

TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
SEPTEMBER 10, 2007
AGENDA

Time: 7:00 P.M.
Place: Council Chambers

- AGENDA: ADOPTION OF AGENDA
- MINUTES: REGULAR MEETING MINUTES AUGUST 13, 2007
- FINANCES: AUGUST 2007 BANK STATEMENT
- PUBLIC HEARING: BYLAW #1490 – MUNICIPAL DEVELOPMENT PLAN
- DELEGATIONS: 1. CLARESHOLM VETERINARY CLINIC
RE: STRAY CAT PROBLEM
2. APACHE CANADA & TRAVERSE LANDGROUP
RE: SURFACE WELL
- ACTION ITEMS: 1. BYLAW #1490 – MUNICIPAL DEVELOPMENT PLAN
RE: 2ND & 3RD READINGS
2. CORRES: HON. LUKE OUELLETTE, MINISTER OF INFRASTRUCTURE
AND TRANSPORTATION
RE: HIGHWAY 2 REALIGNMENT
3. CORRES: HON. RAY DANYLUK, MINISTER OF MUNICIPAL AFFAIRS
AND HOUSING
RE: MUNICIPAL SPONSORSHIP PROGRAM FOR 2007
4. CORRES: FORTIS ALBERTA
RE: FRANCHISE FEE FOR 2008
5. CORRES: CLARESHOLM COMMUNITY CENTRE ASSOCIATION
RE: 2007 GENERAL INSURANCE
6. CORRES: SIDNEY CORNISH
RE: TOTEM POLE
7. CORRES: RCMP
RE: MEMORANDUM OF UNDERSTANDING
8. PEACE OFFICER POLICIES AND PROCEDURES
9. WALKING PATHS – COUNCILLOR SUTTER
10. COMMUNITY BULLETIN BOARD – COUNCILLOR SUTTER
11. CORRES: INTEGRITY BUILDERS INC.
RE: MUSEUM EXPANSION PROJECT QUOTE
12. WELCOME SIGNAGE PROPOSED UPGRADES - ADMINISTRATION
13. ADVANCE ELECTION POLL RESOLUTION
RE: SETTING OF DATE OF OCTOBER 5, 2007
14. POLICY #67 – TOWN OWNED VEHICLE USAGE POLICY
15. POLICY #68 – ADDITIONAL NAMES INSURANCE POLICIES
16. POLICY #66 – STAFF EDUCATION & TRAINING AND COUNCIL
REMUNERATION BYLAW
RE: UPDATING AMOUNTS
17. ADOPTION OF INFORMATION ITEMS
18. IN CAMERA – DEVELOPMENT / PERSONNEL

INFORMATION ITEMS:

1. The Rural Route to Active Aging – September 20, 2007
2. RCMP Monthly Policing Report – July 2007
3. ORRSC – Annual General Meeting Minutes – June 7, 2007

ADJOURNMENT:

**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING MINUTES
AUGUST 13, 2007**

PRESENT: Mayor: Rob Steel, Councillors: Doug MacPherson, David Moore, Shirley Isaacson, Gerry McGuire, Daryl Sutter, CAO: Kris Holbeck, Secretary-Treasurer: Karine Wilhauk
Absent: Councillor Wayne Kenna

AGENDA: Moved by Councillor Isaacson that the agenda be accepted as presented.

CARRIED

MINUTES: REGULAR MEETING – JULY 16, 2007

Moved by Councillor Moore that the Regular Meeting Minutes of July 16, 2007 be accepted as presented.

CARRIED

FINANCES: JULY 2007 BANK STATEMENT

Moved by Councillor Moore to accept the July 2007 bank statement as presented.

CARRIED

PUBLIC HEARING: BYLAW #1489 – LAND USE AMENDMENT

Mayor Steel declared the hearing open at 7:02pm.

Mayor Steel made the first, second and third call for representations for or against the bylaw.

No representations either verbal or written were noted.

Mayor Steel declared the hearing closed at 7:04pm.

BYLAW #1494 – LAND USE AMENDMENT

Mayor Steel declared the hearing open at 7:04pm.

Mayor Steel made the first, second and third call for representations for or against the bylaw.

No representations either verbal or written were noted.

Mayor Steel declared the hearing closed at 7:06pm.

BYLAW #1495 – LAND USE AMENDMENT

Mayor Steel declared the hearing open at 7:06pm.

Mayor Steel made the first, second and third call for representations for or against the bylaw.

No representations either verbal or written were noted.

Mayor Steel declared the hearing closed at 7:08pm.

DELEGATIONS: 1. IN CAMERA: DEVELOPMENT

Moved by Councillor McGuire to go In Camera.

CARRIED

Moved by Councillor McGuire to come out of In Camera.

CARRIED

2. RAE TRIMBLE – CLARESHOLM MUSEUM BOARD
RE: MUSEUM EXPANSION PROJECT

Rae Trimble spoke on behalf of the Claresholm Museum Board in regards to the museum expansion project. The Board is concerned about needing space for various artifacts that have been donated to the museum, and the time and effort that has gone into the expansion project to this date. All the tenders have come in significantly higher than anticipated. The Board has discussed various cost-cutting measures in order to bring the project more in line with the money they have raised. The Board would like to see as much done as possible with the funds they now have, even if it's only the shell. Once the project is started, hopefully more funds will come in. The Board would like to see the project done in two stages.

ACTION ITEMS: 1. **BYLAW #1489 – LAND USE AMENDMENT**
RE: 2ND & 3RD READINGS

Moved by Councillor McGuire to give Bylaw #1489, a land use amendment bylaw, 2nd reading.

CARRIED

Moved by Councillor Moore to give Bylaw #1489, a land use amendment bylaw, 3rd and final reading.

CARRIED

2. **BYLAW #1494 – LAND USE AMENDMENT**
RE: 2ND & 3RD READINGS

Moved by Councillor Isaacson to give Bylaw #1494, a land use amendment bylaw, 2nd reading.

CARRIED

Moved by Councillor MacPherson to give Bylaw #1494, a land use amendment bylaw, 3rd and final reading.

3. **BYLAW #1495 – LAND USE AMENDMENT**
RE: 2ND & 3RD READINGS

Moved by Councillor Sutter to give Bylaw #1495, a land use amendment bylaw, 2nd reading.

CARRIED

Moved by Councillor Moore to give Bylaw #1495, a land use amendment bylaw, 3rd and final reading.

CARRIED

4. **BYLAW #1490 – MUNICIPAL DEVELOPMENT PLAN**
RE: 1ST READING

Moved by Councillor MacPherson to give Bylaw #1490, the Municipal Development Plan Bylaw, 1st reading.

CARRIED

5. **BYLAW #1496 – LAND USE AMENDMENT**
RE: 1ST READING

Received for information.

6. **MUSEUM EXPANSION PROJECT**

Referred to administration for more information.

7. **CORRES: ALBERTA SUSTAINABLE RESOURCE DEVELOPMENT**
RE: NEW WILLOW CREEK FLUZ (FOREST LAND USE ZONE)

Received for information.

8. **CORRES: HON. RAY DANYLUK, MINISTER OF MUNICIPAL AFFAIRS AND HOUSING**
RE: 6TH ANNUAL MINISTER'S AWARDS FOR MUNICIPAL EXCELLENCE

Received for information.

9. **CORRES: CALGARY HEALTH REGION**
RE: MEETING TO UPDATE STATUS OF HEALTH SERVICES

Received for information.

10. **CORRES: AMSC INSURANCE SERVICES LTD.**
RE: PARTICIPATION IN AMSC ENERGY AGGREGATION PROGRAM

Received for information.

11. **CORRES: DON A. THOMPSON**
RE: CONCERNS REGARDING 8TH STREET WEST

Referred to administration for more information.

12. **CORRES: BARRY SOMMERS**
RE: APPEAL DATE FOR PROPERTY TAXES

Moved by Councillor Moore to deny Mr. Sommers' request.

CARRIED

13. **CORRES: THE BRIDGES AT CLARESHOLM GOLF CLUB**
RE: 2007 MUNICIPAL AND OTHER TAXES

Moved by Councillor Isaacson to forgive the municipal portion of the Bridges at Claresholm Golf Club's 2007 property taxes in the amount of \$5,457.93.

CARRIED

14. **CORRES: DEL COMAL FOODS LTD.**
RE: RESIDENTIAL RATE ON WATER CONSUMPTION

Moved by Councillor McGuire to deny the request for a residential rate.

CARRIED

15. **CLARESHOLM GARDEN CLUB – COUNCILLOR SUTTER**
RE: OPERATING GRANT

Referred to 2008 budget.

16. **TOWN OF CLARESHOLM COMMUNITY SIGN LOCATION**
– COUNCILLOR SUTTER

Received for information.

17. **GRANT APPLICATION FOR SOUTH INFRASTRUCTURE – UPC**

Moved by Councillor MacPherson for administration to proceed with a grant application for the south Claresholm infrastructure project from Alberta Municipal Water / Wastewater Program.

CARRIED

18. **LOCAL AUTHORITIES PENSION PLAN (LAPP)**
RE: LAPP CONTRIBUTION RATES

Received for information.

19. **POLICY #66 – STAFF EDUCATION AND TRAINING**

Received for information.

20. **POLICY #67 – TOWN OWNED VEHICLE USAGE POLICY**

Received for information.

21. **POLICY #68 – ADDITIONAL NAMES INSURANCE POLICIES**

Received for information.

22. **POLICY #69 – EMAIL POLICY**

Moved by Councillor Moore to adopt Policy #69, the Email Policy, effective August 13, 2007.

CARRIED

23. ADOPTION OF INFORMATION ITEMS

Moved by Councillor Moore to accept the information items as presented.

CARRIED

24. IN CAMERA – DEVELOPMENT / PERSONNEL

Moved by Councillor Moore that this meeting go In Camera.

CARRIED

Moved by Councillor McGuire that this meeting come out of In Camera.

CARRIED

ADJOURNMENT: Moved by Councillor Sutter that this meeting adjourn.

CARRIED

MAYOR – ROB STEEL

SECRETARY/TREASURER – KARINE WILHAUK

**TOWN OF CLARESHOLM
AUGUST 2007 BANK STATEMENT**

RECONCILED BALANCE JULY 31, 2007		\$209,249.00	
DEPOSITS TO BANK	DEBITS	CREDITS	BALANCE
RECEIPTS FOR MONTH	\$3,821,115.32		
REVOLVING LOAN RECEIVED	0.00		
CURRENT ACCOUNT INTEREST	12.37		
GIC REDEEMED	1,141,826.77		
GIC INTEREST	9,816.99		
U. S. EXCHANGE	8.07		
SUBTOTAL	\$4,972,779.52		
CHARGES TO ACCOUNT			
ACCOUNTS PAYABLE		\$716,491.54	
PAYROLL CHARGES		117,603.29	
INTEREST ON REVOLVING LOAN		0.00	
REVOLVING LOAN PAID		0.00	
LOAN PAYMENTS		0.00	
MASTERCARD PAYMENT		1,227.19	
GIC PURCHASES/TRANSFERS		4,086,090.92	
NSF CHEQUES		200.00	
SERVICE CHARGES		211.66	
SCHOOL FOUNDATION PAYMENT		0.00	
SUBTOTAL		\$4,921,824.60	
NET BALANCE AT END OF MONTH			\$260,203.92
BANK RECONCILIATION			
BALANCE PER BANK	639,484.46		
PLUS OUTSTANDING DEPOSITS	0.00		
LESS OUTSTANDING CHEQUES		-379,280.54	
RECONCILED BALANCE AUGUST 31, 2007			\$260,203.92
OTHER BALANCES:			
TERM DEPOSITS HELD	\$4,640,122.23		
REVOLVING LOAN BALANCE		\$0.00	
WALKING PATHS RESERVE	\$1,813.50		
OFFSITE LEVY RESERVE	\$13,835.71		
SUBDIVISION RESERVE	\$151,605.00		
PARKING RESERVE	\$3,364.82		

SUBMITTED TO TOWN COUNCIL THIS 10TH DAY OF SEPTEMBER 2007

MAYOR

SECRETARY/TREASURER

DELEGATIONS

Claresholm Veterinary Services, Ltd.

Box 2350

Claresholm AB T0L -0T0 (403) 625-3677

C. Fancy, DVM R. Chisholm, DVM K. Wright, DVM K. Minish, DVM

Proposal to the Town of Claresholm for stray cat problem

Problem: Owned and feral cats are defecating and urinating in yards, sand boxes and flower beds on other people's private properties and on public lands.

Aside from the obvious undesirable mess for property owners, this problem causes a serious health risk. Children and the elderly can develop blindness and internal organ disease from ocular and visceral larval migrans caused by the common dog and cat roundworm. Pregnant women can develop abortion, birth defects and stillbirths when in contact with the urine of cats carrying Toxoplasmosis. These microscopic parasites are common and many cats carry them, especially ones that come into contact with different cats and feral cats on a regular basis or eat rodents.

Solution: Cats are not allowed to leave their owner's premises.

If owners wish to allow their cats outside access, they may do so with a leash and harness, or they may wish to build elaborate runs in their backyards using chicken wire.

Enforcement: Require all cats residing in Town of Claresholm limits to have some kind of identification (microchip, tattoo, collar with tags).

ID records kept at Claresholm Veterinary Services.

If a cat is caught running at large and it has i.d., the first offence is free.
If a cat is caught a second time- fine (no exceptions)- \$60.00.

If a cat is caught without i.d. and the cat is obviously not feral (healthy, friendly) the cat will be kept in an ATCO trailer at Pampered Pets for 3 business days.

If an owner comes forward the cat will be released to the owner for a fine which includes microchipping- \$30.00.

If an owner is not located or is unwilling to pay the fine or have the cat microchipped, the cat will become owned by the Town of Claresholm. The cat will be then be put up for adoption for ten days. If adopted, cats that are intact will be surgically altered and FELV/FIV tested for the price of \$110.00 for females, and \$90.00 for males. If the cat is sterile, FELV/FIV tests will be done for the price of \$55.00.

If an owner does not come forward to claim the cat and the cat is not adopted in the allotted time, the cat will be euthanized.

If the cat is obviously feral (sick, injured, extremely wild), it will be euthanized immediately.

All costs associated with adoption should be split between the Town of Claresholm and the new owners.

Claresholm Veterinary services will charge the Town of Claresholm for all costs and the town will be responsible for obtaining the owner's half upon adoption of the cat.

Claresholm Veterinary Services is willing to:

1. Examine cats caught running at large to check for health and identification. This will be done only during office hours and will be at no charge.
2. Euthanize and dispose of cats which are feral or non-adoptable at a cost of \$40.00. This will only be done during office hours unless the cat is in severe distress due to injury or illness.
3. We will surgically alter, FELV/FIV test and perform a complete health exam on any cat prior to adoption for the price of \$110.00 for females and \$90.00 for males.
4. We will FELV/FIV test all sterile cats prior to adoption for the price of \$55.00.

