



TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
NOVEMBER 10, 2008
AGENDA

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

- AGENDA: ADOPTION OF AGENDA
- MINUTES: REGULAR MEETING MINUTES OCTOBER 27, 2008
- DELEGATIONS: MONTY ANDERSON
RE: Land adjacent to the old landfill
- ACTION ITEMS:
1. DELEGATION RESPONSE: CLARESHOLM FLYING FRATERNITY
RE: Mike Koevort's prop repair bill
 2. CORRES: MPE ENGINEERING LTD.
RE: PALL Membrane Filtration Change Order
 3. HYDRANT USE AGREEMENT WITH THE MD OF WILLOW CREEK
RE: Review and discussion
 4. WATER CONVEYANCE AGREEMENT WITH MD OF WILLOW CREEK
RE: Review and discussion
 5. WATER CONVEYANCE & SUPPLY AGREEMENT WITH MD OF WILLOW CREEK AND TOWN OF GRANUM
RE: Review and discussion
 6. CORRES: ALBERTA TRANSPORTATION
RE: Alberta Municipal Water/Wastewater Partnership
 7. CORRES: ALBERTA HEALTH SERVICES
RE: Community AED (Automated External Defibrillators)
 8. CORRES: TOWN OF FORT MACLEOD
RE: 27th Annual Santa Claus Parade
 9. CORRES: ALBERTA CENTRE FOR INJURY CONTROL & RESEARCH
RE: Seniors' Falls Prevention Month
 10. CORRES: REGION 3 FAMILY BASED CARE SOCIETY
RE: Family Violence Prevention Month
 11. CORRES: YOUNG PARKYN McNAB LLP
RE: Municipal accounting & audit information seminar
 12. CORRES: COMMUNITIES IN BLOOM CLARESHOLM COMMITTEE
RE: "Claresholm Welcomes You" signs
 13. CORRES: DEE JAY HARDWARE LTD.
RE: Offer to Purchase
 14. CLARESHOLM MUSEUM BOARD APPLICATIONS
 15. CAO'S REPORT TO TOWN COUNCIL
RE: 2009-2011 Capital Budget
 16. ADOPTION OF INFORMATION ITEMS

INFORMATION ITEMS:

1. Subdivision Authority Minutes – October 27, 2008
2. Municipal Planning Commission Minutes – October 27, 2008
3. Porcupine Hills Lodge Board Meeting Minutes – September 2, 2008
4. Porcupine Hills Lodge Board Meeting Minutes – October 15, 2008
5. EDO Tourism Working Group – October 6, 2008
6. Alberta Southwest Regional Alliance Board Meeting Minutes – September 25, 2008
7. Claresholm & District FCSS Board Meeting Minutes – September 18, 2008
8. Claresholm Elementary School Principal's Update – October 27, 2008
9. Claresholm Elementary News – November 2008
10. Claresholm & District Chamber of Commerce Minutes – September 16, 2008
11. AUMA Member Notices – November 5, 2008
12. AAMDC Contact – October 31, 2008

ADJOURNMENT:



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING MINUTES
OCTOBER 27, 2008**

PRESENT: Mayor Rob Steel, Councillors: Shirley Isaacson, Don Leonard, Doug MacPherson, David Moore, Connie Quayle and Daryl Sutter; Chief Administrative Officer: Kris Holbeck; Secretary-Treasurer: Karine Wilhauk

ABSENT: None

AGENDA: Moved by Councillor Quayle that the Agenda be accepted as presented.

MINUTES: **CARRIED**
REGULAR MEETING – OCTOBER 14, 2008
Moved by Councillor Moore that the Regular Meeting Minutes of October 14, 2008 be accepted as presented.

FINANCES: **CARRIED**
SEPTEMBER 2008 BANK STATEMENT
Moved by Councillor MacPherson to approve the September 2008 bank statement as presented.

DELEGATIONS: **CARRIED**
1. CLARESHOLM & DISTRICT FCSS – Director Debbie Goeseels
RE: Community Housing Assessment

Debbie Goeseels from Claresholm & District FCSS and Glenda Wall from the Prairie Winds Clubhouse spoke about the need in Claresholm for a community housing assessment. Housing is a growing issue and in order to know what is needed, it's important to see where we're at. Plus, we need to know how to go forward and what planning should take place.

2. CLARESHOLM FLYING FRATERNITY – Mike Koevort
RE: Safety issues, etc, at the Claresholm Industrial Airport

Mike Koevort spoke to Council about the condition of the runways and the ramps to the hangars at the Claresholm Industrial Airport. The potholes around the hangars are so large that the airplanes' props are hitting the ground. For Claresholm's future, it's important that we have a decent airport, especially for citizens of the future and drawing new people.

Fish and Game and other groups have been using the old decommissioned east-west runway for training purposes and leaving pylons and such behind. They are crossing runways that are in use, and Mr. Koevort is concerned that they are using up space that could be used in case of an emergency landing. Mr. Koevort is respectfully requesting that the Town reimburse him for the cost of the props that he had to replace on his airplane. Perhaps the asphalt could be picked up, reclaimed and repaved. Also, the floor in the hangar is lower than the outside and this needs to be rectified.

Al MacDonald spoke about how it would be great to take care of what we have and fix it up. Personal time would be committed if that would help in the cause. Perhaps a committee could be formed between the Town, the MD of Willow Creek and those pilots that use the airport in order to make plans for the future. They would desperately like more lots at the airport.

ACTION ITEMS:

1. BYLAW #1519 – UTILITIES PENALTIES
RE: All Readings

Moved by Councillor Moore to give Bylaw #1519, a Bylaw regarding utilities penalties, 1st reading.

CARRIED

Moved by Councillor MacPherson to give Bylaw #1519, a Bylaw regarding utilities penalties, 2nd reading.

CARRIED

Moved by Councillor Leonard to give unanimous consent to give Bylaw #1519, a Bylaw regarding utilities penalties, 3rd and final reading at this

meeting.

CARRIED

Moved by Councillor Isaacson to give Bylaw #1519, a Bylaw regarding utilities penalties, 3rd and final reading.

