to November 30, 2013 at the address of the Liquidator noted below.

For further information or particulars, please contact:

MNP Ltd.
3425 – 2 Avenue South
Lethbridge, Alberta T1J 4V1

Phone: 403-380-1600
Fax: 403-329-4631

Attention: George Lomas, FCA·FCIRP or Randy Kobbert, CA·CIRP

e-mail: george.lomas@mnp.ca or randy.kobbert@mnp.ca

Public Sale of Land

(Municipal Government Act)

City of Grande Prairie

Notice is hereby given that under the provisions of the Municipal Government Act, the City of Grande Prairie will offer for sale, by public auction, in the First Floor Conference Room at City Hall, Grande Prairie, Alberta, on Friday, November 29, 2013, at 9:00 a.m., the following lands:

Legal Description			**Address of Property**
1476BV	16	15	9808 – 100 Avenue
3121KS	3	1	10510 – 109 Avenue
5274RS	17	28	9662 – 112 Avenue
5397RS	6	1	8402 – 100 Street
6041RS	16	13	9552 – 85 Avenue
601TR	13	106	9226 – 112A Avenue
1095TR	6	55	9736 – 119 Avenue
7821269	25	63	9642 – 74 Avenue
7921105	16	23	8102 – 94 Street
7922548	48	4	9325 – 62 Avenue
8021381	3	26	9601 – 122 Avenue
8021563	52	3	9609 – 65 Avenue
8021572	27	82	7015 – 93 Street
8120725	7	6	7701 – 103 Street
9422306	8	12	11110 – 90 Street
9523475	15		115, 9140 – 101 Avenue
9623573	2	16	6515 – 91 Street
9722268	1	118	12106 – 98 Street
9920784	17	39	7337 Kateri Drive
9924198	13	205	9238 – 115 Avenue
9924917	9	48	7330 – 104 Street
9925822	2	4	92 Pinnacle Way
0022359	2	15	11909 – 104A Street
0023294	8	13	8926 – 61 Avenue

0121753	13	50	7312 – 102 Street
0227569	6		111, 10150 – 121 Avenue
0420734	1	56	9910 – 90A Street
0521262	6	10	11061 – 66 Avenue
0525577	81		9003 – 85 Avenue
0625189	9	22	9113 – 93 Avenue
0720161	5	17	11324 – 69 Avenue
0725138	15	15A	11301 – 83 Avenue
0828493	67		G, 103, 8640 – 103 Avenue

Each parcel of land will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title.

The City of Grande Prairie may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.

Terms: CASH

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Grande Prairie, Alberta, September 4, 2013.

Don Swant, *Assessment & Tax Manager*.

Flagstaff County

Notice is hereby given that under the provisions of the Municipal Government Act, Flagstaff County will offer for sale, by public auction, in the Flagstaff County Office, at 12435 TWP RD 442, Sedgewick, Alberta, on Wednesday, November 20, 2013, at 11:00 a.m., the following lands:

Pt. of Sec.	**Sec**	**Twp**	**Rge**	**M**	**Acres**	**C of T**
Pt. S.E.	06	43	12	4	4.05	092363332

Each parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

Flagstaff County may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: Cash, Certified Cheque or Bank Draft.

Redemption may be affected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Sedgewick, Alberta, August 28, 2013.

S. Armstrong, *Chief Administrative Officer*.

County of Grande Prairie

Notice is hereby given that, under the provisions of the Municipal Government Act, the County of Grande Prairie No. 1 will offer for sale, by public auction, in the County Administration Building, 10001 – 84 Avenue, Clairmont, Alberta, T0H 0W0 on Tuesday, November 26, 2013, at 2:00 p.m., the following lands:

Lot	Block	Plan	Acres	Quarter Section	C of T
1		9023038	3.11	(NW 18-74-6-W6)	932011093
17	1	8122493	4.49	(NW 32-74-5-W6)	002047491
1		9821647	9.98	(NE 4-71-7-W6)	062202338

Each parcel will be offered for sale, subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title.

The land is being offered for sale on an "as is, where is" basis and the County of Grande Prairie No. 1 makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, or the developability of the subject land for any intended use by the Purchaser. No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel. No terms and conditions of sale will be considered other than those specified by the County of Grande Prairie No. 1. No further information is available at the auction regarding the lands to be sold.