Claresholm Veterinary Services is not willing to house any stray animals (not owned by clients of ours) at any time. We are not willing to deal with any more complaints of stray dogs or cats on our afterhours emergency line. The Town of Claresholm bylaw officer or another town employee must be available on call 24 hours per day, 7 days per week to deal with stray animal complaints. An answering machine with no provision for returning phone calls over an entire weekend or night is not sufficient.

There is a real issue in Claresholm with owned and feral cats defecating and urinating in yards, sand boxes and flower beds. The problem comes when cats are allowed to roam at large defecating and urinating in neighbours yards and/or public lands.

So why is this an issue? Aside from the undesirable mess and smell that occurs the less obvious and not so well known facts are the health issues that can happen when people come in contact with contaminated material. Children and elderly people are at the greatest risk. Some of these health issues include blindness and internal organ damage called ocular and visceral larval migrans. This is caused by a worm common to dog and cat feces. **Pregnant women** are especially at risk due to a microscopic parasite common in cats called Toxoplasmosis. They are especially common in cats that mingle with feral cats on a regular basis or eat rodents. Pregnancies affected by this organism can result in **abortion, birth defects or stillbirth**. With skunks entering town and bats about, **RABIES** should also be mentioned as diseases that can be carried home by roaming cats. The cats themselves would also benefit from regulations. Fighting, automobiles and diseases are just a few potential dangers they are vulnerable to. There are regulations in regards to dogs (8 pages) and cats (1 page) in this area. Currently fines and licences for dogs can amount to hundreds of dollars, whereas the maximum fine for a cat is \$80 with no requirements for licensing.

The solution to this issue is collaboration between the Town of Claresholm (Stavelly/Granum) the municipality and local Veterinary Clinic. We need to educate cat owners to the issue's we are discussing and then together come up with a solution to the problem. To me this starts with licensing similar to dogs, fines with some "bite" and ensuring cats are not contaminating neighbours yards or public land.

An entirely different issue is Feral Cats. These cats live around town eating rodents, garbage and food put out by individuals. Trying to eliminate them has proven ineffective here and in many other places. For example in 1949 5 intact cats were left behind by scientists on Marion Island (12 miles by 8 miles). In 1975 there were documented 2,500 cats on the island and they were killing all the native island shore bird population. So in an effort to eliminate the cats the population was infected with virus killing 65% of the cats while the rest of the population developed immunity. Other attempts in 1986 and 1989 using a combination of terrier dogs, the Army and poisoning finally removed all of the cats off this small island. This took 16 YEARS on a small island with no people. About the only way that has proven effective in a setting like Claresholm's feral population of cats is to stabilize the feral population by sterilization.

I hope this has helped in some way to continue the discussion of our cat issue and looking for solutions that benefit the cats, cat owners, Town of Claresholm and surrounding area. If I can be of help in any other way please contact me.

Sincerely,

Dr. Ken Wright, DVM



SUITE 1000 / 700 - 9th AVENUE S.W. / CALGARY, ALBERTA, CANADA T2P 3V4

(403) 281-1200
FAX (403) 281-1208

September 6, 2007

Attention: Kris Holbeck
Chief Administrative Officer
Town of Claresholm
Box 1000
Claresholm, AB T0L 0T0

Re: Apache Canada Ltd.
ACL 02 Eastmont 16-15-12-27 W4
Apache File: A019184

In response to your letter dated July 18, 2007 in which you state that the Town of Claresholm is in opposition to our proposed development, Apache would like to clarify its procedure for this project.

Apache is planning on re-entering the existing 16-15-12-27 W4 wellsite, and re-completing a deeper zone. This wellbore is already located at 16-15, however as it has been cut and capped, there is no evidence of its existence on the surface.

Our plan is to re-enter this well bore, and if successful, pipeline the gas south paralleling our access road to the existing well at 8-15-12-27 W4. Timing for this project is proposed for Sept/Oct 2007.

As this well is a sweet natural gas well, there are no setbacks for any development other than the lease boundary as shown on the plan. This would allow the Town to build up to the lease boundary in future developments.

Apache can live with a requirement that the well is to be abandoned after a 25 year period. There are no further anticipated activities in section 15-12-27 W4 other than this proposed well and tie in.

Apache would like to work with the Town of Claresholm further to minimize the impact of this project. We are available to meet in person with you or the town council. Please contact the undersigned at your convenience at 403-261-1293.

Yours truly,

Duane Rose
Sr. Surface Landman
Apache Canada Ltd.



TRAVERSE LANDGROUP LTD.

Tom Dawson Senior Landman 403.265.1050
tom@traverselandgroup.com cell 403.652.0404 fax 403.646.2863
toll free 1.866.835.8429

100, 101, 111st Street, SW, Calgary, Alberta T2K 1J2 www.traverselandgroup.com

ACTION ITEMS



ALBERTA
MINISTER OF INFRASTRUCTURE
AND TRANSPORTATION

AR32870

August 2, 2007

His Worship Rob Steel
Mayor
Town of Claresholm
PO Box 1000
Claresholm, AB T0L 0T0

Dear Mayor Steel:

Thank you for taking the time to meet to discuss access issues for the realignment of Highway 2 in the Claresholm area.

Alberta Infrastructure and Transportation recently endorsed the consultant's recommendations for Highway 2 realignment, which include an interchange at Highway 520 and a directional interchange at the north end, to provide access to and from the Town of Claresholm.

In response to your request for a southbound on-ramp at the south end of the new Highway 2 alignment, the department will consider a one-way on-ramp at the detailed design stage of the project.

I appreciate your taking the time to meet and share your views on this issue.

Sincerely,

A handwritten signature in black ink, appearing to read "L. Ouellette".

Luke Ouellette
Minister of Infrastructure and Transportation
M.L.A., Innisfail-Sylvan Lake

cc: Mr. David Coutts, M.L.A., Livingstone-Macleod



ALBERTA

MINISTER OF MUNICIPAL AFFAIRS AND HOUSING

*Office of the Minister
MLA, Lac La Biche - St. Paul*

Agenda
Sept 10

AR34471

August 15, 2007

His Worship Rob Steel, Mayor
Town of Claresholm
PO Box 1000
Claresholm, Alberta T0L 0T0

Dear Mayor Steel:

I am pleased to announce the continuation of the Municipal Sponsorship Program for 2007.

In the first nine years, the program has supported over 2,300 projects with grants totalling about \$113 million. The budget for the 2007 program is \$14.2 million. The program generates a high level of interest every year, but to ensure that it remains responsive to the needs of municipalities, Municipal Affairs and Housing is introducing some program changes. These changes include increasing the intermunicipal bonus and expanding the scope of eligible projects for priority project bonus funding to include recreation, solid waste management, and storm water systems.

The ministry is now accepting applications for this year's program. Application packages will be mailed to all municipalities. Your chief administrative officer should soon receive this package, which contains the 2007 program guidelines and application form.

The application deadline is September 28, 2007. Therefore, I strongly encourage you and your administration to start working on your grant application(s) as soon as possible.

I am pleased to continue supporting municipalities through the Municipal Sponsorship Program. We look forward to receiving your application or applications before the deadline of September 28, 2007.

Sincerely,

Ray Danyluk
Minister

July 17, 2007

Town of Claresholm
Attn: Kris Holbeck, Chief Administrative Officer
221-45 Ave. West
Claresholm, Alberta
T0L 0T0

Dear Ms. Holbeck:

RE: Request confirmation of Electric Distribution Franchise Fee for 2008.

We are writing to request that you confirm your Electric Distribution System Franchise Fee percentage for 2008.

As per Section 5 of the Electric Distribution System Franchise Agreement, the Municipality has the option to adjust the franchise fee percentage annually upon written notice to FortisAlberta Inc. (FortisAlberta) the percentage increase must be within the cap, which was determined by your council during negotiations of the FortisAlberta franchise agreement. *(Please refer to section 5 of the Electric Distribution System Franchise Agreement for the cap percentage)*

Attached you will find the FortisAlberta tariff estimate spreadsheet specific to your municipality. The spreadsheet is intended to assist in determining the estimated revenue forecast from a Franchise Fee. By changing the Franchise Fee percentage shown in red font on the third tab of the spreadsheet, you can view the impact to an average residential bill. By changing this field, the second sheet will update automatically to reflect the estimated revenue to be collected by the Municipality.

(Please note: The Distribution Tariff revenues shown is an estimate only, and is subject to change dependent on several influencers, including but not limited to; fluctuations in the municipalities' population, businesses in operation as well as changes to Transmission or Distribution rates. Also FortisAlberta has applied to the Alberta Energy and Utilities Board (EUB) for an 8.5% increase effective January 1, 2008. We have supplied a calculator on the spreadsheet to assist you with the impact this increase will have on your Franchise fee should the increase be approved by the EUB).

The following timelines are important in order to ensure franchise fee changes become effective January 1, 2008:

- Prior to October 5, 2007, your Council should review and approve the proposed 2008 fee percentage.
- Proposed fee and resulting impact to the customer's annual billings are required to be advertised in the paper having the widest circulation within your municipality prior to October 5, 2007. (A sample advertisement is attached).
- By October 5, 2007, a copy of the advertisement, the date and place of publication along with your Council decision should be faxed to FortisAlberta at (403) 514-5197 or e-mailed to correne.komarnicki@fortisalberta.com.

- FortisAlberta will insure the proposed changes are submitted to the EUB for review.
- If your franchise fee is to remain the same, please fax notification to FortisAlberta at (403) 514-5197, send an e-mail to correne.komarnicki@fortisalberta.com or notify the undersigned.

Please note that any notification of changes to your municipal franchise fee percentage received by FortisAlberta after October 5, 2007, may not be in effect for January 2008, and may impact your 2008 municipal access fees for the year.

Should you require further information, please contact me.

Sincerely,

Merlin MacNaughton
Stakeholder Relations Manager

Franchise Fee Estimating Tool



Consumption 625 kWh
 Billing Period 30 Days

Rate 11 (January 1, 2007 Distribution Tariff) Based on Current 0.5% Franchise Fee

Delivery Service Charge			
All kWh delivered	\$0.024056	625 kWh	\$15.04
Basic Daily Charge	\$0.4230	30 Days	\$12.69
			<u>\$27.73</u>
Current Franchise Fee		0.5%	\$0.14
GST		6.0%	\$1.67
			<u><u>\$29.54</u></u>

Annual Charge: \$0.14 * 12 = \$1.66

* This tool is designed for the municipalities to estimate the monthly charges based on a sample fee. The Franchise Fee is currently set at a default Franchise Fee of 3%.

<u>Rate 11 (January 1, 2007 Distribution Tariff) Based on Proposed 3% Franchise Fee</u>			
Delivery Service Charge			
All kWh delivered	\$0.024056	625 kWh	\$15.04
Basic Daily Charge	\$0.4230	30 Days	\$12.69
			<u>\$27.73</u>
Estimated Proposed Franchise Fee		3.0%	\$0.83
GST		6.0%	\$1.71
			<u><u>\$30.27</u></u>
Annual Charge: \$0.83 * 12 = \$9.98			

Estimated 12 Month Franchise Fee for 2007

Rate	6 Months Total Revenue Jan 2007 to June 2007	Est 12 Months Total 2007
11	\$ 257,921.26	\$ 515,842.52
21	\$ 611.26	\$ 1,222.52
26	\$ 404.86	\$ 809.72
31	\$ 572.22	\$ 1,144.44
33		\$ -
38	\$ 36,798.26	\$ 73,596.52
41	\$ 152,295.19	\$ 264,590.38
41D	\$ 1,544.97	\$ 3,089.94
44		\$ -
44D		\$ -
45		\$ -
61	\$ 133,965.23	\$ 267,930.46
63		\$ -
65		\$ -
Grand Total		\$ 1,128,226.50
T&D Revenue check from T&D Revenue Report		
Franchise Fee check		Revenue Grand Total x Franchise Fee %
		\$ 5,641.13
Franchise Fee Estimate from 2006		

FORTISALBERTA INC.

Estimate of Distribution Tariff for 2007 Provided to Municipality (Based on Municipal Codes)
Town of

	Estimated Distribution Tariff Revenue 2007	Estimated Current 0.5% Franchise Fee
Residential	\$ 515,842.52	\$ 2,579.21
Exterior Lighting	\$ 74,740.96	\$ 373.70
Small General Service	\$ 267,680.32	\$ 1,338.40
General Service	\$ 267,930.46	\$ 1,339.65
Farms	\$ 2,032.24	\$ 10.16
Oil & Gas	\$ -	\$ -
Large General	\$ -	\$ -
Transmission Connected	\$ -	\$ -
	\$ 1,128,226.50	\$ 5,641.13

	Distribution Tariff Revenue to December 2007	% Rate Change Impact effective Jan 1, 2008	Estimated Distribution Tariff Revenue 2008	Estimated Proposed 3% Franchise Fee
Residential	\$ 515,843	8.50%	\$ 559,689.13	\$ 16,790.67
Exterior Lighting	\$ 74,741	8.50%	\$ 81,093.94	\$ 2,432.82
Small General Service	\$ 267,680	8.50%	\$ 290,433.15	\$ 8,712.99
General Service	\$ 267,930	8.50%	\$ 290,704.55	\$ 8,721.14
Farms	\$ 2,032	8.50%	\$ 2,204.98	\$ 66.15
Oil & Gas	\$ -	8.50%	\$ -	\$ -
Large General	\$ -	8.50%	\$ -	\$ -
Transmission Connected	\$ -	8.50%	\$ -	\$ -
	\$ 1,128,227		\$ 1,224,125.75	\$ 36,723.77

Claresholm Community Centre Association

Box 183
Claresholm, Alberta
T0L 0T0

July 28, 2007

Town of Claresholm
Box 1000
Claresholm, Alberta
T0L 0T0

Dear Mayor and Town Councilors:

On behalf of the Claresholm Community Centre Hall Board we are submitting a copy of the AUMA General Insurance renewal invoice and requesting assistance from the Town of Claresholm for payment of this invoice. Thank you for your time and consideration with this matter.

Respectfully,

Claresholm Community Hall Board

Daryl Glimsdale - President

A handwritten signature in black ink, appearing to read "Daryl Glimsdale", written in a cursive style.



AUMA General Insurance Program - Renewal Invoice 11750

Certificate Holder: **Claresholm Community Centre**
Box 998
Claresholm, AB T0L 0T0

Invoice No: **11750**

Invoice Date: **March 31, 2007**

Member Code: **CRHCC**

Due Date: **May 01, 2007**

Certificate No: **5078**

Page: **1**

Premium Distribution

Auto	0
Aviation	0
Boiler	0
Crime	76
EIL	0
Liability-MUNIX 0 to 10,000 Coverage	114
Liability-MUNIX 10,000 to 1M Coverage	232
Liability-Excess Coverage	137
Liability-NOA Coverage	103
Property-MUNIX Coverage	0
Property-Excess Coverage	0
Umbrella	0
Standard Garage Auto	0

2005 Annual Premium	\$657
Munix Participation Credit	(0)
AMS Risk Control Credit	(0)
Total Premium Payable	\$657

Account Balance Prior to Invoice
Account Balance Incl This Invoice **\$657**

Amt Past due

Please make your payments to: **AMSC Insurance Services Limited**
A Subsidiary of AUMA
10507 – Saskatchewan Drive
Edmonton, AB T6E 4S1

Toll Free: 1-800-661-AUMA (2862) or 310-AUMA(2862)
Fax: 780-409-4314

Karine Wilhauk

From: "Sidney Cornish" <vfcornish@shaw.ca>
To: <clares@telusplanet.net>
Sent: September 3, 2007 2:37 PM
Subject: letter to town council

Dear Sir or Madam,

I visited Claresholm again for the fair this year and had a wonderful time, as always. It is great to see friends and relatives again, watch the parade, visit the bench show, have beef on a bun and tea on the lawn at the museum.