CARRIED

2. AUMA'S MUNICIPAL WATER CONSERVATION WORKSHOP

Received for information.

3. CORRES: SOUTHGROW REGIONAL INITIATIVE

RE: 2nd Annual "Celebration of Creating Opportunities" Awards

Received for information.

4. CORRES: COALDALE & DISTRICT CHAMBER OF COMMERCE

RE: 10th Annual Country Christmas Night of Lights!

Received for information.

5. CORRES: PORCUPINE HILLS SENIORS FOUNDATION

RE: Letter of Support

Moved by Councillor Moore to write a letter of support for the Porcupine Hills Seniors Foundation application to the Affordable Living Initiative Grant.

CARRIED

6. CORRES: CLARESHOLM RAIDERS FOOTBALL

RE: Possible Improvements to Football Field and Track

Moved by Councillor Isaacson to support Claresholm Raiders Football with \$350 towards the cost of a consultant for planning for the track at the Willow Creek Composite High School.

Councillor Moore requested a recorded vote.

For: Mayor Rob Steel, Councillors Shirley Isaacson and Daryl Sutter

Against: Councillors: Don Leonard, Doug MacPherson, David Moore and Connie Quayle

DEFEATED

7. CLARESHOLM GOLF CLUB – Councillor Sutter

Received for information.

8. CLARESHOLM HEALTH SERVICES SUSTAINABILITY COMMITTEE

RE: Proposed Operating Budget 2009

Moved by Councillor Leonard to support a \$30,000 budget for 2009 towards the Claresholm Health Services Sustainability Committee.

CARRIED

9. ALTERNATIVE FUNDING PROPOSAL – Mayor Steel

RE: MSI Conditional Operating Funding

Moved by Councillor Leonard to accept the MSI Conditional Operating Funding proposal for 2008 as presented.

CARRIED

10. CORRES: EMERCOR LTD.

RE: Revised Purchase Agreement

Councillor MacPherson declared a conflict of interest and left the meeting at 8:15pm.

Moved by Councillor Isaacson to accept the revised purchase agreement dated October 15, 2008 by Emercor Ltd. as presented.

CARRIED

Councillor MacPherson rejoined the meeting at 8:17pm.

11. TOWN OWNED PORTION OF FORMER CPR RIGHT-OF-WAY

Moved by Councillor Sutter to start the process of a redevelopment plan for the area that includes the town owned portion of the former CPR right-of-way as recommended by the development department.

Councillor Sutter requested a recorded vote.

For: Mayor Rob Steel, Councillors: Shirley Isaacson and Daryl Sutter
Against: Councillors: Don Leonard, Doug MacPherson, David Moore and Connie Quayle

DEFEATED

Moved by Councillor Leonard for administration to contact Gavin Scott from ORRSC and Development Officer Jeff Gibeau to make a presentation to Council as to what they see for the future development of the CPR right-of-way and the adjacent lands.

CARRIED

12. CORRES: ROY & DOREEN SLETTEDE

Moved by Councillor Moore to postpone a decision on the offer to purchase by Roy and Doreen Slettede.

CARRIED

13. NEW RESIDENTIAL DEVELOPMENT WITHIN THE TOWN

Received for information.

14. ADOPTION OF INFORMATION ITEMS

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

CARRIED

ADJOURNMENT: Moved by Councillor Leonard that this meeting adjourn.

CARRIED

MAYOR – ROB STEEL

SECRETARY-TREASURER – KARINE WILHAUK

ACTION ITEMS

30 September 2008

Town of Claresholm

This is with regard to damage to propeller on my airplane which is being stored at the Town's hangers.

In the latter part of August, I was taxiing my plane from the hanger to the runway when my front wheel went into one of many potholes and breaking blacktop, resulting in the propeller blade hitting the hard surface causing extensive damage. This surface also causes stone damage to very expensive propellers. The standard and care of the aprons is appalling.

My cost to replace this propeller, was \$625.00 not including labour to remove the old propeller and install the new one. (Attached copy of invoice). On certified aircraft this would most certainly cost in excess of \$20,000 to remove the engine to have the crankshaft magna fluxed and a new metal propeller.

I am asking the town for reimbursement of the cost of this propeller.

Mike Koevort
Box 278
Claresholm
403 625 4952

Ivoprop Corp.

PMB#330 15903 Lakewood Blvd. #103 Bellflower, CA 90706 Tel. (562) 602-1451 Fax. (562) 602-1374

KOEVRT, MIKE
245 E. 53RD AVE.
CLARESHOLM
ALBERTA T0L0T0
CANADA
403 625 4952
mkoevort@telusplanet.net 4378

KOEVRT, MIKE
245 E. 53RD AVE.
CLARESHOLM
ALBERTA T0L0T0
CANADA
403 625 4952
mkoevort@telusplanet.net 4378

8/27/2008 9/3/2008 UPS 2ND-DAY AIR MAIL MC 2636 ON FILE 24508

1 MR258///// 480.00 480.00
B/O

S.B.4 K E 12 BOLT INSTR

AIRCRAFT PROPELLER
MADE IN THE USA
VALUE \$480.00 USD
NAFTA

SUBTOTAL	480.00
LESS %	0.00
TAX %	0.00
SHIPPING	145.00
TOTAL	625.00

Thank You for your order.



Visit us at www.ivoprop.com



e-mail ivoprop@pacbell.net

Suite 300, 714 5 Avenue South
Lethbridge, AB T1J 0V1
Phone: 403-329-3442
1-866-329-3442
Fax: 403-329-9354



Town of Claresholm
221-45 Avenue West
Claresholm, AB
T0L 0T0

October 31st, 2008
File: N:\1466\004\00\L34

Attention: Kris Holbeck
Chief Administrative Officer

Dear Ms. Holbeck:

**RE: Water Treatment Plant Upgrade
PALL Membrane Filtration Change Order**

The attached "*Request for Change Order Approval*" has been submitted by PALL in the amount of **\$2,896.00** not including GST and is ready for execution. This change order reflects the addition of equipment to allow for the neutralization of membrane cleaning chemicals to the PALL scope of supply. The system was not included in the original proposal provided by PALL and was deemed necessary during the design meetings by Alberta Environment.