Bidders may, prior to the Public Auction, access a report on possible presence of soil contamination by contacting the County of Grande Prairie No. 1; and

The parcel may be occupied and is offered for sale subject to the existing tenancy

Terms: 10% deposit and balance within 30 days of the Public Auction. G.S.T. will apply on lands sold at the public Auction.

The County of Grande Prairie No. 1 may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.

Redemption may be affected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated: September 13, 2013

Bill Rogan, *County Administrator*.

Lacombe County

Notice is hereby given that, under the provisions of the Municipal Government Act, Lacombe County will offer for sale, by public auction, in the County Office at 40403 Range Road 274, Lacombe County, Alberta, on Friday, November 15, 2013, at 2:00 p.m., the following lands:

Lot	**Block**	**Plan**	**C of T**
8-10	51	7159AI	072034751
9	46	7159AI	032365048+1

Pt. of Sec.	**Sec**	**Twp**	**Rge**	**M**	**Acres**	**C of T**
NW	12	39	26	W4M	151.57	072257781
SW & NW	23	41	23	W4M	315.24	002312560

Each parcel will be offered for sale, subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title.

The land is being offered for sale on an "as is, where is" basis, and Lacombe County makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, or the developability of the subject land for any intended use by the Purchaser. No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel. No terms and conditions of sale will be considered other than those specified by Lacomber County.

The lands may be occupied and are offered for sale subject to existing tenancy.

Lacombe County may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: Cash or Certified Cheque

Redemption may be affected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Lacombe, Alberta, August 29, 2013.

Terry Hager, *County Commissioner,*
Lacombe County.

County of Newell

Notice is hereby given that under the provisions of the Municipal Government Act, the County of Newell will offer for sale, by public auction, in the Office of the County Administrator, located at County of Newell, Brooks, Alberta, on Wednesday, November 13th, 2013, at 10:00 a.m., the following lands:

Legal Description	Plan, Block, Lot	Acres	C of T
NE 23-20-13-W4	n/a	158.97	991 348 238
SE 24-20-13-W4	n/a	75.00	001 001 692 001
SE 06-19-14-W4	Plan 7811334, Block B	39.93	101 255 369 014
NE 11-21-18-W4	Plan 8111991, Block 3, Lot 2	1.90	121 329 853
SE 06-15-13-W4	Plan 7410502, Block 2, Lot 8	0.35	101 149 778
NE 13-20-13-W4	Plan 7910924, Block 15, Lot 10	0.12	101 127 947
SE 06-15-13-W4	Plan 8210258, Block 2, Lot 6	0.13	071 290 077

Each parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

The County of Newell may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.

Terms: Cash or Certified Cheque Only

Redemption may be affected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Brooks, Alberta, September 6, 2013.

Kevin Stephenson, *County Administrator*.

Red Deer County

Notice is hereby given that, under the provisions of the Municipal Government Act, Red Deer County will offer for sale, by public auction, in the Red Deer County Centre, 38106 Range Road 275, Red Deer County, Alberta, on Friday, November 15, 2013, at 2:00 p.m., the following lands:

Part of Section	Section	Township	Range	Meridian	Area	Certificate of Title
SE Plan 9524360	13 Block 2	37 Lot 28	28	4	0.13 A	002363447
NW	23	36	23	4	0.19 A	022343625002

Plan 4485AP	Block 3	Lot 17				
NW Plan 0320858	23 Block 3	36 Lot 18A	23	4	0.58 A	032058812
SW Plan 9320773	19	35 Unit 753	02	5	0.06 A	032367266
SE Plan 3992KS	12 Block 2	36 Lot 3	25	4	0.11 A	052096129
NW Plan 4485AP	23 Block 1	36 Lot 6	23	4	0.08 A	072441901001
NE	04	37	22	4	119.0 A	082199607
NE Plan 0221116	25	35 Unit 100	03	5	0.07 A	092248282
NE Plan 0524444	25	35 Unit 7	03	5	0.067 A	102220415
SE	16	37	23	4	83.95 A	112161315
NE	11	38	26	4	158.97A	822062006A
SE Plan 7922036	22 Block 1	35 Lot 4	04	5	1.20 A	852242832
SW Plan 8721947	19	35 Unit 544	02	5	.06 A	912055461
SW Plan 8721947	19	35 Unit 486	02	5	.06 A	992034039

Each parcel will be offered for sale, subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title. The land is being offered for sale on an “as is, where is” basis, and Red Deer County makes no representation and gives no warranty whatsoever as to the existence or adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, or the development ability of the subject land for any intended use by the purchaser.