When I was growing up in Claresholm, the motto was "the town with the totem pole". I always have had a soft spot for that totem pole and look for it every time I return. This year I was upset to find it in such bad shape -- it is leaning dangerously and is damaged.

Who owns the totem pole? I know that Joe Bell went to get it out at the coast, and I know it is a genuine totem pole and as such of course a valuable heritage piece quite unique for a town on the prairies. If it is privately owned, could the town offer assistance in having it restored? And actually, also better protected -- a valuable artifact like that is at risk of being stolen.

Perhaps a "totem pole fund" would be a possibility? I would be happy to contribute!

My email address is: s_schelten_cornish@yahoo.de and I am looking forward to your answer.

Yours sincerely,
Susan Cornish

_____ NOD32 2503 (20070904) Information _____

This message was checked by NOD32 antivirus system.
<http://www.eset.com>

Memorandum of Understanding

THIS MOU, made in duplicate as of the _____ day of _____ 2007

BETWEEN

THE ROYAL CANADIAN MOUNTED POLICE,
recognized as the Provincial Police Service,
with primary responsibility for policing,
in the _____ of _____,
(hereinafter called "the RCMP")

AND

THE _____ of _____,
a municipal corporation or governing entity,
in the Province of Alberta, (hereinafter called "the Employer")

BACKGROUND

WHEREAS the Alberta Solicitor General and Minister of Public Security desires a formal MOU to be signed between the police service of jurisdiction and the Authorized Employer in order for the Authorized Employer to engage the services of a person as a Peace Officer within the Authorized Employer's jurisdiction; and

WHEREAS the police service of jurisdiction for the employer is the RCMP and the Commanding Officer of the RCMP "K" Division is the person with such authority to sign such an MOU; and

WHEREAS the RCMP wishes to participate with the Authorized Employer's Peace Officer(s) in an integrated and cooperative environment such that a coordinated and effective level of service to the community is provided, for the purposes of the authorities, duties and responsibilities set forth in the Peace Officer Act of Alberta.

THEREFORE, be it resolved that the participants intend as follows:

1. DEFINITIONS:

- (a) "Act" means the *Peace Officer Act of Alberta* (proclaimed May 1, 2007, and includes its regulations).
- (b) "Authorized CPIC Delegate" means the RCMP Detachment Commander in charge of providing the local RCMP police service to the Employer.
- (c) "Authorized Employer" means "Employer" and is a person or entity authorized under section 5(3) of the Act to employ or engage the services of a Peace Officer;
- (d) "CPIC" means Canadian Police Information Centre.
- (e) "Employer's authorization" means an authorization issued under section 5(3) of the Act;
- (f) "Enhanced Authorities" means supplemental services to the RCMP granted under authority of the Minister to a Peace Officer after successful completion of specified and approved training programmes to investigate:
 - "Non-Urgent Community Calls" exclusive to theft not exceeding \$5000 and mischief not exceeding \$5000;
 - "Criminal Code Warrants" with the ability to arrest and release unless a Judicial Interim Release hearing is required;
 - "Motor Vehicle Collisions" with the ability to submit reports involving non-injury events.
- (g) "Major/serious incident" means any on duty event that involves a Peace Officer or a Peace Officer and member(s) of the public, that have resulted in actual or potential bodily harm, death or extensive property damage.
- (h) "Minister" means the Minister determined under section 16 of the *Government Organization Act* as the Minister responsible for this Act.
- (i) "MOU" means this Memorandum of Understanding.
- (j) "Peace Officer" means a person employed or engaged by the Authorized Employer and referred to in section 7(1), or any other person appointed as a Peace Officer under another enactment who is designated by the regulations as a Peace Officer to whom all or part of this Act and the regulations apply;

- (k) "Police Service" means a police service as defined in the *Police Act*.
- (l) "PROS" means Police Reporting and Occurrence System.

2. PURPOSE AND SCOPE:

- 2.1 Nothing contained in this MOU implies or suggests a relationship of employment exists between the RCMP and the Employer's Peace Officer(s).
- 2.2 This MOU recognizes that a relationship of employment does exist between the Employer and the Peace Officer(s).
- 2.3 The RCMP may assist the Employer in the day-to-day administration of the Employer's Peace Officer(s), in a manner that is mutually agreeable to the participants, to further the intention of the participants in enhancing an integrated and cooperative environment, such that a coordinated and effective level of service to the community is provided.
- 2.4 The RCMP may assist the Employer in the day-to-day operational goals of the Employer's Peace Officer(s), in a manner that is mutually agreeable to the participants, to further the intention of the participants in enhancing an integrated and cooperative environment, such that a coordinated and effective level of service to the community is provided.
- 2.5 Where the RCMP agrees to a request from the Employer under Article 2.3 and/or Article 2.4, the Employer will immediately forward a written outline of that agreement to the Alberta Solicitor General and Minister of Public Security.
- 2.6 The participants will establish and maintain a means of radio communication between the Peace Officers and the RCMP jurisdiction in which the Peace Officers serve, in a mutually agreeable manner that ensures adequate communication exists, having regard to the authorized scope and duties of the Peace Officers.
- 2.7 This MOU does not form a contractually binding agreement and the participants acknowledge their mutual intention to resolve all matters arising from this MOU in accordance with Article 9 of this MOU.

- 2.8** Nothing in this MOU states the intentions of the participants with respect to Peace Officers employed by the Employer who may hold Enhanced Authorities unless it is subject to an Appendix attached to this MOU and signed by both participants.

3. OBLIGATIONS OF THE RCMP:

- 3.1** The RCMP may provide training to a Peace Officer over and above that required by the Act of the Employer, which will be consistent with the duties of the Peace Officer as established by the Employer.
- 3.2** Any costs associated to any additional training provided as noted in Article 3.1 will be mutually agreed upon by the participants in writing prior to the commencement of training.
- 3.3** The RCMP may provide space for the Employer's Peace Officer(s) where the facility in which the RCMP is housed is not owned or leased by the Employer, and any such costs arising will be mutually agreed upon by the participants in writing.
- 3.4** The RCMP may assist, to the extent that will be determined by the local RCMP Detachment Commander in consultation with the Employer, the Employer's obligations under section 15.1 of the Act as it relates to the investigation of complaints against Peace Officers under the employ of the Employer.
- 3.5** The RCMP will act as a "host" agency to provide access to CPIC records in accordance with CPIC policy and as noted in Article 7 of this MOU.
- 3.6** The Detachment Commander will act as the Authorized CPIC Delegate for purposes of this MOU.
- 3.7** The RCMP will provide information to the Authorized Employer or Peace Officer respecting the safety of Peace Officers employed by the Authorized Employer.
- 3.8** The RCMP will provide such information as necessary to the Authorized Employer to allow for the Authorized Employer's traffic safety plan to be updated.

4. OBLIGATIONS OF THE EMPLOYER:

- 4.1 The Employer will be an Authorized Employer of Peace Officers under the Act.**
- 4.2 The Employer will not engage the services of a person as a Peace Officer unless the employer is an Authorized Employer as specified by the Act.**
- 4.3 The Employer is solely responsible for ensuring adequate direct administrative and operational supervision is provided for Peace Officers employed by the Employer.**
- 4.4 The Employer will provide the RCMP with a written copy of the appointment of any Peace Officer in their employ within 14 days of the Peace Officer receiving their appointment, or alterations or enhancements to an existing level of appointment, which must include the following:**
 - (a) the date the authority was provided and by whom, responsibility and duties of the Peace Officer,**
 - (b) the territorial jurisdiction of the Peace Officer,**
 - (c) the weapons the Peace Officer is authorized to carry, if any,**
 - (d) the equipment the Peace Officer is authorized to use, if any,**
 - (e) the title the Peace Officer is authorized to use,**
 - (f) any terms and conditions the Minister considers appropriate, and**
 - (g) any other matter specified in the regulations of the Act.**
- 4.5 The Employer will provide the RCMP with written notice immediately and not later than 24 hours afterward when;**
 - (a) a Peace Officer in their employ ceases to be employed or engaged by his or her Authorized Employer in the capacity of a Peace Officer;**
 - (b) when the Employer's authorization is cancelled under section 6 or the Peace Officer's appointment is cancelled under section 8, or;**
 - (c) while the Employer's authorization is suspended under section 6 or the Peace Officer's appointment is suspended under section 8.**

- 4.6 The Employer will, upon request of the RCMP, provide statistical data on all traffic enforcement/safety data obtained through the operation of the Employer's traffic safety plan.
- 4.7 The Employer will forward to the RCMP a written report detailing all major/serious incidents, including those outlined in Section 19(1) of the Act, that Peace Officers have been involved in no later than 48 hours after the incident occurred, in a format mutually agreeable to the participants. If a report on the occurrence has been filed with the RCMP by the peace officer(s) involved at the time of the incident then no additional reporting is required by the Employer.

5. LIABILITY:

- 5.1 Each participant will be responsible for the actions, omissions or damages caused by the conduct of their employees or agents, carrying out their duties and acting within the scope of their authority.

6. EQUIPMENT:

- 6.1 The Employer is responsible for purchase, maintenance and replacement of the authorized equipment, vehicles, uniforms and any other item issued to a Peace Officer and required under the Act or necessary for that Peace Officer to carry out the full scope of their authority, as well as ensuring it conforms to the standards as set forth in the Act or its Regulations.
- 6.2 If the RCMP temporarily loans any equipment to the Employer's Peace Officer(s) in order that they may carry out authorized duties under their appointment or the Act, this equipment will at all times remain the property of the RCMP; any permanent loan of such equipment may only be made if it is loaned through a legally binding contract under the terms and conditions of the Public Property Loan Regulations.

7. DISCLOSURE AND USE OF INFORMATION:

- 7.1 It is the intention of the participants to share or disclose only that information which is necessary and in the interests of providing for a coordinated and effective level of service to the community for the purposes of the authorities, duties and responsibilities set forth in the *Peace Officer Act of Alberta*.

- 7.2 The Detachment Commander may provide information from CPIC to the Employer's Peace Officer(s) only where it is consistent with the Province of Alberta and Government of Canada Privacy laws and the duties and authorization of the Peace Officer. Direct access to CPIC Terminals by Peace Officers as referred to in this MOU is not authorized under the term of this MOU.**
- 7.3 Secondary non-police use or dissemination of any information initially lawfully disclosed to a Peace Officer is strictly prohibited.**
- 7.4 The CPIC Operator acting for the Detachment Commander may make such inquires as is necessary regarding the situation which gives rise to the request for disclosure of CPIC information to a Peace Officer in order to scrutinize, on a case by case basis, if the request is for a valid reason.**
- 7.5 Should the CPIC Operator acting for the Detachment Commander conclude that such a request by the Peace Officer is not appropriate upon inquiries noted in Article 7.4, the request will be declined. If the Employer or Peace Officer disagrees, the Peace Officer or Employer may bring the matter forwarded to the CPIC Advisory Committee via lodging a complaint with the regional CPIC Field Operations Section. (Section 7.1 and 7.2 of CPIC Policy).**
- 7.6 The Detachment Commander may provide information from PROS to the Employer's Peace Officer(s) only where it is consistent with RCMP policy, any Memorandums of Understanding currently in existence or which may be agreed upon in future, Treasury Board guidelines, the Province of Alberta and Government of Canada Privacy laws, and the duties and authorization of the Peace Officer.**
- 7.7 Notwithstanding 7.6, any information that is placed into a Special Project PROS file or identified with a higher restriction level will not be shared or disseminated without the express consent of the originating investigator/ unit and/ or agency.**
- 7.8 Neither participant will retain any PROS information, other then their own, in any other automated or manual information storage system without the prior knowledge and consent of the originating agency.**

7.9 The information disclosed under this agreement will be administered, maintained, and disposed of in accordance with the law that applies to record retention and personal information and all applicable policies and guidelines. In the case of the RCMP, this includes the *Privacy Act*, the *National Archives of Canada Act* and Government Security Policy. In the case of the Employer's Peace Officer(s), this means all the applicable laws regarding the administration, maintenance, and disposal of information within the Province of Alberta and policies applicable to the employees of the Authorized Employer.

7.10 Each participant will:

- 7.10.1.** Treat information received from the other participant in confidence and take all reasonable measures to preserve its confidentiality and integrity and to safeguard the information against accidental or unauthorized access, use or disclosure;
- 7.10.2.** Mark the information provided with the appropriate security classification. In the case of the RCMP, this means (Protected A, Protected B, Protected C) or classified (Unclassified, Confidential, Secret, Top Secret); In the case of the Employer's Peace Officer(s), this means an equivalent security classification agreed upon and understood by the participants to this MOU.
- 7.10.3.** Treat information received from the other participant in accordance with the security markings on it and to undertake to provide equivalent protection to it while it is in the receiving participant's possession;
- 7.10.4.** Attach terms, conditions, or caveats to the information supplied, as the supplying party deems appropriate;
- 7.10.5.** Abide by all caveats, conditions or terms attached to the information;
- 7.10.6.** Maintain appropriate records concerning the transmission and receipt of information exchanged;
- 7.10.7.** Not disseminate the information to any third party without the prior written consent of the supplying party except as required by law.

- 7.10.8. Limit access to the information to those of its employees whose duties require such access, who are legally bound to keep confidences and who have the appropriate security clearance;
- 7.10.9. Comply with the provisions governing the use, disclosure, and retention of records in the *Youth Criminal Justice Act* S.C. 2002
- 7.10.10. Promptly notify the other of any unauthorized use or disclosure of the information exchanged under this MOU and will furnish the other participant with details of such unauthorized use or disclosure. In the event of such an occurrence the participant responsible for the safeguarding of the information will take all reasonably necessary steps to prevent a re-occurrence;
- 7.10.11. Immediately notify the other if either receives a request under the *Privacy Act*, the *Access to Information Act* or other lawful authority, for information provided under this MOU. If requested, the participant will endeavour to protect the information from disclosure to the extent permitted by law.
- 7.10.12. Return any information that should not have been provided to it by the other participant.
- 7.10.13. Use its best efforts to verify the accuracy and completeness of the information provided to the other participant;
- 7.10.14. Promptly notify the other participant if it learns that inaccurate or potentially unreliable information may have been provided or received and take all reasonable remedial steps.