Please execute appropriate section on "*Request for Change Order Approval*" document and forward to:

Doug Clark, Project Manager
Pall Advanced Separation Systems
839 NYS Route 13
Cortland, NY, USA 13045

I have also included a covering letter for the document that includes all personnel that are to be copied. Should you have any questions or concerns, please contact me at (403) 317-3631.

Yours truly,

MPE ENGINEERING LTD.

A handwritten signature in black ink, appearing to read "M. Jason Stusick".

M. Jason Stusick, P. Eng.
Project Manager

JS:mw
Enclosure



REQUEST FOR CHANGE ORDER APPROVAL

Project Name: Claresholm		Project WBS: 01.00104	SO#: 4270
Date: 8/5/08 Resent 10/30/08	Total Price	<input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease <input type="checkbox"/> No Change	Value \$2,896
Initiated By: MPE	Initiator: A. Brandenburg	Reference Documents: • Meeting minutes 6/12/08	

Change Order Description: (See Referenced Documents Also) MPE has requested to incorporate a Sodium Bi-Sulphate (SB) system to be moved into Pall's scope of supply. The following reflects a cost breakdown of components and labor. All costs are in Canadian dollars.

Materials:

- SB transfer pump - 12998\$323
- SB Strainer - 24410\$125
- 3 way ball valve in acid line - 22561\$388
- Diaphragm valve in caustic line - 24985\$689
- (3) of ½" diaphragm valve in SB line - 24974\$76
- (2) of ¾" diaphragm valve in SB line - 24972\$92

Labor:

- 10 hours Eng'g labor\$1,203

Total increase to contract price..... \$2,896

Does this Change Order Affect Delivery Schedule? Yes No

Description of Change to Delivery Schedule:

To be completed by the customer representative (Buyer)

Name:	Title:
Address:	Phone:
<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved
Comments:	

To be completed by the Pall Corporation Representative (Seller)

Title: Project Manager	Name: Al Brandenburg	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Signature Al Brandenburg
Comments:			
Title: Process Engineer	Name Ben Johnston	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	Signature Ben Johnston
Comments:			

DRAFT SAMPLE LETTER

October 31st, 2008

Pall Advanced Separation Systems
839 NYS Route 13
Cortland, NY, USA
13045

Attention: Mr. Doug Clark
Project Manager

Dear Mr. Clark:

**Re: Town of Claresholm
Membrane Filtration System Supply Contract
Proejct WBS: 01.00104
SO#: 4270**

I am writing to inform you that the Change Order for the addition of equipment to allow for CIP chemicals to be neutralized in the amount of **\$2,896.00** has been approved. The *Request for Change Order Approval* document provided by PALL Inc. has been executed and is attached to this letter.

If you have any questions or concerns regarding this matter, please contact the undersigned at your convenience.

Yours truly,

Kris Holbeck, CA
Chief Administrative Officer
Town of Claresholm

Enclosure

Cc (w/ Enclosure):

Mike Yakemchuk
Alberta Infrastructure & Transportation
Transportation and Civil Engineering
Division
Municipal Programs Section
2nd Floor, Twin Atria Building
4999 - 98 Avenue
Edmonton AB
T6B 2X3

M. Jason Stusick
MPE Engineering Ltd.
Suite 300, 714 - 5th Ave South
Lethbridge, AB
T1K 3C6

Claresholm
Copy

THIS AGREEMENT made effective the ___ day of _____, 2008

BETWEEN:

Town of Claresholm, a municipal corporation incorporated under the laws of the Province of Alberta (hereinafter referred to as "Claresholm")

OF THE FIRST PART

AND:

Municipal District of Willow Creek #26, a municipal corporation incorporated under the laws of the Province of Alberta (hereinafter referred to as "MD")

OF THE SECOND PART

HYDRANT USE AGREEMENT

WHEREAS the MD desires to enter into an agreement with Claresholm for the placement and use of hydrants in the Municipal District in order to permit the MD to provide water for fire fighting to their residents;

AND WHEREAS Claresholm has agreed to supply a portion of that water it receives from Pine Coulee Reservoir and supplies by pipeline;

AND WHEREAS Claresholm has agreed to build hydrants and supply water to the MD at the Hydrant Placements (see Schedule A);

AND WHEREAS the MD has agreed to utilize the hydrants based on the terms and conditions set out herein;

NOW THEREFORE, in consideration of the promises, mutual terms, covenants and conditions herein, the parties hereto agree as follows:

1 DEFINITIONS

1.1 For purposes of this Agreement, the following words and expressions shall have the meanings herein set forth, unless inconsistent with the subject matter or context:

1.1.1 "Agreement" means this agreement as the same may be amended from time to time and the expressions "herein", "hereof", "hereto", "above", "below" and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the Schedules hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;

1.1.2 "Claresholm & MD Representatives" means the Chief Administrative Officers for the Town of Claresholm and the Municipal District of Willow Creek #26;

- 1.1.3 "Claresholm Pipeline or pipeline" means the water transmission system from the Pine Coulee Reservoir to the South Water Treatment Plant in Claresholm which includes all real and personal property of every kind, nature and description including all pumps, pipelines, valves, appurtenances, pumping stations and metering facilities owned by Claresholm;
- 1.1.4 "Hydrant Placements" means the hydrant placements described in Schedule "A" hereto;
- 1.1.5 "Effective Date" means the date hereof;
- 1.1.6 "Event of Default" means when one party to this Agreement neglects or fails to observe, perform or comply with any of its obligations or covenants pursuant to this Agreement, and:
- 1.1.6.1 such neglect or failure is not cured within thirty (30) days after being required in writing to do so by the other party, or
- 1.1.6.2 if such neglect or failure is not capable of being cured within thirty (30) days as aforesaid but can be cured within a commercially reasonable period of time by a commercially reasonable effort by such party, such party has not commenced to cure such neglect or failure within the said thirty (30) day period and has not continued to effectively and diligently cure such neglect or failure within such commercially reasonable period of time;
- 1.1.7 "Force Majeure" means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure;
- 1.1.8 "Term" means the term of this Agreement commencing on the Effective Date and expiring on December 31, 2034, subject to the provisions for earlier termination contained herein and any renewals or extensions hereof; and