No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel. No terms and conditions of sale will be considered other than those specified by Red Deer County.

Red Deer County may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.

Terms: Cash or certified cheque. Non-refundable deposit of 10% of bid due at the time of the sale, with the balance of 90% of bid due within 10 days.

Redemption may be affected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Red Deer County, Alberta, September 13, 2013.

Finance Department.

Sturgeon County

Notice is hereby given that under the provisions of the Municipal Government Act, Sturgeon County will offer for sale, by public auction, in the Council Chambers, Morinville, Alberta, on Wednesday, November 20, 2013, at 10:00 a.m., the following lands:

Pt. of Sec.	**Sec**	**Twp**	**Rge**	**M**	**Acres**
Pt. NW	32	54	27	W4	0.345
E ½ NW	23	57	22	W4	78.73

Plan	**Block**	**Lot**	**Acres**
8123138	1	22	2.99
8028696	1	1	1.03
8021177	-	B	1.50
2124KS	1	-	1.00
7721618	-	1	79.65
0126083	1	4	5.95
7822560	-	6	0.80
7723014	1	1	1.67

Each parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

Sturgeon County may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.

Terms: Cash

Redemption may be affected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Morinville, Alberta, August 22, 2013.

Rick Wojkiw, *General Manager Corporate Services*.

Westlock County

Notice is hereby given that under the provisions of the Municipal Government Act, Westlock County will offer for sale, by public auction, in the Westlock County Office, Westlock, Alberta, on Thursday, December 5, 2013, at 2:00 p.m., the following lands:

DAPP

Lot	Block	Plan	C of T
1, 2	B	596CL	052193371

PICKARDVILLE

Lot	Block	Plan	C of T
6	2	6887CE	052437320

REGAL PARK VILLAGE

Lot	Block	Plan	C of T
10	3	7923236	072401321

VIMY

Lot	Block	Plan	C of T
29	6	7921526	012150308
6	7	7921526	012369196
8	7	7921526	012369194
14	7	7921526	012369193
19	7	7921526	012164584

RURAL

Lot	Block	Plan	C of T
1	1	0927553	092351938
1	1	0927674	092260547
1	1	0827451	082392271

Pt. of Sec.	Sec	Twp	Rge	M	C of T
SW	22	57	27	4	47D237

Each parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

Westlock County may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: Cash.

Redemption may be affected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Westlock, Alberta, September 30, 2013.

Edward LeBlanc, *County Administrator*.

Municipal District of Foothills No. 31

Notice is hereby given that under the provisions of the Municipal Government Act, the Municipal District of Foothills No. 31 will offer the following properties for sale, by public auction, at the Foothills Administration Building, 309 Macleod Trail SW, High River, Alberta, on Wednesday, December 4, 2013, at 1:30 p.m., the following lands:

Legal Descriptions	**Size**	**LINC**
Condominium Plan 0311515 Unit 150 and 32 undivided one ten thousandth shares in the common property	220 m3	0029918737
Plan 7610816 Block 11 Lot 2	542.02 m3	0017957861
Sec 1 Twp 21 Rge 29 W4; LSD 10, 15	80 acres	0021509543
Plan 2446S Block 2 Lots 25 to 28 inclusive	0.55 acres	0015948888
Plan 7710975 Lot 6	18.97 acres	0014444707
Plan 041543 Block 6 Lot 1	4.72 acres	0030858211
Plan 9812284 Lot 2	5.68 acres	0027591230
Plan 0611735 Block 28 Lot 7	618 m3	0031710023

Each parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

The Municipal District of Foothills No. 31, may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.

Terms and conditions of Sale for the Public Auction are:

- Cash, certified cheque, money order
- G.S.T. will apply to all lands sold at the Public Auction

- The lands are being offered for sale on an "as is, where is" basis and the Municipal District of Foothills No. 31 makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, zoning, building and development conditions, absence or presence of environmental contamination, vacant possession, or the developability of the lands for any intended use by the successful bidder.