8. DEPARTMENTAL REPRESENTATIVES:

8.1 The following officials are designated as the departmental representatives for purposes of this MOU and any notices required under this MOU will be delivered as follows:

<p>For the RCMP:</p> <p>Title:</p> <p>Address:</p> <p>Telephone:</p>	<p>For the Employer:</p> <p>Title:</p> <p>Address:</p> <p>Telephone:</p>
--	--

9. DISPUTE RESOLUTION:

9.1 In the event of a dispute arising from the interpretation or operation of this MOU, it will be referred to the participants' representatives set out above, who will use their best efforts to resolve the matter amicably. If such negotiation fails, the participants intend to refer the matter to the below noted persons for final resolution:

For the RCMP: Title: District Commander Address: Telephone:	For the Employer: Title: Address: Telephone:
---	--

10. MONITORING:

10.1 The participants will meet annually or as required to review and assess the operation and effectiveness of this MOU and any one of the participants may call such a meeting to be held no later than seven days after the date upon which either of the participants makes this desire known.

11. FINANCIAL ARRANGEMENTS:

11.1 No financial obligations on behalf of one participant toward the other are intended to arise from this MOU.

12. TERMINATION AND TERM:

12.1 This MOU may be terminated by either participant upon (90) days written notice. Termination does not release a participant from any obligations which accrued while the MOU was in force.

12.2 Upon notice of termination being received, any participant having possession of loaned equipment owned by the other participant to this MOU will return the loaned equipment to that participant prior to the expiration of the (90) written notice period.

12.3 This MOU will commence upon execution by the participants and will expire (5) years from the date of execution.

13. AMENDMENT TO THE MOU:

13.1 This MOU may only be amended or extended by the written consent of the participants to the MOU and where so amended, excluding extension of the term of the MOU only, notification specifying what has been altered to the content of this MOU will be forwarded immediately to the Alberta Solicitor General and Minister of Public Security by the Employer.

SIGNED BY the authorized officers of the participants:


For the Employer:

_____.

Date: _____.

**Name:
Title:
Address:**

For the RCMP:


_____.

Date: 07-07-12.

**W.M. Sweeney, Deputy Commissioner
Deputy Commissioner North West Region
& Commanding Officer "K" Division**

**11140 109 Street
Edmonton Alberta T5G 2T4**

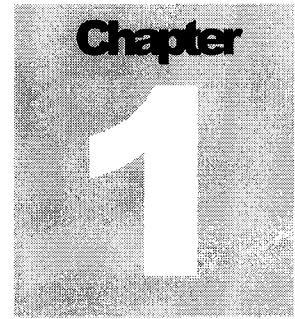
TOWN OF CLARESHOLM

Community Peace Officer Standards Policies and Procedures

Town of Claresholm
221 – 45th Avenue West
Claresholm Alberta T0L-0T0
Phone 403-625-3381 • Fax 403-625-3869
clares@telusplanet.net
www.townofclaresholm.com

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Mission Statement

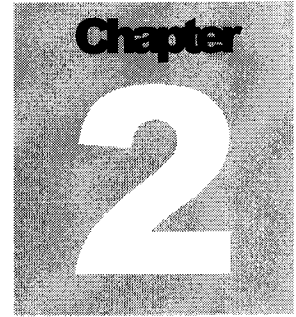
Town of Claresholm Protective Services is committed to serving the residents of Claresholm by providing effective law enforcement and bylaw services. These duties are to be performed with honesty, integrity and diligence, on behalf of The Town of Claresholm.

The Community Peace Officer is responsible for the investigation and enforcement of Municipal bylaws, Provincial Statutes, investigations of infractions and damage of Town of Claresholm property, and insuring proactive policing.

As a Peace Officer, the overall duty is to protect people and property and to preserve and maintain the public peace.

Key Areas:

- Ensure public compliance with various Town bylaws,
- Provide information and interpretation of Municipal bylaw and Provincial Statute requirements to Town residents,
- Administer Town bylaws, and ensure public compliance of various provincial statutes.
- Support and promote the mission, goals, objectives, and policies and procedures of the Town of Claresholm.



Code of Conduct

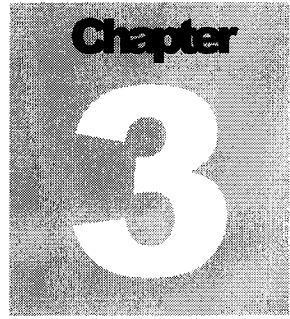
Purpose: To outline the guidelines regulating the conduct and behavior of a Community Peace Officer.

Code of Conduct

A Community Peace Officer must not:

1. violate
 - a. an Act of the Parliament of Canada,
 - b. an Act of the Legislature of Alberta,
 - c. any Regulation made under an Act of either the Parliament of Canada or the Legislature of Alberta, or
 - d. Any provision of the Community Peace Officer Appointment.
 - e. Any provision of the Position Description for Community Peace Officers adopted by the Town or Village.
2. act in
 - a. disorderly or inappropriate manner,
 - b. a manner that would be harmful to organizational discipline within the Town or the Village, or would be likely to discredit the reputation of law enforcement;
3. apply the law or exercise authority differently on the basis of race, color, religion, sex, physical disability, marital status, age, ancestry or place of origin;
4. withhold or suppress a complaint against or a report made about a peace officer;
5. neglect, without a lawful excuse, to promptly or diligently perform the Community Peace Officer's duties as a peace officer;
6. willfully or negligently make or sign a false, misleading or inaccurate statement in any official document or record;
7. without a lawful excuse
 - a. destroy, mutilate or conceal an official document or record, or
 - b. alter or erase an entry in an official document or record for purposes other than the correction of a bona fide error, in which case the alteration must be made in such a manner that the original entry is legible and must be dated and initialed by the Community Peace Officer.
8. make known any matter that the Community Peace Officer has a duty to keep in confidence;
9. fail to account for or to make a prompt and true return of money or property that the Community Peace Officer receives in the capacity of a Community Peace Officer;

10. directly or indirectly ask for or receive a payment, gift, pass, subscription, testimonial or favor without the consent of the employer;
11. become involved in a financial, contractual or other obligation with a person concerning whom the Community Peace Officer could reasonably expect to report or give evidence;
12. without lawful excuse, use the Community Peace Officer's position as a peace officer for personal advantage or another person's personal advantage or disadvantage;
13. exercise authority as a Community Peace Officer when it is unlawful or unnecessary to do so;
14. consume alcohol while on duty;
15. consume or otherwise use or possess drugs that are prohibited by law;
16. report for duty, be on duty or be on stand by for duty while unfit to do so by reason of the use of alcohol or drug;
17. demand, persuade or attempt to persuade another person to give, purchase or obtain any liquor for a peace officer who is on duty;
18. apply excessive or otherwise inappropriate force in circumstances where force is used;
19. be in possession of any firearm while on duty that is
 - a. not approved by the Alberta Minister of Justice and Attorney General, and
 - b. is not issued to the Community Peace Officer by the employer of the Community Peace Officer;
20. when on duty discharge a firearm either intentionally or by accident, and not report the discharge of the firearm to the senior official or employer of the Community Peace Officer;
21. fail to exercise sound judgment in the use of any restraining device.



Duties and Responsibilities

Purpose: A general guideline of the duties and responsibilities of the Community Peace Officer.

Duties and Responsibilities

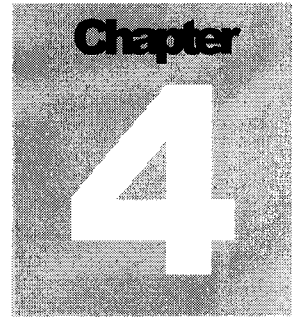
A Community Peace Officer will:

- (a) enforce all municipal bylaws and the following provincial statutes and regulations passed pursuant thereto:
 - Animal Protection Act
 - Dangerous Dogs Act
 - Gaming and Liquor Act, Part 3 and Part 5 as it relates to the Enforcement of Part 3
 - Environmental Protection and Enhancement Act, Part 9, Division 2
 - The Prevention of Youth Tobacco Use Act
 - Traffic Safety Act
 - Stray Animals Act
 - Municipal Government Act
 - Provincial Offences Procedure Act
- (b) investigate complaints, accidents and disputes and take appropriate action to render assistance and enforce the laws that are within the Community Peace Officer's jurisdiction;
- (c) prepare accident and other related reports for the Town's solicitor and insurers;
- (d) patrol the Town on a regular basis paying particular attention to the protection and prevention of damage to property owned by the Town or under the Town's management and control;
- (e) swear information and issue Summons Violation Tickets and Offence Notice Violation Tickets to ensure appropriate penalties are imposed for infractions of laws that are within the Community Peace Officer's jurisdiction;
- (f) provide to the CAO such monthly, annual or other reports in writing as Council or the CAO may require from time to time;
- (g) assist as required in the preparation of annual budgets for law enforcement activities within the boundaries of the Town that are within the jurisdiction of a Community Peace Officer; and
- (h) take the official oath as prescribed by the Peace Officer Act.

Performance Requirements

A Community Peace Officer must:

- (a) act in a mature and responsible manner in all dealings with the public;
 - (b) refrain from abusing the authority of a Community Peace Officer;
 - (c) provide effective public relations between the Town and its residents in relation to law enforcement, including educational, promotional and safety programs and campaigns;
 - (d) call upon the local RCMP detachment for assistance when threatening, abusive or dangerous situations are encountered; and
1. Comply with the code of Conduct for Community Peace Officers adopted by the Town as the same may be amended from time to time.



Public Complaints and Concerns

Purpose: To have a set standard for dealing with phone and mail complaints and or walk in complaints and to ensure that the level of service offered to our resident is of the highest level.

Public Complaints and Concerns

Definition – CPO (Community Peace Officer)

There are three types of Complaints and Concerns:

- 1) Phone Complaints/Concerns
- 2) Mail in Complaints/Concerns and;
- 3) Walk In Complaints/Concerns (Personally come into the Town Office)

The Town of Claresholm is required to log all calls with regards to Complaints or Concerns

Phone and Mail complaints/concerns

If a resident calls or mails the Town Office with a complaint or a concern the CPO must be made aware of the nature of this call by means of an **email procedure** set out below.

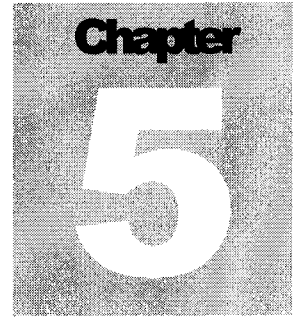
- 1) Phone call is received by a Town Employee
- 2) An email is forwarded to the CPO (Even if the problem/concern can be dealt with by staff)
- 3) All mailed complaints will be date stamped and delivered to the CPO
- 4) Once the CPO has received the details it is the responsibility of the CPO to follow thru and complete his/her file.

The following is a list of what **MUST** be on the email:

- 1) Date and Time of the complaint/concern
- 2) First and Last name of the complainant
- 3) Address of the complainant
- 4) Phone number of the complainant
- 5) Nature of the complaint

Walk in complaints/concerns

If a resident comes into the Town office with a complaint or a concern the Town staff will have the resident fill out a complaint form and submit it to the CPO for further investigation.



Authority

Purpose: To define a Community Peace Officer Authority as set out by the Alberta Solicitor General.

PEACE OFFICER APPOINTMENT

Pursuant to Section 7 of the Peace Officer Act

I, Brian Skeet, Assistant Deputy Minister/Director of Law Enforcement of the Public Security Division, Department of the Solicitor General and Public Security, for the Province of Alberta, hereby appoint

Nigel Peter YOUNG

a PEACE OFFICER as detailed below:

Authority, Responsibility and Duties

The person appointed under this document has the authority, while employed by the Town of Claresholm and while acting within the scope of his/her employment, to enforce the following legislation and all regulations thereunder, and serve court documents relating to

THE ANIMAL PROTECTION ACT
THE DANGEROUS DOGS ACT
THE ENVIRONMENTAL PROTECTION AND ENHANCEMENT
ACT, PART 9, DIVISION 2
THE GAMING AND LIQUOR ACT
THE PROVINCIAL OFFENCES PROCEDURE ACT
THE STRAY ANIMALS ACT
THE TRAFFIC SAFETY ACT

- Authority to enforce the *Gaming and Liquor Act* is restricted to sections; 83, 84, 87, 89, 107, 108, and section 115 subject to section 53 of the *Police Act*.
- Authority to enforce the *Gaming and Liquor Regulation* (AR 143/96) is restricted to section 87.1.

Jurisdiction

- Town of Claresholm, except on a primary highway.
- Throughout Alberta for the purposes of executing or serving court documents with respect to matters arising in the above jurisdictions or to execute a duty when the matter under investigation occurred within the above jurisdictions.

This appointment does not include jurisdiction on an Indian Reserve.

.../2

Weapons and Equipment

This appointment permits the carrying or use of the following while in the performance of their duties as set out above:

- Emergency response vehicles as defined in section 2(a) of Alberta Regulation 322/2002.
- Handcuffs.
- Personal protective equipment including a bullet resistant vest, a stab resistant vest or protective gloves, but not including SAP gloves or similar gloves.
- Particular equipment necessary to carry out the enforcement duties and responsibilities of the peace officer; and
- Tools and items necessary for the performance of the peace officer's duties and responsibilities.

Title


The peace officer may utilize the title of Peace Officer or Community Peace Officer while carrying out the authority, responsibilities and duties of this appointment.

Terms and Conditions

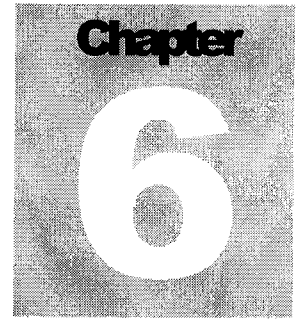
This appointment expires upon termination of employment with the Town of Claresholm.

The peace officer must abide by Public Security Peace Officer Program Policy, January 2007, as amended from time to time, issued by the Director of Law Enforcement.

DATED at the City of Edmonton, in the Province of Alberta, this 8th day of June, A.D. 2007.