2 PROCEDURES FOR FIRE HYDRANT USE

- 2.1 During the Term and pursuant to the provisions herein:
- 2.1.1 Claresholm will install two (2) fire hydrants in the MD pursuant to this Agreement at the Fire Hydrant Placements (Schedule A);
- 2.1.2 Claresholm owns the fire hydrants and will be responsible for their repairs and maintenance;
- 2.1.3 The fire hydrants will be for **EMERGENCY FIRE USE ONLY**;
- 2.1.4 The fire hydrants can be accessed by the Claresholm fire departments (or their designate) only. Access is to be requested through fire dispatch. Access is allowed 24/7 365 days per year; provided the pipeline is operational and not shut down for repairs or maintenance. The Town will notify the Claresholm fire department of any shutdown.
- 2.1.5 The fire dispatcher will notify the on-call water treatment plant operator before the fire department uses the hydrants. **IF NOTIFICATION TO THE ON CALL OPERATOR CANNOT BE MADE THEN ACCESS TO ANY AND ALL HYDRANTS IS NOT PERMITTED.**

- 2.1.5.1 It is imperative that the on call water treatment plant operator shut down the water treatment plant **PRIOR** to the use of either or both fire hydrants. It is also imperative that when the Town's clear well and/or Highway Pumping Station are low, then the Town's distribution system takes priority over use of these hydrants. This priority will be at the discretion of the Water Plant Operator.
- 2.1.6 When not in use these hydrants will be locked at all times with keys being held by the Town of Claresholm Fire Chief, Water Treatment Plant personnel and the Town Superintendent.
- 2.1.7 The fire hydrants will not be metered.
- 2.1.8 Claresholm does not guarantee a supply of water nor volume and will not be held responsible should said water supply not be available or hydrant not operate properly. The MD utilizes the hydrants at their own risk.

2 TERMINATION

- 3.1 This Agreement may be terminated:
 - 3.1.1 by either party prior to the expiration of the Term immediately upon delivery of written notice to the other party in the event of the occurrence of an Event of Default with respect to the other party.
- 3.2 Termination of this Agreement pursuant to the provisions of this Article 2 shall not limit in any way the recourse to any remedies available to any party at law, equity or otherwise.

4 FORCE MAJEURE

- 4.1 Neither party hereto shall be liable to the other for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from Force Majeure.
- 4.2 Where either party is prevented from carrying out its respective obligations hereunder due to Force Majeure, such party shall, as soon as possible, give notice of the occurrence of such Force Majeure to the other party and of the obligations, the performance of which is thereby delayed or prevented and the party giving the notice shall thereupon be excused from the performance of such obligation for the period of time directly attributable to such prevention or delay.

5 GENERAL

- 5.1 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

 - 5.1.1 personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in subsection (d) below; or

- 5.1.2 by telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
- 5.1.2.1.1 upon transmission with answer back confirmation if received within the normal working hours of the Business Day; or
 - 5.1.2.1.2 at the commencement of the next ensuing Business Day following transmission with answer back confirmation thereof; or
- 5.1.3 by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received three (3) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received;
- 5.1.4 Except as herein otherwise provided. Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or seven (7) days after the same has been mailed in a prepaid envelope by single registered mail to:

Town of Claresholm

Box 1000
Claresholm Alberta , Canada
T0L 0T0
403 625-3381 phone
403 625-3869 fax

Attention: Chief Administrative Officer

Municipal District of Willow Creek #26

Box 550
Claresholm Alberta , Canada
T0L 0T0
403 625-3351 phone
403 625-3886 fax

Attention: Chief Administrative Officer

or to such other address as each party may from time to time direct in writing.

5.2 Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

5.3 Time of Essence

Time shall be of the essence of this Agreement.

5.4 Preamble and Schedules

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" - Hydrant Placements

5.5 Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

5.6 Relationship between Parties

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.

5.7 No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

5.8 Agreement Entire Relationship

This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

5.9 Further Assurances

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

5.10 Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

5.11 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

5.12 Counterparts

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.

5.13 Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

5.14 Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

5.15 Survival

The parties acknowledge and agree that the provisions of this Agreement, which, by their context, are meant to survive the termination or expiry of the Term, shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