Redemption may be affected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Aldersyde, Alberta, September 13, 2013.

Harry Riva Cambrin, *C.A.O.*

Municipal District of Provost No. 52

Notice is hereby given that under the provisions of the Municipal Government Act, the Municipal District of Provost No. 52 will offer for sale, by public auction, to be held in the Municipal Administration Building at Provost, Alberta, on Thursday, November 21, 2013, at 10:00 a.m., the following parcels of land:

Pt. Of Sec.	**Sec.**	**Twp**	**Rge**	**Mer**	
N.W.	21	42	7	W4	(160 Acres)
S.W.	21	42	7	W4	(160 Acres)
N.W.	14	41	8	W4	(5 Acres)

Plan	**Block**	**Lot**	
3117E.T.		D	(Hamlet of Metiskow)
4255A.C.	2	A	(Hamlet of Rosyth)

Each parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

The Municipal District of Provost No. 52 may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.

Terms: CASH or CERTIFIED CHEQUE.

The above property may be subject to G.S.T.

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Provost, Alberta, September 4, 2013.

Tyler Lawrason, *Administrator*.

Town of Calmar

Notice is hereby given that, under the provisions of the Municipal Government Act, Town of Calmar will offer for sale, by public auction, at the Calmar Town Council Chambers, 4901 – 50 Avenue, Calmar, Alberta, on Monday, November 18, 2013, at 9:00 a.m., the following lands:

Lot	Block	Plan	C of T
10	16	7520922	982 184 829

The parcel will be offered for sale, subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title.

The land is being offered for sale on an "as is, where is" basis, and the Town makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, vacant possession, or the developability of the subject land for any intended use by the Purchaser. No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of the parcel. No terms and conditions of sale will be considered other than those specified by the Town.

The Town of Calmar may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: Cash, Money Order or Certified Cheque.

Redemption may be affected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Calmar, Alberta, September 9, 2013.

Kathy Rodberg, *Chief Administrative Officer*.

Town of Devon

Notice is hereby given that under the provisions of the Municipal Government Act, the Town of Devon will offer for sale, by public auction, at the Town Office, 1 Columbia Ave West, Devon, Alberta, on Wednesday, November 20, 2013, at 10:00 a.m., the following lands:

Lot	Block	Plan
32	8	0224697

Each parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

The property is being offered for sale on an "as is, where is" basis, and the Town of Devon makes no representation and gives no warranty whatsoever of the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, vacant possession or the develop ability of the subject land for any intended use by the successful bidder. No terms or conditions will be considered other than those specified by the Town of Devon. The successful bidder will be required to execute a Sale Agreement in a form and substance acceptable to the Town of Devon. No further information is available at the auction regarding the lands to be sold.

The Town of Devon may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms of the sale are Cash, Bank Draft or Certified Cheque. A 30% deposit is payable upon acceptance of the bid at public auction. The balance of the accepted bid is due within 15 days, or the deposit will be forfeited and the Town will consider the next bid.

Redemption may be affected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Devon, Alberta, September 9, 2013.

Dianna Doyle, *Director of Finance*.

Town of Edson

Notice is hereby given that under the provisions of the Municipal Government Act, the Town of Edson will offer for sale, by public auction, in the Council Chambers located in the Edson Civic Centre, 605-50 Street, Edson Alberta, on Wednesday, November 14, 2013, at 10:00 a.m., the following lands:

Plan	**Block**	**Lot**	**Civic Address**
812 1050	7	8	5901-11 Avenue
3719ET	4	1 PT	1217-63 Street

Each parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

The Town of Edson may, after the public auction, become the owner of any parcel of land not sold at the public auction.

The terms of sale are payment in full by cash or certified cheque by 4:00 p.m. on the date of the public auction.

Redemption may be affected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Edson, Alberta, September 11, 2013.

Sarah Bittner, *Director of Finance*.