ASSISTANT DEPUTY MINISTER/DIRECTOR OF
LAW ENFORCEMENT OF THE PUBLIC SECURITY
DIVISION, DEPARTMENT OF THE SOLICITOR
GENERAL AND PUBLIC SECURITY

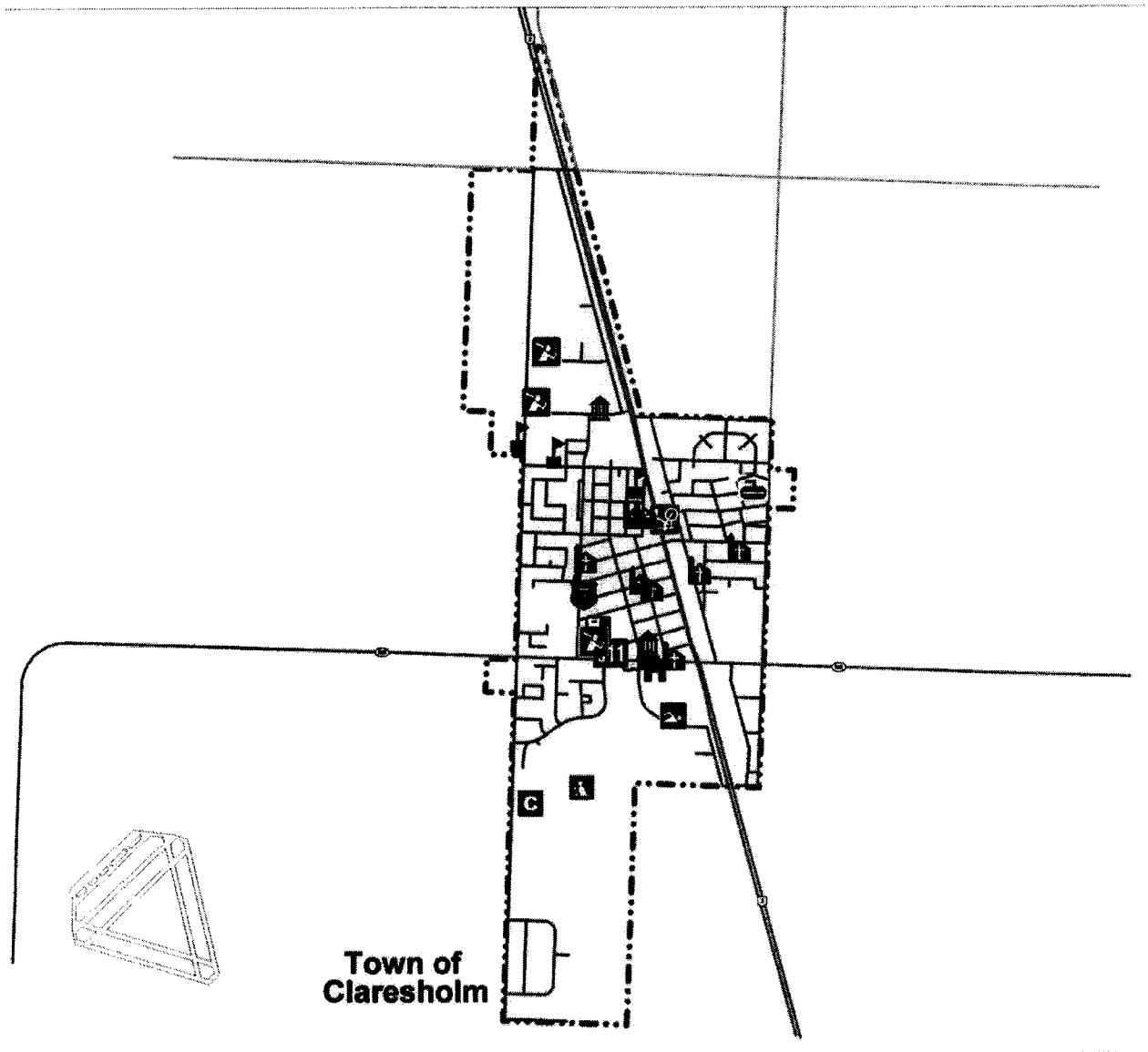


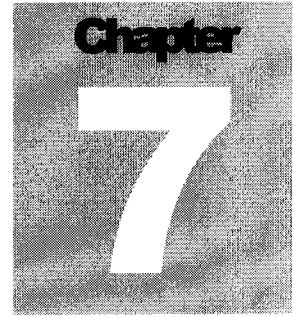
Municipal Boundaries

Purpose: To provide a visual image of the Town of Claresholm's Municipal boundaries.

Municipal Boundaries

Town of Claresholm





Complaints

Purpose: To outline the guidelines regulating the handling of complaints against a Community Peace Officer .

Complaints

HANDLING PUBLIC COMPLAINTS AND

ADMINISTRATION OF DISCIPLINE FOR COMMUNITY PEACE OFFICERS

1. RECEIPT OF COMPLAINT

- a. Public complaints or other information about alleged misconduct by a Community Peace Officer will be directed to the Chief Administrative Officer, Town of Claresholm, P.O. Box 1000, Claresholm, AB, T0L 0T0. All complaints must be accepted and dealt with according to the procedure set out in this document. Complaints must be in writing, signed by the complainant. The name, address and telephone number of the complainant must be obtained.
- b. The complaint will be immediately forwarded to the Chief Administrative Officer.
- c. The Chief Administrative Officer will acknowledge receipt of the complaint in writing within 10 working days to the complainant in writing to the complainant and will provide a copy of the complaint to the Community Peace Officer against whom the complaint was made.

2. INVESTIGATION

- a. The Chief Administrative Officer will initiate the investigation of all complaints.
- b. The Chief Administrative Officer may resolve minor complaints informally, with a solution that is satisfactory to all parties.
- c. If the Chief Administrative Officer finds a complaint to be insufficient to support a finding of misconduct by a Community Peace Officer, the complaint may be dismissed.
- d. If the Chief Administrative Officer is satisfied that misconduct by a Community Peace Officer may have occurred, the Chief Administrative Officer will take disciplinary action in accordance with Item 3.
- e. If the Chief Administrative Officer discovers misconduct of a criminal nature, they will immediately forward this information to the local Royal Canadian Mounted Police (RCMP) Detachment Commander as well as Alberta Justice Officials.

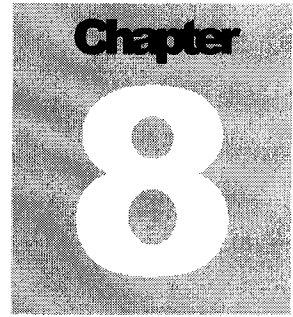
3. DISCIPLINARY ACTION

- a. The Chief Administrative Officer will present the allegations that were made and the findings of the investigation to the Community Peace Officer within 30 days of receipt of complaint.
- b. The Community Peace Officer will be given an opportunity to make a full response to the allegations and supporting evidence.
- c. The Chief Administrative Officer will hear the explanation of the Community Peace Officer and any other information that is relevant to determine the facts. The Chief Administrative Officer will determine if the complaint of misconduct is proven or unproven.

- d. If the Chief Administrative Officer finds that a complaint of misconduct against a Community Peace Officer has been proven, the Chief Administrative Officer may take one of the following disciplinary actions:
 - i. warn the Community Peace Officer;
 - ii. reprimand the Community Peace Officer;
 - iii. suspend the Community Peace Officer without pay for a period not exceeding ten (10) days;
 - iv. recommend to Town, that the Community Peace Officer be dismissed.
 - v. The Chief Administrative Officer will notify the complainant and the Community Peace Officer, in writing, of the results of the investigation, the action taken and of their right to appeal the decision of the Chief Administrative Officer.

4. APPEAL PROCESS

- a. A complainant or Community Peace Officer may appeal a decision by the Chief Administrative Officer under Item 2(d) or Item 3(d). All appeals must be in writing and will be delivered to the Community Peace Officer Appeal Officer at the address set out in Item 1(a) no later than 30 days after receipt by the Appellant of the decision of the Chief Administrative Officer.
- b. After reviewing the information in the possession of the Chief Administrative Officer and hearing any submissions that the parties may wish to make, the Community Peace Officer Appeal Officer may allow the appeal or dismiss the appeal. If in determining an appeal, the Community Peace Officer Appeal Officer finds that a complaint of misconduct by a Community Peace Officer has been proven the Community Peace Officer Appeal Officer may take any of the disciplinary actions referred to in Item 3(d).
- c. The Community Peace Officer Appeal Officer must notify the complainant and Community Peace Officer in writing of the results of the appeal.
- d. The decision of the Community Peace Officer Appeal Officer is final.
- e. Accurate recordings of the appeal process shall be kept on file at the Town Office.



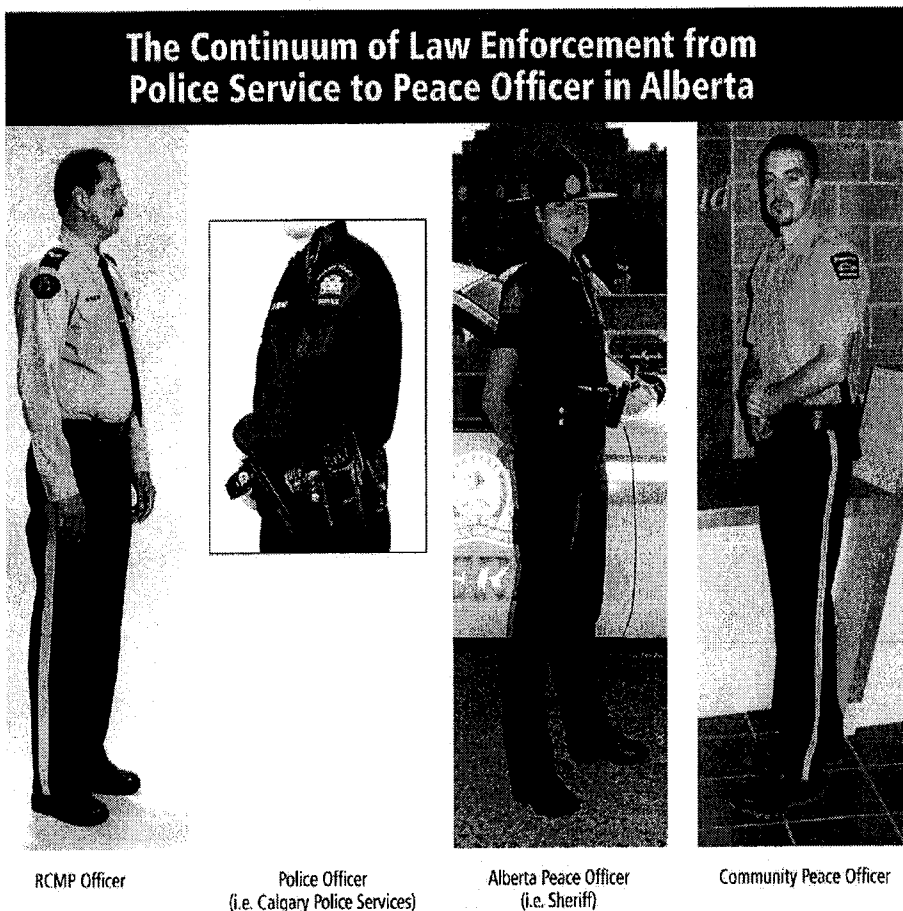
Uniforms:

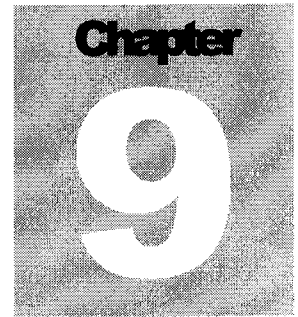
Purpose: To outline the guidelines from the Alberta Solicitor General regarding the uniforms of a Community Peace Officer.

Duty Uniforms:

A peace officer must wear the following uniform:

- (a) dark blue-black outer jacket;
- (b) dark blue shirt and blue-black pants with a blue stripe or dark grey shirt with blue-black pants with a grey stripe;
- (c) if a hat or head covering is worn, colours must correspond to the uniform;
- (d) shoulder flashes on the uniform as approved by the Solicitor Generals Office;
- (e) a safety vest or jacket of a colour specified by the Director having the words "Peace Officer" or other words approved by the Director on the back.





Record Management:

Purpose: To establish and maintain the security and continuity of operational records.

Record Management:

Operational records system

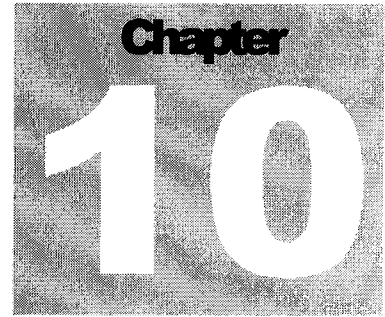
A Community Peace Officer must establish and maintain an operational records system showing the following information:

- (a) the investigations started and continued by peace officers employed or engaged for services by the authorized employer and the disposition of each investigation;
- (b) evidence seized and how it is recorded, stored and disposed of;
- (c) operational logs dealing with daily operations, including calls and complaints;
- (d) a record of serious incidents involving a peace officer employed or engaged for services by the authorized employer;
- (e) shift schedules;
- (f) any memorandum of understanding between the authorized employer and one or more police services.

Retention of records

A Community Peace Officer must

- (a) retain and keep in good condition all other records made with respect to the administration, management and operations relating to peace officers for at least **7 years** after the record was made.



Training Standards:

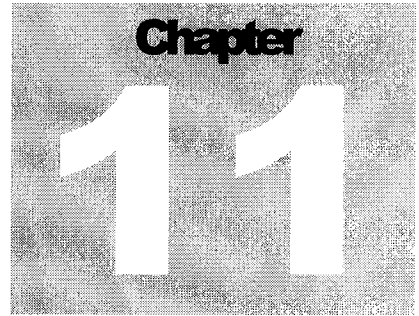
Purpose: A set of guideline that details the minimum standard of the Alberta Solicitor General with regards to training.

Training Standards:

A Community Peace Officer must have the following training:

1. Successfully complete a basic level of training for a peace officer:
 - Solicitor General approved Legal Studies Training
 - Solicitor General Approved Human Relations Training
 - Solicitor General Approved Officer Safety Training
 - Radar Certification
 - Laser Certification
 - Emergency First Aid

2. Additional recommended training courses:
 - Emergency Vehicle Operators Course
 - Dangerous Goods Inspector
 - Child Safety Seat Training
 - Any other training that is a benefit to the Employer or Community



Radio Communications:

Purpose: An outline of the services used and offered by:

Alberta R&GE Radio Control Centre (RCC) Radio Network Operations

Radio Communications:

RADIO OPERATIONS and VOICE PROCEDURES GUIDE

**As used by Alberta R&GE
Radio Control Centre (RCC)
Radio Network Operations**

(SPECIAL CONSTABLES - ASCA)

THE RCC RADIO OPERATION, IN CONJUNCTION
WITH CVE, MEETS THE EQUIPMENT AND
PERFORMANCE CRITERIA AS LAID DOWN BY
CALEA
(THE COMMISSION FOR ACCREDITATION OF LAW
ENFORCEMENT AGENCIES).

SERVICES AVAILABLE TO SPECIAL CONSTABLES
THE SERVICES WHICH CAN BE PROVIDED TO COUNTY OR MUNICIPALITY
BASED
SPECIAL CONSTABLES INCLUDES THE FOLLOWING: -

OFFICER SAFETY MONITORING
<ul style="list-style-type: none"> • RECORDING CONSTABLES ON AND OFF DUTY AND DURING PATROL ACTIVITY • RECORDING OFFICER LOCATIONS, EN ROUTE LOCATIONS AND LOCATION CHANGES
RECORDING FULL OFFICER STATUS (SEE APPENDIX B)
MONITORING OFFICER IN HAZARDOUS SITUATION; 10-11 PROCEDURE, WITH SAFETY TIMER
EMERGENCY RESPONSE (MDMRS OR EMERGENCY TELEPHONE NUMBER)
PROVIDING LAW ENFORCEMENT DATA -
<ul style="list-style-type: none"> • MOVES, INCLUDING ENFORCEMENT DATA • DRIVER IMAGE
PROVIDING A WIDE RANGE OF NON-ENFORCEMENT INFORMATION, SUCH AS: -
<ul style="list-style-type: none"> • RCMP DETACHMENT, FIRE, AMBULANCE AND HOSPITAL CONTACT INFORMATION • TOWING INFORMATION • WEATHER REPORTS AND ADVISORY SUNRISE / SUNSET TIMES • OTHER OFFICER CONTACT INFORMATION • LOCATION INFORMATION • FORESTRY, CONSERVATION, PARKS AND TRANSPORTATION CONTACT INFORMATION
PATCHING TO OTHER AGENCIES, INCLUDING OTHER LOCAL POLICE FORCES AND THE RCMP
RELAYING ORDERS OR INSTRUCTIONS TO CONSTABLES
RADIO AND EQUIPMENT SERVICEABILITY CHECKS
ASSISTING IN INVESTIGATIONS - MOVES
PROVISION OF CPIC INFORMATION - CURRENTLY NOT AVAILABLE
PROVISION OF WEB BASED DATA - PUBLIC DOMAIN
PROVISION OF RADIO AND TELEPHONE TRAFFIC RECORDINGS - FOR TRAINING OR COURT
ALBERTA WORKING ALONE LEGISLATION - COMMUNICATIONS 24/7/365 POINT OF CONTACT

OTHER SERVICES MAY BE PROVIDED ON REQUEST AND BY AGREEMENT WITH THE RCC THROUGH THE ASCA.