5.16 Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

5.17 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

Town of Claresholm

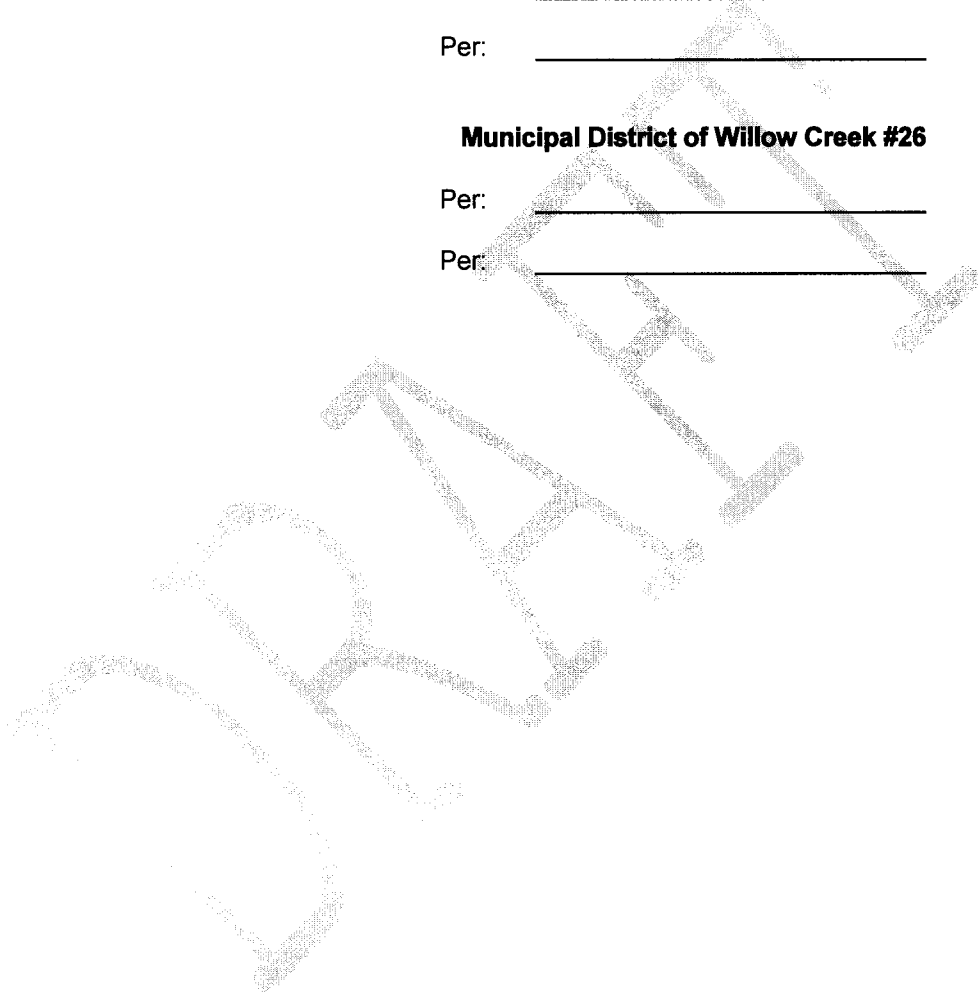
Per: _____

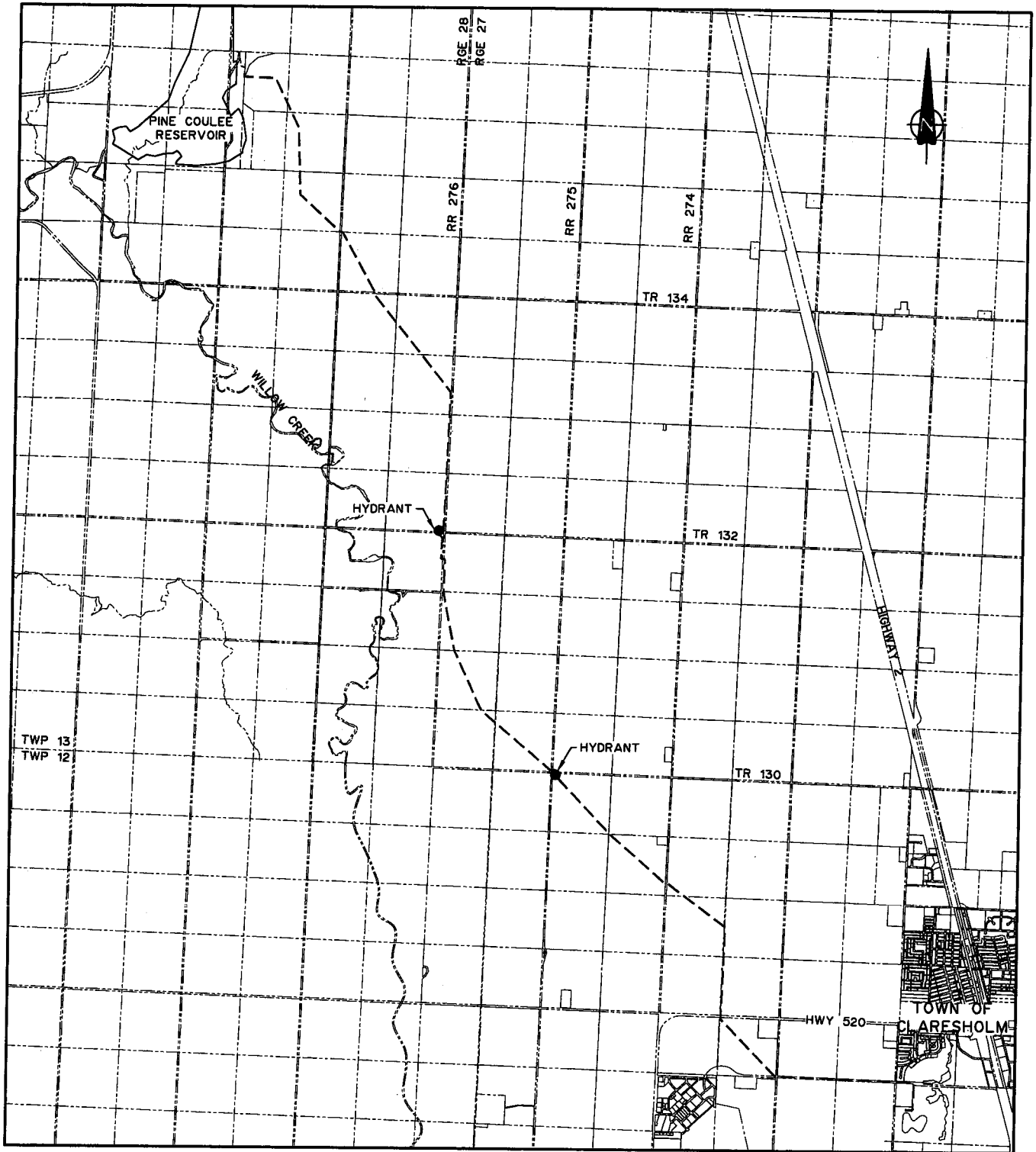
Per: _____

Municipal District of Willow Creek #26

Per: _____

Per: _____





TOWN OF CLARESHOLM
REGIONAL RAW WATER PIPELINE
HYDRANT LOCATIONS



Claresholm
Copy

THIS AGREEMENT made effective the ____ day of _____, 2008

BETWEEN:

Town of Claresholm, a municipal corporation under the Municipal Government Act, R.S.A. 2000 c. M-26, as amended having an office at Box 1000, Claresholm, Alberta T0L 0T0 (hereinafter referred to as "Town")

OF THE FIRST PART

AND:

Municipal District of Willow Creek #26, a municipal corporation under the Municipal Government Act, R.S.A. 2000 c. M-26, as amended having an office at Box 550, Claresholm, Alberta T0L 0T0 (hereinafter referred to as "MD")

OF THE SECOND PART

WATER CONVEYANCE AGREEMENT

WHEREAS the MD desires to enter into a contract with Town for the conveyance of water in order to permit the MD to access to raw, untreated water for their use;

AND WHEREAS Town has agreed to convey water to the MD at the Connection Point (see Schedule A);

AND WHEREAS the MD has agreed to access water on the terms and conditions set out herein (see Schedule B);

NOW THEREFORE, in consideration of the promises, mutual terms, covenants and conditions herein, the parties hereto agree as follows:

1 DEFINITIONS

- 1.1 For purposes of this Agreement, the following words and expressions shall have the meanings herein set forth, unless inconsistent with the subject matter or context:
- 1.2 "Agreement" means this agreement as the same may be amended from time to time and the expressions "herein", "hereof", "hereto", "above", "below" and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the Schedules hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;
- 1.3 "Annual Quantity" means the amount stipulated in Schedule B;
- 1.4 "Effective Date" means the date hereof;

- 1.5 "Event of Default" means when one party to this Agreement neglects or fails to observe, perform or comply with any of its obligations or covenants pursuant to this Agreement, and:
- 1.5.1 Such neglect or failure is not cured within thirty (30) days after being required in writing to do so by the other party, or
- 1.5.2 If such neglect or failure is not capable of being cured within thirty (30) days as aforesaid but can be cured within a commercially reasonable period of time by a commercially reasonable effort by such party, such party has not commenced to cure such neglect or failure within the said thirty (30) day period and has not continued to effectively and diligently cure such neglect or failure within such commercially reasonable period of time;
- 1.6 "Force Majeure" means any act of God, major storms, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure;
- 1.7 "Maximum Daily Quantity" means: the amount stipulated in Schedule B;
- 1.8 "Maximum Rate of Withdrawal" means the rate stipulated in Schedule B;
- 1.9 "Term" means the term of this Agreement commencing on the Effective Date and expiring on December 31, 2034, subject to the provisions for earlier termination contained herein and any renewals or extensions hereof;
- 1.10 "Town & MD Representatives" means the Chief Administrative Officers for the Town of Claresholm and the Municipal District of Willow Creek #26;
- 1.11 "Town Pipeline or pipeline" means the water transmission system from the Pine Coulee Reservoir to the South Treatment Plant in Town which includes all real and personal property of every kind, nature and description including all pumps, pipelines, valves, appurtenances, pumping stations and metering facilities owned by Town;
- 1.12 "Turnout Placement" means the turnout placement described in Schedule "A" hereto;
- 1.13 "USgpm" means United States gallons per minutes; and
- 1.14 "USgal" means United States gallons.

2 SUPPLY AND PURCHASE

- 2.1 During the Term and pursuant to the provisions herein:
- 2.2 The MD (or its licensees) shall obtain a valid Water License from Alberta Environment, of sufficient quantity and flow rate to correspond with the quantity and flow rate identified in Schedule B, prior to accessing water from the pipeline.
- 2.3 Town will meter the water conveyed to MD pursuant to this Agreement at the Connection Point.
- 2.4 The MD shall be entitled to draw water up to the Maximum Daily and annual Quantities per Schedule B, provided it has met the requirements of 2.2.
- 2.5 The MD shall ensure that no expansion or change shall take place which would result in an increase in their water requirements to an amount that exceeds the Maximum Daily or annual

Quantity, except in accordance with the provisions contained herein, or, in the alternative, after discussion with and the agreement in writing of the Town to the proposed expansion or change of water requirements.

- 2.6 All water mains, metering facilities, associated piping, connections to the Town Water System and related equipment installed by the Town shall remain the property of the Town. The MD shall at all times provide Town with unrestricted access to the above-noted equipment, all other components of Town located on the MD or pipeline property from time to time in order that Town may properly perform all of its obligations hereunder.

3 TERMINATION

- 3.1 This Agreement may be terminated:
- (a) By either party prior to the expiration of the Term immediately upon delivery of written notice to the other party in the event of the occurrence of an Event of Default with respect to the other party;
- 3.2 Termination of this Agreement pursuant to the provisions of this Article 3 shall not limit in any way the recourse to any remedies available to any party at law, equity or otherwise.

4 LICENSING

- 4.1 Subject to prior written approval from the Town, which approval shall be subject to receipt and review of the proposed license agreements between the MD and its licensee(s), the MD shall be permitted to license other users to access water from the pipeline.
- 4.2 The user must have a valid Water License from Alberta Environment of sufficient quantity and flow rate to correspond with the quantity and flow rate identified in Schedule B (for the MD) prior to accessing water from the pipeline.
- 4.3 Notwithstanding the foregoing, the MD may grant a license to other users to extract water from the pipeline under the MD's rights to extract water under this Agreement, and subject always to the terms of this Agreement including, without restriction, the obligation to not exceed the Maximum Daily Quantity and the Maximum Daily Rate of Withdrawal.
- 4.4 The MD shall carry comprehensive general liability insurance covering all risks associated with the pipeline, without limitation, insurance for damage to the pipeline, extended coverage, and coverage for public liability with the minimum level of coverage not being less than FIVE MILLION (\$5,000,000.00) DOLLARS for each occurrence.
- 4.5 If as a result of the MD and/or its licensee(s) actions, the pressure in the pipeline is reduced or increased such that the other parties drawing off cannot be serviced properly or if MD and/or its licensee(s) use up all the excess capacity and the Town requires additional capacity for itself, for other users or to add additional services, the Town and the MD shall equally share the capital costs required to design, build, construct, finance, install and operate any additional structures and or equipment required to restore the pressure and/or capacity to a level acceptable by the Town at its sole discretion.
- 4.6 The MD shall carry comprehensive general liability insurance covering all risks associated with the pipeline, without limitation, insurance for damage to the pipeline, extended coverage, and coverage for public liability with the minimum level of coverage not being less than FIVE MILLION (\$5,000,000.00) DOLLARS for each occurrence.