Town of Fairview

Notice is hereby given that, under the provisions of the Municipal Government Act, The Town of Fairview will offer for sale, by public auction, in the Town Council Chambers located at #101, 10209 – 109 Street, Fairview, Alberta, on Thursday, November 14, 2013, at 10:00 a.m., the following lands:

Lot	Block	Plan	C. of T.	LINC	Minimum Bid
1	1	572EO	762171072	0021062377	$ 68,200
10	9	7520012	052091874	0010435270	58,400
1	12	841HW	982189942	0020884961	123,200
18	5	856HW	082315960	0020886081	55,500
5	1	3400RS	052336511	0017568982	218,000
10	3	7722153	972181217	0014136667	232,500
6	3	7921872	062218087	0012347316	825,200
14	4	8122300	072133792	0011785707	51,300
15	4	8122300	072133792+1	0011785699	50,700
16	4	8122300	062224421+1	0011759271	51,100
17	4	8122300	062224421	0011759289	51,100
21	4	8122300	062269993+27	0011768025	3,300
23	4	8122300	062269993+28	0011768009	3,200
25	4	8122300	062269993+29	0011767985	3,400
27	4	8122300	062269993+30	0011748381	3,500
29	4	8122300	062269993+31	0011748365	3,200
31	4	8122300	062269993+32	0011748340	3,200
33	4	8122300	062269993+33	0011748324	3,100

35	4	8122300	062269993+34	0011748308	3,700
37	4	8122300	062269993+21	0011772001	3,200
39	4	8122300	062269993+22	0011771987	3,200
1	5	8122300	062269993+23	0011771961	3,300
3	5	8122300	062269993+24	0011771946	3,200
5	5	8122300	062269993+25	0011771920	3,300
7	5	8122300	062269993+26	0011757820	3,200
7	6	8122301	062269993+19	0011742046	3,600
9	6	8122301	062269993+20	0011742087	3,500
11	6	8122301	062269993+1	0011742061	3,500
13	6	8122301	062269993+2	0011740214	3,500
15	6	8122301	062269993+3	0011740198	3,500
17	6	8122301	062269993+4	0011740172	3,500
19	6	8122301	062269993+5	0011740157	3,500
21	6	8122301	062269993+6	0011740131	3,500
23	6	8122301	062269993+7	0011742111	3,500
1	7	8122301	062269993+15	0011757630	3,500
3	7	8122301	062269993+16	0011757614	3,500
5	7	8122301	062269993+17	0011757598	3,500
7	7	8122301	062269993+18	0011757572	3,500
2	8	8122301	062269993	0011743465	3,600
4	8	8122301	062269993+8	0011755585	3,600
6	8	8122301	062269993+9	0011755569	3,600
8	8	8122301	062269993+10	0011755544	3,600
10	8	8122301	062269993+11	0011755528	3,600
12	8	8122301	062269993+12	0011755502	3,800
14	8	8122301	062269993+13	0011743515	3,800
16	8	8122301	062269993+14	0011743499	3,600
3	5	8421907	052196292	0011118528	56,600
12A	4	9221765	072400572	0022717177	265,300

The parcels of land offered for sale will be subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

Terms:
Properties with a sale price of $50,000.00 or less must be paid in full the day of the sale

or

Properties with a sale price of $50,001.00 or greater must provide a **nonrefundable deposit** of 20% of the sale price by cash or certified cheque and the remaining balance within 30 days by the same method.

The land is being offered for sale on an "as is, where is" basis and the Town of Fairview makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, vacant possession, or the ability to develop the lands for any intended use by the successful bidder. No bid will be accepted where the bidder attempts to attach conditions to the sale of any parcel of land. No terms and conditions of sale will be considered other than those specified by the Town of Fairview. No further information is available at the Public Auction regarding the land to be sold.

The notice is hereby given that under the provisions of the Municipal Government Act, the Town of Fairview may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.

Redemption may be affected by payment of all arrears of taxes, penalties and costs at any time prior to the Public Auction.

Dated at Fairview, Alberta, September 12, 2013.

Larry G. Davidson, *Chief Administrative Officer*.

Town of Raymond

Notice is hereby given that under the provisions of the Municipal Government Act, the Town of Raymond will offer for sale, by public auction, in the Municipal Office, 15 Broadway South, Raymond, Alberta, on Wednesday, November 13, 2013, at 1:30 p.m., the following lands:

Title	**Plan**	**Block**	**Lot**
081437032	0814990	29	11
081240454	2039I	17	That portion of Lot 16 which lies to the North of the south 72 feet thereof
071553238	2039I	17	The west 50 feet of the easterly 120 feet of Lots 1 and 2
961032782	2897GJ	15	The southerly 70 feet of the easterly 150 feet throughout Lot 11
101042305	7611180	37	12

121000935	5601GI	19	The south 66 feet of Lot 7
081074907	0714338	73	40

Each parcel will be offered for sale subject to a reserve bid and to the reservations and conditions contained in the existing Certificate of Title.