1. The Radio System

- (a) The radio communications network currently in use is the Multi-Departmental Mobile Radio System (MDMRS).
- (b) The MDMRS radio network is used as the primary means of radio communication with the Control Centre in Edmonton. Use the normal cellular telephone or 'Mike' networks as a back up, if necessary.
- (c) Radio access to the Control Centre involves the use of some 170 repeater stations around the Province. Each repeater is linked directly to the Control Centre.
- (d) Each repeater station provides wide area local coverage – typically some 20-30 miles in any direction from the repeater, depending upon terrain. Mobile radio equipment (with its larger antennas and higher power transmitters) will provide better coverage than Portable radio equipment (with its smaller antennas and lower power transmitters).
- (e) There are 10 repeater channels available. Officers need to establish which radio channel gives the best communications in a given area.
- (f) Each radio is equipped with an additional radio channel for direct radio to radio communications (called simplex). When one Officer communicates direct with another Officer (not using a repeater station) range is considerably reduced; typically 5 to 8 miles, depending on terrain.
- (g) The MDMRS radio network provides wide area Provincial coverage on a single radio channel for each area. Since all Alberta Government User Groups share a single radio channel, there will be occasions when the channel will be busy (normally indicated by a tone).
- (h) Special Constables have been assigned their own user group and will not normally hear any other law enforcement users, and vice-versa. However, since a shared radio network is in use, Special Constables can make communications with for example Transportation, Parks and F&W Officers, if need be.
- (i) The MDMRS radio network operates at Ultra High Frequencies (UHF) and uses Frequency Modulation (FM).

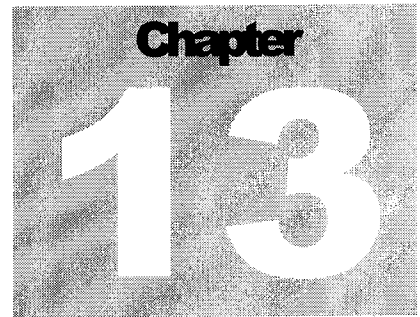
pages 29 to 67 regarding
radio protocol are available
if interested

Drug and Alcohol

- A) A Community Peace Officer must obey all applicable laws, including those related to driving under the influence of drugs and alcohol.
- B) A Community Peace Officer must not under any circumstances consume drugs or alcohol while on the job, whether operating vehicles or performing other tasks.
- C) A Community Peace Officer must not consume drugs or alcohol less than eight (8) hours before their next scheduled shift and must not attend work under the influence of drugs or alcohol.
- D) Drug and alcohol abuse affects all aspects of a person's life, including their performance at work. Abuse of drugs or alcohol that affects an employee's performance at work will not be tolerated.

Procedures:

1. If it is determined that a Community Peace Officer is being influenced by alcohol or drugs, he/she will be reported to the municipal Chief Administrative Officer for disciplinary action including the possibility of discharge and shall not be considered for rehiring for a period of six months.



Weapons

Purpose: This policy is to establish guidelines for Community Peace Officers in the employ of the Town of Claresholm in the use of Oleoresin Capsicum Spray and Defensive Baton.

Weapons:

1. Use of force, by members, shall meet the requirements of s.25 of the Criminal Code.
2. Members shall follow the AACP Use of Force Model as a guideline to determine response options to a situation. In no case shall this policy supersede legislative requirements.

POLICY for OC Spray:

Peace Officer who have successfully completed the OC Spray training course are authorized to carry and use OC Spray while on duty if authority appears on their peace officer appointment. See attached policy.

STANDARDS:

1. A peace officer's appointment authorizes him/her to be in possession of OC Spray only for the purposes of their duty or employment and does not extend to off-duty activities.
2. When OC Spray has been deployed and the subject(s) has been brought under control, decontamination procedures will be commenced as soon as practical.
3. OC Spray shall only be carried by Peace Officers while on duty.
4. The unit Supervisor or designate will maintain a current list of all Peace Officers who have completed the OC Spray course and are authorized to carry and use it.

PROCEDURES:

1. A Peace Officer authorized to carry and use OC Spray:
 - (a) Informs the Supervisor whenever possible prior to using OC Spray;
 - (b) When a tactical advantage is not lost, advise the potential target(s) that OC Spray may be used if their behavior remains uncontrollable;
 - (c) Monitors the target(s) and seeks medical assistance if the effects of the OC Spray persists after one (1) hour; and
 - (d) Submits an incident report to the supervisor and the public Security Department on the approved form describing the incident and the reasons for utilizing the OC Spray.

Note: this also includes any accidental OC Spray discharges.

- (e) Ensure that when off-duty, the OC Spray is secured in a locked cabinet within the Office. If a Peace Officer goes off shift at their residence, the OC spray must be secured within a locked cabinet.
- (2) The Supervisor:
 - (a) Reports to the area, takes charge of the incident and approved the use of OC Spray, IF NECESSARY;
 - (b) Ensures all targets affected by the OC Spray are taken to an area which is secured and removed from contamination and provided for decontamination;
 - (c) Reviews, comments and submits the detailed Incident Report to the Authorized Employer.
 - (d) Ensures all peace officers required to carry OC Spray are re-certified every 36 months (sooner if desired by employer)

TOWN OF CLARESHOLM

POLICY

POLICY #64

REPLACING POLICY # _____

EFFECTIVE DATE June 11, 2007

SUBJECT OC SPRAY

DEPARTMENT Bylaw Enforcement/Peace Officer

AUTHORITY Council Resolution **DATE PASSED** June 11, 2007

PURPOSE: To establish a policy relating to the proper use & storage of OC Spray.

POLICY: Peace Officers who have successfully completed the OC Spray training course are authorized to carry and use OC Spray while on duty if authority appears on their peace officer appointment.

STANDARDS:

- 1) A peace officer's appointment authorizes him/her to be in possession of OC Spray only for the purpose of their duty or employment and does not extend to off-duty activities.
- 2) When OC Spray has been deployed and the subject(s) has been brought under control, decontamination procedures will be commenced as soon as practical.
- 3) OC Spray shall only be carried by Peace Officers while on duty.
- 4) The Unit Supervisor or designate will maintain a current list of all Peace Officers who have completed the OC Spray course and are authorized to carry and use it.

PROCEDURES:

- 1) A Peace Officer authorized to carry and use OC Spray:
 - a) Informs the Supervisor whenever possible prior to using OC Spray
 - b) When a tactical advantage is not lost, advises the potential target(s) that OC Spray may be used if their behavior remains uncontrollable
 - c) Monitors the target(s) and seeks medical assistance if the effects of the OC Spray persists after one (1) hour and
 - d) Submits an Incident Report to the Supervisor and to the Public Security Department on the approved form describing the incident and reasons for utilizing the OC Spray.

NOTE: This also includes any accidental OC spray discharges.

- e) Ensure that when off-duty, the OC Spray is secured in a locked cabinet within the office. If a peace officer goes off shift at their residence, the OC spray must be secured within a locked cabinet.
- 2) The Supervisor:
 - a) Reports to the area, takes charge of the incident and approves the use of OC Spray, if necessary;
 - b) Ensure all targets affected by the OC Spray are taken to an area which is secure and removed from contamination and provides for decontamination;
 - c) Reviews, comments and submits the detailed Incident Report to the Authorized employer;
 - d) Ensures all Peace Officers required to carry OC Spray are re-certified every 36 months (sooner if desired by the Authorized employer).

Weapons:

1. Use of force, by members, shall meet the requirements of s.25 of the Criminal Code.
2. Members shall follow the AACP Use of Force Model as a guideline to determine response options to a situation. In no case shall this policy supersede legislative requirements.

POLICY for BATON:

Peace Officers, upon successful certification, may be issued an extendable baton and will be responsible for its care, use, and storage. See attached policy.

STANDARDS:

1. All Peace Officers certified in the use of the baton will be required to wear a baton while on duty
2. All Peace Officers certified in the use of a baton will be re-certified within 36 months (or sooner if desired by the authorized employer) by a qualified instructor.
3. The baton will be worn in the issued scabbard
4. The baton will be deployed only in the manner, according to a Use of Force Model
5. All Peace Officers will immediately report and incident in which the baton was used as a means of force to their Supervisor on an Incident Report Form and ensures the Public Security Division is notified.
6. Peace Officers who are carrying authorized batons:
 - (a) Must check their baton on a weekly basis for the following:
 - (1) Wear and tear on the foam grip,
 - (2) Bent shaft and stress fractures,
 - (3) Abrasions on the tip or a loose tip,
 - (4) Secure butt cap;

- (b) May make minor adjustments to the retaining clip and O-ring to ensure the proper opening and closing capabilities;
- (c) Report any defective baton requiring repair or replacement immediately to a supervisor;
and

Note: this include a bent shaft, wear and tear on the handle, and sharp abrasions on the tip.

- (d) Immediately report any incident in which the baton was used as means of force to the Supervisor on an Incident Report Form and to the Public Security Division.
- (e) Ensure that when off-duty, the baton is secured in a locked cabinet within the office. If a Peace Officer goes off shift at their residence, the baton must be secured in a locked cabinet.

TOWN OF CLARESHOLM

POLICY

POLICY # 65

REPLACING POLICY # _____

EFFECTIVE DATE June 11, 2007

SUBJECT BATON POLICY

DEPARTMENT Bylaw Enforcement/Peace Officer

AUTHORITY Council Resolution DATE PASSED June 11, 2007

PURPOSE: To establish a policy relating to the proper use & storage of the baton

POLICY: Peace Officers, upon successful certification may be issued an extendible baton and will be responsible for its care, use and storage.

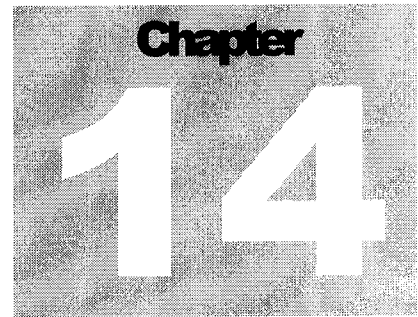
STANDARDS:

- 1) All Peace Officers certified in the use of the baton will be required to wear a baton while on duty.
- 2) All Peace Officers certified in the use of the baton (including the department sanctioned Incident Management Intervention Model) will be re-certified within 36 months (or sooner if desired by Authorized employer) by a qualified instructor.
- 3) The baton will be worn in the issue scabbard.
- 4) The baton will be deployed only in the prescribed manner, according to an Incident Management Intervention Model or approved Use of Force Model.
- 5) All Peace Officers will immediately report any incident in which the baton was used as a means of force to their Supervisor on an Incident Report Form and ensure the Public Security Division is notified.

- 6) Peace Officers who are carrying authorized batons:
- a) Must check their baton on a weekly basis for the following:
 - i) Wear and tear on the foam grip
 - ii) Bent shaft and stress fractures
 - iii) Abrasions on the tip or a loose tip
 - iv) Secure butt cap
 - b) May make minor adjustments to the retaining clip and O-ring to ensure the proper opening and closing capabilities
 - c) Report any defective baton requiring repair or replacement immediately to a Supervisor and

NOTE: This includes a bent shaft, wear and tear on the handle and sharp abrasions on the tip.

- d) Immediately report any incident in which the baton was used as a means of force to their Supervisor on an Incident Report Form and to the Public Security Division.
- e) Ensure that when off-duty, the baton is secured in a locked cabinet within the office. If a peace officer goes off shift at their residence, the baton must be secured within a locked cabinet.



Motor Vehicle Pursuits

Purpose: A detailed set of guidelines set out by the Alberta Solicitor General as used in the 2005 Special Constable Handbook.

Motor Vehicle Pursuits

Refer to Alberta Motor Vehicle Pursuit Guidelines Section 3, which states:

No pursuit shall be undertaken by a special constable unless that special constable has full policing authority as defined in the Police Act. A special constable other than as described above shall not engage in a pursuit. In the event a motorist is not heeding the direction to stop, the police service of jurisdiction shall be notified and any efforts to stop the motor vehicle shall cease.

- a) A motor vehicle pursuit occurs when a peace officer in the lawful execution of His/her duty attempts to stop a vehicle and the driver of that vehicle is aware of this attempt and refuses to bring their vehicle to a stop.
- b) A pursuit may involve high or low speeds and vehicles other than automobiles/trucks such as off-road vehicles (snowmobiles, quads, etc). A pursuit may involve locations other than a roadway in the case of off-road vehicles.
- c) It is the policy of the Solicitor General that a special constable, as defined by this manual, will NOT engage in a pursuit.
- d) Upon encountering an individual who has chosen not to stop their vehicle when directed to do so, a special constable will immediately cease actively continuing attempts to stop the vehicle. This will include turning off all emergency equipment and reducing speed. Contact, on an urgent basis, should be made with the police service of jurisdiction to advise them of the circumstances, providing a description of the vehicle and direction of travel.

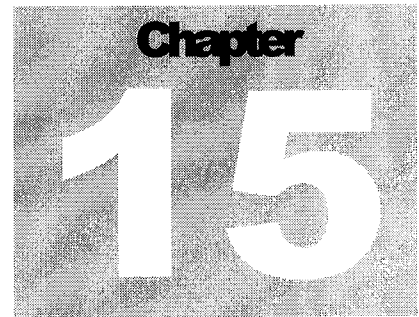
7.4.1 “Closing the Distance” or “Catch Up Situations”

- a) This section addresses situations that involve an emergency response vehicle attempting to close the distance on a suspected violator to further an enforcement effort. These situations are not considered a pursuit, unless some overt action by the suspected offender suggests an attempt to avoid apprehension. This practice has been referred to as “closing the distance” or “catch up.” In these situations an emergency response vehicle is being operated in a manner that is different from normal traffic patterns. Revised December 2005 29

SPECIAL CONSTABLE PROGRAM POLICY MANUAL Alberta Solicitor General

- b) The *Traffic Safety Act* states, “a siren on an emergency vehicle shall be operated only when the vehicle is being used in response to an emergency.”
- c) Closing the distance is not normally considered an emergency. A special constable involved in such a situation must continually evaluate all factors that involve public and officer safety. If the risk assessment indicates a risk to public safety the procedure shall be terminated.
- d) **“Closing the Distance” or “Catch Up” maneuvers may only be performed when there is a reasonable likelihood for apprehension of the suspected offender.**

A special constable involved in situations where drivers are not stopping may find themselves working outside the parameters of their appointments and may not be afforded any protections provided by the *Traffic Safety Act* that allow peace officers to contravene rules of the road while in the performance of their duties.