5 APPROVALS

- 5.1 The parties hereto shall be responsible for the acquisition of any and all necessary consents, approvals, licenses, permits, allocations or authorities relating to the execution and performance of the terms of this Agreement.

6 INDEMNITY

- 6.1 The MD shall indemnify and save harmless the Town from and against all claims, damages, suits, dues, actions, liabilities and causes of action, costs, or sums of money for personal injury, death or property damage that may arise against the Town due to the actions of MD, its licensees, contractors, subcontractors, officers, servants, agents, workmen as a result of this Agreement to extract water from the pipeline, including but not limited to all costs incurred by the Town, including but not limited to legal fees (calculated on a full indemnity basis) and disbursements charged to the Town in defending any such claims.

7 FORCE MAJEURE

- 7.1 Neither party hereto shall be liable to the other for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from Force Majeure.
- 7.2 Where either party is prevented from carrying out its respective obligations hereunder due to Force Majeure, such party shall, as soon as possible, give notice of the occurrence of such Force Majeure to the other party and of the obligations, the performance of which is thereby delayed or prevented and the party giving the notice shall thereupon be excused from the performance of such obligation for the period of time directly attributable to such prevention or delay.

8 GENERAL

8.1 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- 8.1.1 Personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in subsection (d) below; or
- 8.1.2 By telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
- 8.1.3 Upon transmission with answer back confirmation if received within the normal working hours of the Business Day; or
- 8.1.4 At the commencement of the next ensuing Business Day following transmission with answer back confirmation thereof; or

- 8.1.5 By mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received three (3) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received;
- 8.1.6 Except as herein otherwise provided. Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or seven (7) days after the same has been mailed in a prepaid envelope by single registered mail to:

Town of Claresholm

Box 1000
Claresholm, Alberta, Canada T0L 0T0
403 625-3381 phone
403 625-3869 fax

Attention: Chief Administrative Officer

Municipal District of Willow Creek #26

Box 550
Claresholm, Alberta T0L 0T0
403 625-3351 phone
403 625-3886 fax

Attention: Chief Administrative Officer

or to such other address as each party may from time to time direct in writing.

8.2 Governing Law

This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

8.3 Time of Essence

Time shall be of the essence of this Agreement.

8.4 Preamble and Schedules

The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" - Connection Point
Schedule "B" - Daily Maximums and Annual Quantities

8.5 Headings

The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

8.6 Relationship between Parties

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.

8.7 No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

8.8 Agreement Entire Relationship

This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

8.9 Further Assurances

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

8.10 Amendments

This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

8.11 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

8.12 Counterparts

This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.

8.13 Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

8.14 Unenforceability

If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

8.15 Survival

The parties acknowledge and agree that the provisions of this Agreement, which, by their context, are meant to survive the termination or expiry of the Term, shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

8.16 Remedies Generally

Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.