The Town of Raymond may, after the public auction, become the owner of any parcel of land that is not sold at the public auction.

Terms: Cash or Certified Cheque

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Raymond, Alberta, September 5, 2013.

J. Scott Barton, *Chief Administrative Officer*.

Town of Two Hills

Notice is hereby given that, under the provisions of the Municipal Government Act, Town of Two Hills will offer for sale, by public auction, at the Town Council Chambers, Two Hills, Alberta, on Wednesday, November 13, 2013, at 9:00 a.m., the following lands:

Lot	**Block**	**Plan**	**C of T**
9	2	58HW	022 059 912
3	3	58HW	002 022 705
3	6	274NY	052 333 817
1A	8	646HW	78D187
9&10	4	1442EO	82112576
2	17	4350MC	22374564
OT	16	4790HW	32118952
21	5	5330HW	62516806
17	13	6190HW	082530423+1
18&19	13	6190HW	82530423
1	3	7922724	62383238
2	3	7922724	62383238001
2	27	8322078	102211712

K	20	8421200	942088163
18	1	709EO	0020964276

The parcel will be offered for sale, subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title.

Properties are sold on an “as is, where is” basis and the Town of Two Hills makes no representation and gives no warranty whatsoever as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, or the develop ability of the subject land for any intended use by the Purchaser.

The Town of Two Hills may, after the public auction, become the owner of any parcel of land not sold at the public auction.

Terms: Cash/certified cheque payable within 7 days after the auction.

Redemption may be effected by payment of all arrears of taxes and costs at any time prior to the sale.

Dated at Two Hills, Alberta, September 13, 2013.

Village of Glenwood

Notice is hereby given that, under the provisions of the Municipal Government Act, the Village of Glenwood will offer for sale, by public auction, in the Village Office, located at 59 Main Avenue, Glenwood, Alberta, on Thursday, November 14th, 2013, at 11:00 a.m., the following lands:

Lot	**Block**	**Plan**	**Linc #**
3, 4, 5 & 6	8	1222AY	0020 496 279

Each parcel will be offered for sale, subject to a reserve bid and to the reservations and conditions contained in the existing certificate of title.

The Village of Glenwood may, after the public auction, become the owner of any parcel of land not sold at the public auction.

The lands, with or without improvements, are being offered for sale on an “as is, where is” basis, and the Village of Glenwood makes no representation and gives no warranty as to the adequacy of services, soil conditions, land use districting, building and development conditions, absence or presence of environmental contamination, or the ability to develop the subject land for any intended use by the Purchaser. No bid will be accepted where the bidder attempts to attach conditions precedent to the sale of any parcel.

Terms: Cash, Certified Cheque or Bank Draft

Redemption may be effected by payment of all tax arrears of taxes and costs at any time prior to the sale.

Dated at Glenwood, Alberta, September 9, 2013.

Kurtis Pratt, *Chief Administrative Officer*.

NOTICE TO ADVERTISERS

The Alberta Gazette is issued twice monthly, on the 15th and last day.

Notices and advertisements must be received ten full working days before the date of the issue in which the notices are to appear. Submissions received after that date will appear in the next regular issue.

Notices and advertisements should be typed or written legibly and on a sheet separate from the covering letter. An electronic submission by email or disk is preferred. Email submissions may be sent to the Editor of The Alberta Gazette at albertagazette@gov.ab.ca. The number of insertions required should be specified and the names of all signing officers typed or printed. Please include name and complete contact information of the individual submitting the notice or advertisement.

Proof of Publication: Statutory Declaration is available upon request.

A copy of the page containing the notice or advertisement will be mailed to each advertiser without charge.

The dates for publication of Tax Sale Notices in The Alberta Gazette are as follows:

Issue of	*Earliest date on which sale may be held*
October 15	November 25
October 31	December 11
November 15	December 26
November 30	January 10
December 14	January 24
December 31	February 10
January 15	February 25
January 31	March 13
February 15	March 28
February 28	April 10
March 15	April 25
March 31	May 11

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