Use of Force

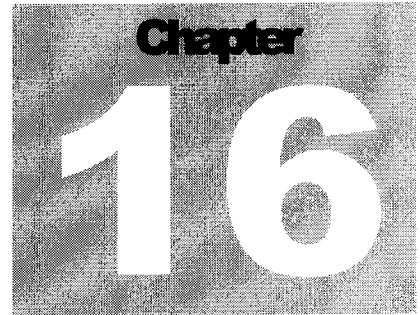
Purpose: A detailed chart approved by the Alberta Solicitor Generals department with regards to an officer's use of force.

Use of Force

Use of force, by members, shall meet the requirements of s.25 of the Criminal Code.

Members shall follow the AACP Use of Force Model as a guideline to determine response options to a situation. In no case shall this policy supersede legislative requirements.

Insert a use of force chart when available.

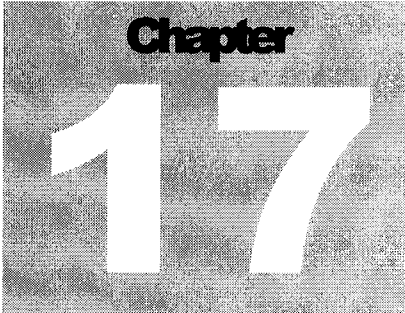


Traffic Safety Plan

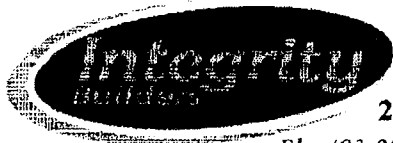
Purpose: To ensure safe families, safe homes and the traffic services initiative “Vision 2010”.

Traffic Safety Plan

Insert Traffic Safety Plan when completed.



Forms and Misc.



Integrity Builders Inc.

2845 2nd Avenue North ~ Lethbridge, Alberta ~ T1H 6S2

Ph: 403-394-7764 Fx: 403-317-0498 E-mail: integrity@integritybuilders.ca

CONSTRUCTION PROPOSAL

Kris here is the Breakdown as Discussed, we have broken the price into three divisions. Phase one will take the building to lockup and should be weather-tight by the end of 2007. Phase 2 will take the building to completion and will be started at a date yet to be determined in early 2008. The third is a list of the savings that both of our teams have been able to create.

Phase one

- All framing material/labor
- All joist and truss material
- Excavation and backfill
- Forming and foundation
- All doors though-out structure (garage door included)
- Complete roofing of building
- Soffits and Facia
- All underground plumbing (including inspection manhole)
- Paper and wire of complete shell

\$436614.00

Phase two

- Full electrical
- Rebar (slab and sidewalk)
- Slab
- Sidewalk
- Interior plumbing
- Stucco color
- Painting
- Floor finishes
- Drywall

\$383525.00

Savings

- Truss changes
- Epoxy floor
- Cedar braces
- Colouring of the concrete
- Cultured stone

\$163320.00

**TOWN OF CLARESHOLM
WELCOME SIGNAGE PROPOSED UPGRADES
COUNCIL DECISIONS AND DIRECTION**

Administration has been in contact with John Thomas from Alberta Infrastructure and Transportation regarding Bill Erickson's proposed changes to the signage. Mr. Thomas stated that any additions to the current signage would have to be sent to his office for review. He also mentioned that there can not be steel posts on any construction coming out of the concrete footings and that these need to be "breakaway" in the case of an accident.

He also stated that if we are moving, doing landscaping or renovating our current signage that we need to replace our steel posts with wooden posts to be "breakaway" and to be within the new highway signage rules. Mr. Thomas also stated that the signage needs to be 9 metres back from the pavement (clear zone) and, in the case of our north sign, that it should be placed closer to the service road versus the highway.

Administration would like Council's direction on this issue on whether the design proposed by Mr. Erickson is acceptable based on the new logo and if Administration should move forward in getting the design (within the guideline discussed above) redone by Mr. Erickson and forwarding on the proposed signage changes to Alberta Infrastructure and Transportation. If Council does not feel the proposed changes fit within the new logo and rebranding done by the Town then a letter to Mr. Erickson in this regard needs to be sent.

Kris Holbeck, CA
Town of Claresholm
August 23, 2007

TOWN OF CLARESHOLM

POLICY

POLICY # 67

REPLACING POLICY # _____

EFFECTIVE DATE _____

SUBJECT Town Owned Vehicle Usage Policy

DEPARTMENT Bylaw / Development / Public Works / Administration

AUTHORITY Council Resolution DATE PASSED _____

PURPOSE: To establish a policy relating to Town vehicle usage after normal scheduled working hours.

POLICY: 1) The following vehicles are to be parked at the employee's Claresholm residence when not in use on Town business:

- A) Administration – Chief Administrative Officer
- B) Public Works – Superintendent
- C) Bylaw – Peace Officer
- D) Development – Development Officer
- E) Water – Plant Operator(s)

2) These vehicles are only to be used for town related business outside normal working hours.

TOWN OF CLARESHOLM

POLICY

POLICY # 66

REPLACING POLICY # _____

EFFECTIVE DATE _____

SUBJECT Staff Education and Training

DEPARTMENT Administration

AUTHORITY Council Resolution DATE PASSED _____

PURPOSE: To establish a policy relating guidelines for what expenses are eligible for reimbursement by staff on Town authorized training courses and seminars.

POLICY:

- 1) The course / event must be approved by the department head and / or Chief Administrative Officer.
- 2) The cost of the course will be paid for by the Town if it is an approved course.
- 3) To reduce costs, if possible, staff will travel together, either in a Town owned vehicle or a personal vehicle. Staff will also, where possible, in a room with double occupancy.
- 4) Hotel / motel costs are not to exceed \$120 per night plus taxes and fees. Any overage will be paid by the employee.
- 5) Meal costs will be reimbursed by the Town when they are supported by receipts. Even with receipts, the maximum allowed per day is \$51 per day in total.

- 6) Meal costs without receipts to verify them will be reimbursed but limited to the following amounts:
 - a. Breakfast \$10
 - b. Lunch \$15
 - c. Supper \$20
- 7) Time spent traveling to / from the course / seminar is considered time worked and will be charged to the Town.
- 8) Mileage will be reimbursed based on Canada Revenue Agency's suggested vehicle rates per CRA's website (ie. 2006 rate in Alberta is \$.475 per kilometer and this will be paid for mileage in 2008). This rate will be updated on January 1st of each year based on the CRA's changes.
- 9) Time spent in the course / seminar is considered time worked and is chargeable to the Town.

TOWN OF CLARESHOLM

POLICY

POLICY # 2

EFFECTIVE DATE January 16, 1989

SUBJECT Council Remuneration

DEPARTMENT Legislative

AUTHORITY Bylaw #1455

DATE PASSED May 8, 2006

POLICY:

Council Remuneration Bylaw #1455 "Attached"

GUIDELINES:

1.

C/17

**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW # 1455**

A Bylaw of the Town of Claresholm to provide for fees and expenses to the Mayor and each Councillor for attending meetings and performing duties on behalf of the Town of Claresholm.

WHEREAS The Municipal Government Act, Chapter M-26-1 provides that the Council may provide for the payment of remuneration to the Mayor and members of Council for attending the meetings of the Council and the committees thereof or for assuming or performing any additional duties.

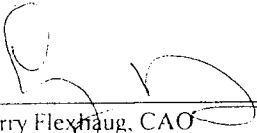
NOW THEREFORE under the authority and subject to the provisions of The Municipal Government Act, the Council of the Town of Claresholm duly assembled hereby enacts:

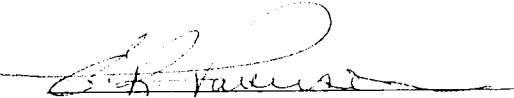
1. That the Mayor be paid a monthly salary of \$160.00 per month.
2. That the Mayor and each Councillor attending the Council Meeting shall be paid \$80.00 for each Council meeting attended.
3. That each Councillor be paid \$95.00 per month as an unvouchered expense account.
4. That the Mayor be paid \$205.00 per month as an unvouchered expense account.
5. That when any member of Council spends one full day on Town business, they shall be paid \$125.00 or \$90.00 for half a day plus vouchered expenses.
 - a) ½ day defined as greater than 4 hours and up to 6 hours
 - b) full day greater than 6 hours.
6. That mileage shall be paid to a member of Council attending meetings outside Claresholm at a rate of \$0.38 per kilometer.
7. That the Mayor or a member of Council shall be allowed \$15.00 per hour for attending to Council business. Each hour to be documented.
8. That the Mayor and each Councillor shall have group life insurance coverage.
9. That the fees and expenses paid to Council members shall be reviewed annually.
10. Bylaw 1408 is hereby amended.
11. This Bylaw shall take effect upon January 1, 2005.

Read a first time in Council this 12th day of October 2004 A.D.

Read a second time in Council this 12th day of October 2004 A.D.

Read a third time in Council and finally passed in Council this 12th day of October 2004 A.D.


Larry Flexhaug, CAO


E. R. Patterson, Mayor

INFORMATION ITEMS

THE RURAL ROUTE TO ACTIVE AGING

The Alberta Centre for Active Living is coming to your community to host an interactive discussion about physical activity and aging in rural Alberta.

WHO SHOULD ATTEND?

- Practitioners, decision makers, community leaders, and anyone 55+
- Anyone who has a role in influencing development and change in their community.

WHAT IS THE PRESENTATION ABOUT?

- Being physically active in rural Alberta
- Key resources for promoting healthy aging, and practical initiatives in Alberta
- How to assess the walkability of your community and create a supportive environment to encourage active, healthy aging.

LOCATION—Claresholm Drop-In Center

5009—2 St. SE, Claresholm, AB

DATE—September 20, 2007

TIME—2:00—3:00 p.m.



Royal Canadian
Mounted Police

Gendarmerie royale
du Canada

SEPT 10 / INFO. ITEM

Security Classification/Designation
Classification/désignation sécuritaire

Town of Claresholm
Attn: Mayor Rob Steel
Police Liaison Doug MacPherson

Your File - Votre référence

Our File - Notre référence

Claresholm RCMP Detachment
Box 1209
Claresholm, Alberta
T0L 0T0

Date

August 16th, 2007

**Re: Monthly Policing Report
July 2007.**

1. Claresholm Detachment dealt with 311 occurrences in the month of July. This is up from the month of June. The increase can be attributed to the greater volume of traffic related complaints, many of which come from the # 2 Highway. Not surprising, given the season and greater numbers of travelers in the summer months.
2. The detachment is still attempting to find a solution to the petty vandalism issue. Again, in many cases we have identified the suspects and generally speaking it involves a small core group of irresponsible youth who have been previously charged with the same type of offenses. Sadly, this past month there were two traffic related fatalities investigated by the detachment. One was near Stavely, and the other in the town of Claresholm.
3. Claresholm Detachment will be receiving a cadet from Depot next month. His name is Shawn Wells, who is originally from Newfoundland. He is excited to start his career as a member of the RCMP and to be coming to Claresholm.
4. Should you have any questions please give me a call. Attached is the statistical data regarding the detachments calls for service for the month of July.

Yours truly,

Robin Alexander Sgt
NCO i/c Claresholm RCMP Detachment
(403) 625-4445

Occurrence Stats (All Violations)

Special Unit: k2174

All codes

Mayor's Report
From 2007/07/01 to 2007/07/31

Violation group - Traffic offences - Impaired Operation/Related Offences: Motor Vehicle/	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
9230 0010 Impaired Operation of Motor Vehicle	5	0	5	3	0	60.0%
9230 0015 Impaired Operation of Motor Vehicle over 80mg.	1	0	1	1	0	100.0%
9240 0010 Fail or Refuse to Provide Breath Sample	1	0	1	1	0	100.0%
	7	0	7	5	0	71.4%

Violation group - Traffic Offences - Traffic Accidents	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
9930 0010 Traffic Collision(s) - Fatal	2	0	2	1	0	50.0%
9930 0020 Traffic Collision(s) - Non - Fatal Injury	1	0	1	0	2	200.0%
9930 0030 Traffic Collision(s) - Property Damage - Reportable	25	0	25	4	19	92.0%
9930 0040 Traffic Collision(s) - Property Damage - Non - Reportab...	2	0	2	0	2	100.0%
	30	0	30	5	23	93.3%

Violation group - Traffic Offences - Provincial Traffic Offences	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
9510 0010 Fail to Stop or Remain at Accident Scene (Provincial/Te...	2	0	2	1	0	50.0%
9530 0010 Driving While Disqualified or License Suspension (Provi...	1	0	1	1	0	100.0%
9900 0010 Non-Moving Traffic - Occupant Restraint/Seatbelt Violat...	1	0	1	1	0	100.0%
9900 0020 Moving Traffic - Intersection Related Violations - Prov...	3	0	3	2	0	66.7%
9900 0030 Moving Traffic - Speeding Violations - Provincial/Terri...	13	0	13	12	1	100.0%
9900 0040 Other Moving Traffic Violations - Provincial/Territoria...	48	4	44	14	14	63.6%
9900 0060 Parking Offences (Provincial/Territorial)	1	0	1	0	0	0.0%
9900 0070 Other Non-Moving Traffic - Provincial/Territorial	8	0	8	4	3	87.5%
9910 0010 Roadside Suspensions - alcohol related - No grounds to ...	6	0	6	3	3	100.0%
9910 0030 Drivers Licence Suspensions - By Police	2	0	2	2	0	100.0%
9950 0010 Municipal Bylaws - Traffic	1	0	1	0	1	100.0%
	86	4	82	40	22	75.6%

Violation group - Traffic Offences - Other Criminal Code Traffic Offences	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
9310 0030 Failure to stop or remain - property damaged	2	0	2	0	0	0.0%
	2	0	2	0	0	0.0%

Violation group - Provincial Statutes {except traffic}	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
7100 0012 Liquor Act (Provincial/Territorial) - Offences Only	14	0	14	12	1	92.9%
7300 0070 Intoxicated Persons Detention Act - Offences Only	3	0	3	1	1	66.7%
7300 0080 Litter Act - Offences Only	1	0	1	0	1	100.0%
7300 0900 Other Provincial/Territorial Statutes (not otherwise sp...	1	0	1	0	1	100.0%
8840 0281 Liquor Act (Provincial/Territorial) - Other Activities	4	0	4	0	4	100.0%

Occurrence Stats (All Violations)

Special Unit: k2174
All codes

Mayor's Report
From 2007/07/01 to 2007/07/31

Violation group - Provincial Statutes {except traffic}				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8840 0297 Coroner's Act - Sudden Death	3	0	3	0	2	66.7%
8840 0306 Family Relations Act - Other Activities	3	0	3	0	3	100.0%
8840 0311 Fire Prevention Act - Other Activities	1	0	1	0	0	0.0%
8840 0321 Intoxicated Persons Detention Act - Other Activities	1	0	1	0	1	100.0%
8840 0336 Mental Health Act - Other Activities	6	0	6	0	6	100.0%
8840 0341 911 Act - Other Activities	14	1	13	0	14	107.7%
8840 0356 Provincial/Territorial Wildlife Act - Other Activities	1	0	1	0	1	100.0%
8840 0381 Other Provincial/Territorial Statutes (not otherwise sp...	1	0	1	0	0	0.0%
	53	1	52	13	35	92.3%

Violation group - Provincial Statues - Municipal By-laws				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9955 0010 Municipal Bylaws - Other	8	0	8	0	6	75.0%
	8	0	8	0	6	75.0%

Violation group - Other Criminal Code - Other Criminal Code				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
3410 0030 Breach of recognizance - other	1	0	1	1	0	100.0%
3470 0010 Resists/obstructs peace officer	1	0	1	1	0	100.0%
3470 0040 Resists or obstructs lawful execution process	1	0	1	1	0	100.0%
3520 0010 Fail to comply probation order	4	0	4	5	1	150.0%
3530 0020 Harassing phone calls	1	0	1	0	0	0.0%
3770 0010 Uttering Threats Against Property or an Animal	1	1	0	0	0	0.0%
8550 0140 Breach of Peace	2	0	2	0	2	100.0%
	11	1	10	8	3	110.0%

Violation group - National Survey Codes				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8999 3062 Alcohol Abuse / Use Involved	11	0	11	2	10	109.1%
8999 3063 Drug Abuse / Use other than alcohol involved	4	0	4	0	4	100.0%
	15	0	15	2	14	106.7%

Violation group - I&P - Immigration and I&P - Refugee Protection Act(IRPA)				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8550 0070 Items Lost/Found - passports	0	0	0	0	1	0.0%
	0	0	0	0	1	0.0%

Violation group - FES - Other FES Statutes				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
6450 0010 Youth Criminal Justice Act - Offences Only	2	0	2	2	0	100.0%

Occurrence Stats (All Violations)

Special Unit: k2174

All codes

Mayor's Report
From 2007/07/01 to 2007/07/31

Violation group - FES - Other FES Statutes				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8840 0171 Family Orders & Agreements Enforcement Assistance Act -...	0	0	0	0	1	0.0%
	2	0	2	2	1	150.0%
Violation group - Drug Enforcement - Possession				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
4120 0010 Possession of Schedule I: Cocaine	1	0	1	1	0	100.0%
4130 0020 Possession Schedule III: Drugs	1	0	1	1	0	100.0%
4140 0020 Possession Schedule II: Cannabis Resin more than 1 gram	1	0	1	0	0	0.0%
4140 0050 Possession Schedule VIII Cannabis Marihuana - 30 grams ...	2	0	2	2	0	100.0%
	5	0	5	4	0	80.0%
Violation group - Crimes Against the Person - Sexual Offences				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
1340 0010 Sexual Interference	0	0	0	0	1	0.0%
	0	0	0	0	1	0.0%
Violation group - Crimes Against the Person - Offences Related to Death				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
1630 0030 Abandon Child	1	1	0	0	0	0.0%
	1	1	0	0	0	0.0%
Violation group - Crimes Against the Person - Assaults {excluding sexual assaults}				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
1420 0010 Assault With Weapon or Causing Bodily Harm	1	1	0	0	0	0.0%
1430 0010 Assault	5	3	2	1	3	200.0%
1460 0010 Assault on police officer	1	0	1	1	0	100.0%
	7	4	3	2	3	166.7%
Violation group - Crimes Against Property - Theft under \$5000.00				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2140 0011 Other theft under \$5000 334(b) CC	5	1	4	0	0	0.0%
2141 0031 Theft of motorcycle under or equal to \$5000 334(b) CC	1	0	1	0	0	0.0%
2141 0041 Theft of other motor vehicle under or equal to \$5000 33...	1	0	1	0	0	0.0%
2141 0091 Taking of motor vehicle/vessel under or equal to \$5000 ...	1	1	0	0	0	0.0%
2142 0011 Theft under or equal to \$5000 From a motor vehicle 334(...	1	0	1	0	0	0.0%
	9	2	7	0	0	0.0%
Violation group - Crimes Against Property - Theft over \$5000.00				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2130 0005 Other theft over \$5000 334(a)	2	0	2	0	0	0.0%

Occurrence Stats (All Violations)

Special Unit: k2174

All codes

Mayor's Report
From 2007/07/01 to 2007/07/31

Violation group - Crimes Against Property - Theft over \$5000.00				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2131 0091 Taking Motor Vehicle/Vessel over \$5000 without consent ...	1	0	1	0	0	0.0%
	3	0	3	0	0	0.0%
Violation group - Crimes Against Property - Possession of Stolen Goods				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2150 0010 Possession of property obtained by crime less than or e...	1	0	1	0	0	0.0%
2150 0020 Possession of property obtained by crime over \$5000	1	0	1	1	0	100.0%
	2	0	2	1	0	50.0%
Violation group - Crimes Against Property - Fraud				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2160 0075 Fraud (money/property/security) less than or equal to \$...	0	0	0	0	1	0.0%
	0	0	0	0	1	0.0%
Violation group - Crimes Against Property - Break and Enter				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2120 0010 Break and Enter - Business	3	1	2	0	0	0.0%
2120 0020 Break and Enter - Residence	2	2	0	0	0	0.0%
	5	3	2	0	0	0.0%
Violation group - Crimes Against Property - Arson (excluding offences related to death)				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2110 0020 Arson - own property	1	1	0	0	0	0.0%
	1	1	0	0	0	0.0%
Violation group - Common Police Activities - Related Police Activities				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8550 0010 Index Checks	1	0	1	0	32	3200.0%
8550 0030 Suspicious Person/ Vehicle/ Property	13	0	13	0	11	84.6%
8550 0040 Animal Calls	4	0	4	0	3	75.0%
8550 0050 False Alarms	15	0	15	0	15	100.0%
8550 0060 Items Lost/Found - except passports	7	0	7	0	7	100.0%
	40	0	40	0	68	170.0%
Violation group - Common Police Activities - Information Files				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8535 0010 Information Files	0	0	0	0	1	0.0%
	0	0	0	0	1	0.0%

Occurrence Stats (All Violations)

Special Unit: k2174
All codes

Mayor's Report
From 2007/07/01 to 2007/07/31

Violation group - Common Police Activities - Assistance to General Public	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
8545 0130 Assistance to General Public	1	0	1	0	1	100.0%
8550 0090 Property Check	1	0	1	0	1	100.0%
	2	0	2	0	2	100.0%

Violation group - Common Police Activities - Assistance Files	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
8545 0020 Assistance to Canadian Provincial/Territorial Dept/Agen...	1	0	1	0	1	100.0%
8545 0040 Assistance to Canadian Police (non-RCMP) Agency	1	0	1	0	0	0.0%
	2	0	2	0	1	50.0%

Violation group - Crimes against property - Mischief (excluding offences related to death)	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
2174 0010 Mischief to, and or Obstruct enjoyment of property equa...	20	0	20	1	9	50.0%
	20	0	20	1	9	50.0%

Totals	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
	311	17	294	83	191	93.2%

To Mayor/Reeve and Council

MINUTES - 2 (2007)

**OLDMAN RIVER REGIONAL SERVICES COMMISSION
ANNUAL GENERAL BOARD OF DIRECTORS' MEETING**

Thursday, June 7, 2007 – 5:30 - 5:55 p.m.

Castle Mountain Day Lodge – Castle Mountain Resort

BOARD OF DIRECTORS:

Bill Graff (absent) Village of Arrowwood
Del Bodnarek (absent) Village of Barnwell
Alf Olsen Village of Barons
Debi Charlesworth Cardston County
Glen Jones Town of Cardston
Norman Baum Village of Carmangay
Richard Ellis (absent) Village of Champion
Doug MacPherson (absent) .. Town of Claresholm
Vic Mensch (absent) Town of Coaldale
Ed Knox (absent) Town of Coalhurst
Erwin Thiessen Village of Coutts
Paul Bruder (absent) Village of Cowley
Nestor Chorney Mun. Crowsnest Pass
Gary Taje Mun. Crowsnest Pass
G. Wolstenholme Town of Fort Macleod
Andrew Weerstra (absent) Town of Granum
Kim Schnoor (absent) Village of Hill Spring
Eugene Wauters County of Lethbridge
Brad Koch (absent) Village of Lomond

Russ Barnett Town of Magrath
Terry Michaelis Town of Milk River
Ken Vooyo Village of Milo
Dick Fenton Town of Nanton
Paul Goldade Village of Nobleford
Hank Hurkens Town of Picture Butte
Rod Zielinski (absent) M.D. of Pincher Creek
Bill Bradshaw Town Pincher Creek
Ronald Davis M.D. of Ranchland
Jim Steed (absent) Town of Raymond
Barry Johnson Town of Stavely
Warren Kennedy (absent) Village of Stirling
Cecil Wiest (absent) M.D. of Taber
Lois Maloney (absent) Town of Vauxhall
Derrick Annable (absent) Vulcan County
Del Olsen (absent) Town of Vulcan
Grant Nelson (absent) County of Warner
Dennis Lagler (absent) Village of Warner
Brian Dahl M.D. of Willow Creek

VISITOR:

Chris Vermeeren County of Newell

STAFF:

Lenze Kuiper Director
Mike Burla Senior Planner
Steve Harty Planner
Diane Horvath Planner
Bonnie Brunner Planner
Gavin Scott Planner
Lisa Hungerford Assistant Planner

Tanya Montague Assistant Planner
Cal Kembel Senior Graphics Technologist
Mladen Kristic Graphics Technologist
Steven Ellert GIS Technologist
Jaime Thomas GIS Analyst
Sherry Johnson Bookkeeper
Barb Johnson Executive Secretary

AGENDA:

1. **Approval of Agenda** – June 7, 2007
2. **Approval of Minutes** – March 1, 2007 (attachment)
3. **Business Arising from the Minutes**
4. **Reports**
 - (a) **Executive Committee Report** (attachment)

5. Business

- (a) Draft ORRSC Annual Report 2006..... (attachment)
- (b) GST Voluntary Disclosure (attachment)
- (c) Allocations to Reserve Funds.....
- (d) Provincial Land Use Policy Framework.....

6. Accounts

7. Adjournment – September 6, 2007

BUS TOUR – Castle Mountain Resort

Members boarded the bus in Lethbridge (2:00 p.m.), Fort Macleod (2:45 p.m.) and Pincher Creek (3:30 p.m.), arriving at Castle Mountain Resort at approximately 4:15 p.m. Once there, members were divided into two groups for a very interesting and informative walking tour of the resort which outlined the history and phases of the development.

Castle Mountain Resort is located just east of the continental divide in the Westcastle Valley of southwest Alberta in the Rocky Mountains, approximately 35 km west of the Town of Pincher Creek. It is a regional ski facility that has been operating in southwestern Alberta since 1966. The resort is currently owned and operated by a group of 150 stakeholders with a vested interest in maintaining a regional ski area in southern Alberta. The shareholders strive to:

- provide a top-quality product that meets the needs of a competitive ski market;
- provide a balanced level of difficulty so that the resort meets the needs of diverse skier abilities;
- develop appropriate infrastructure to allow the resort to balance skier visits throughout the week.

Chair Eugene Wauters called the meeting to order at 5:30 p.m.

1. APPROVAL OF AGENDA

Moved by: Norman Baum

THAT the Board of Directors approves the agenda of June 7, 2007, as presented.

CARRIED

2. APPROVAL OF MINUTES

Moved by: Glen Jones

THAT the Board of Directors approves the minutes of March 1, 2007, as presented.

CARRIED

3. BUSINESS ARISING FROM THE MINUTES

- None.

4. REPORTS

(a) Executive Committee Report

Moved by: Terry Michaelis

THAT the Board of Directors accepts the Executive Committee Report for the meetings of March 8, April 12 and May 10, 2007, as information. **CARRIED**

5. BUSINESS

(a) Draft ORRSC Annual Report 2006

- The Draft Annual Report is included in the agenda, however, the financial statements are not yet available. These will not be released by BDO Dunwoody until a GST ruling is received from Canada Revenue Agency [see 5(b) below].

(b) GST Voluntary Disclosure

- When the Oldman River Intermunicipal Service Agency (ORISA) was established in 1996, Canada Revenue Agency (CRA) ruled the organization to be GST exempt. A new GST ruling has not been obtained since the organization became a regional services commission in October 2003.
- Our auditors have identified three areas where there are possible GST issues: service fees, subdivision fees, and membership fees. If ORRSC is found to be subject to GST in any or all of these areas, the cost to the Commission could be very substantial. Therefore, BDO Dunwoody will not give a clear audit report until the GST issue is resolved.
- As directed by the Executive Committee, BDO Dunwoody has begun the voluntary disclosure process to obtain a ruling from CRA on the Commission's GST status. Once received, the financial statements will be released and ratified by the Board of Directors.
- Alberta Municipal Affairs and Housing has granted an extension until August 31, 2007 for receipt of the 2006 Annual Report and Financial Statements.

(c) Allocations to Reserve Funds

- Excess revenues over expenditures for 2006 is approximately \$191,000 which will be allocated to various reserve funds. Tentative amounts to be allocated are as follows:

Building	-	\$80,000
Computer	-	25,000
Vehicle	-	20,000
Photocopier	-	5,000
Operating	-	60,000
Telephone	-	<u>1,000</u>
		\$191,000

- Another option would be to pay down the office mortgage. The Executive Committee will make a final decision on reserve allocations at their June 14, 2007 meeting.

(d) Provincial Land Use Policy Framework

- The Government of Alberta is in the process of developing a Land-use Framework to address a wide range of land management issues. Premier Stelmach has identified completion of the framework as one of the government's priorities under managing growth pressures. Public information and input sessions were held in 15 locations across Alberta May 14 to 31, 2007. Updates on the results of the public phase of developing the framework will be posted on the Reports section of the following website in the near future: www.landuse.gov.ab.ca
- Four stakeholder working groups will develop detailed options for strategies and actions for the government to consider in development of the Land-use Framework. The working groups are expected to complete their work in October 2007.

Moved by: Dick Fenton

THAT items 5(a) through (d) be accepted, as information.

CARRIED

6. ACCOUNTS

- The unaudited financial statements for 2007 are not yet available [see 5(b)].

7. ADJOURNMENT

- As this is the last Annual General Meeting and Bus Tour for Eugene Wauters as Chair of ORRSC, he expressed appreciation for the opportunity he has had to be involved in municipal planning for the past 15 years and for his association with the Executive, Board of Directors and staff.

Moved by: Erwin Thiessen

THAT we adjourn the Annual General Board of Directors' Meeting of the Oldman River Regional Services Commission at 5:55 p.m. until Thursday, September 6, 2007.

CARRIED

/bj

CHAIR: _____