8.17 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

Town of Claresholm

Per: _____

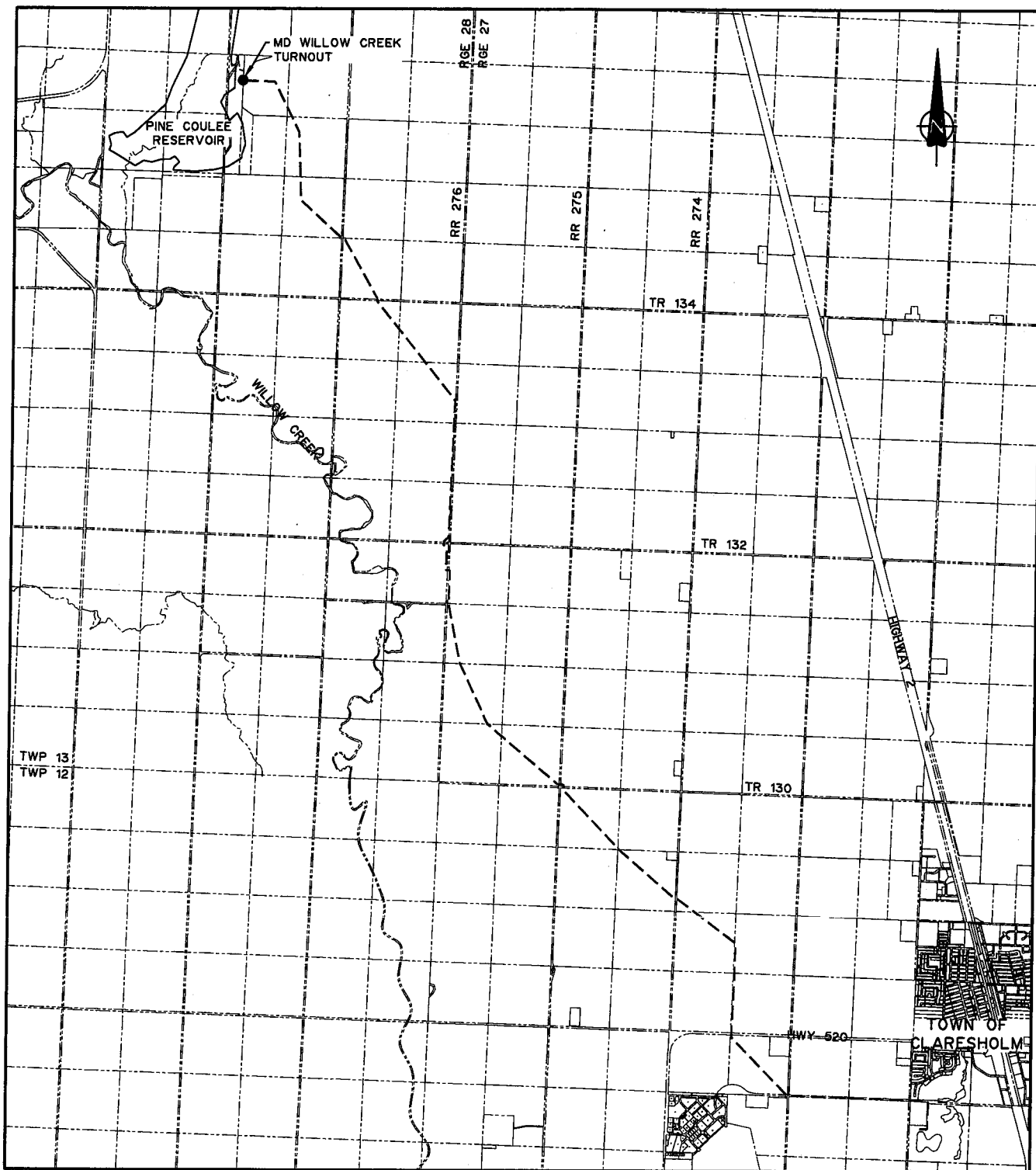
Per: _____

Municipal District of Willow Creek #26

Per: _____

Per: _____

DRAFT



TOWN OF CLARESHOLM
REGIONAL RAW WATER PIPELINE
TURNOUT LOCATION



SCHEDULE "B"

**DAILY QUANTITIES AND ANNUAL MAXIMUM LIMITS
AND
WATER ALLOCATIONS & LICENSES
FOR THE MUNICIPAL DISTRICT OF WILLOW CREEK #26**

TURNOUT CAPACITY FOR THE MD OF WILLOW CREEK #26:

PIPELINE LENGTH (KM)	18.8
RURAL CAPACITY (5 USGPM/KM)	94
<u>ASSIGNED CAPACITY (USGPM/KM)</u>	<u>84</u>
BALANCE AVAILABLE TO MD	10

WATER ALLOCATION AND LICENSES ARE ATTACHED.

MAXIMUM RATE OF WITHDRAWAL:	10 USgpm
MAXIMUM DAILY QUANTITY:	14,400 USgal
MAXIMUM ANNUAL QUANTITY:	5,256,000 USgal

Claresholm
Copy

¹**THIS AGREEMENT** made effective the ___ day of _____, 2008

BETWEEN:

Town of Claresholm, being a municipal corporation under the **Municipal Government Act**, R.S.A. 2000 Chapter M-26, as amended.
(hereinafter referred to as "Claresholm")

OF THE FIRST PART

AND:

Municipal District of Willow Creek #26, being a municipal corporation under the **Municipal Government Act**, R.S.A. 2000 Chapter M-26, as amended
(hereinafter referred to as the "MD")

OF THE SECOND PART

AND:

Town of Granum, being a municipal corporation under the **Municipal Government Act**, R.S.A. 2000 c. M-26, as amended
(hereinafter referred to as "Granum")

OF THE THIRD PART

WATER CONVEYANCE AND SUPPLY AGREEMENT

WHEREAS the MD and Granum desire to enter into a contract with Claresholm for the conveyance and supply of potable water in order to permit the MD and Granum to provide potable water to their customers;

AND WHEREAS Claresholm has agreed to convey, treat and supply potable water to the MD and Granum at the Meter Vault location (see Schedule A);

AND WHEREAS Claresholm has agreed to sell and the MD and Granum have agreed to purchase potable water from Claresholm on the terms and conditions set out herein (see Schedule B);

NOW THEREFORE, in consideration of the promises, mutual terms, covenants and conditions herein, the parties hereto agree as follows:

ARTICLE 1- DEFINITIONS

- 1.1 For purposes of this Agreement, the following words and expressions shall have the meanings herein set forth, unless inconsistent with the subject matter or context:
- a) "Agreement" means this agreement as the same may be amended from time to time and the expressions "herein", "hereof", "hereto", "above", "below" and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the Schedules hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;
 - b) "Annual Quantity" means the amount stipulated in "Schedule B";
 - c) "Best Efforts" means, in relation to the performance of an obligation, efforts that are sensible and practical and involve the exercise of reasoned and sound judgment, having regard to all of the relevant circumstances;
 - d) "Claresholm System" means the South Water Treatment Plant (SWTP), the transmission main from the SWTP to the east Claresholm boundary on 5th Street East, which includes all real and personal property of every kind, nature and description including all pumps, pipelines, valves, appurtenances, pumping stations, meters, filtration and treatment facilities owned by Claresholm, as detailed in Schedule "C";
 - e) "Claresholm Representative" means the Chief Administrative Officer for Claresholm;
 - f) "Connection Point" means the point(s) of delivery which is the "water meter vault";
 - g) "Effective Date" means the date hereof;
 - h) "Emergency" means a sudden and unexpected condition requiring immediate action including but not restricted to a water shortage, equipment or System failure or breakdown, and electrical outages;
 - i) "Event of Default" means when one party to this Agreement neglects or fails to observe, perform or comply with any of its obligations or covenants pursuant to this Agreement, and:
 - i) Such neglect or failure is not cured within thirty (30) days after being required in writing to do so by the other party, or
 - ii) If such neglect or failure is not capable of being cured within thirty (30) days as aforesaid but can be cured within a commercially reasonable period of time by a commercially reasonable effort by such party, such party has not commenced to cure such neglect or failure within the said thirty (30) day period and has not continued to effectively and diligently cure such neglect or failure within such commercially reasonable period of time;
 - j) "Force Majeure" means any act of God, major storms, strike, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure;

- k) "Interest" means the percentage of interest established by Claresholm Council in the "Utilities Penalties Bylaw" to be added against overdue accounts from time to time and calculated and compounded yearly
- l) "Maximum Daily Quantity" means: the amount stipulated in Schedule B;
- m) "Maximum Rate of Withdrawal" means the rate stipulated in Schedule B;
- n) "MD & Granum Representatives" means the Chief Administrative Officers for the MD and Granum;
- o) "MD-Granum System" means the water transmission system from the Claresholm/MD Claresholm boundary easterly to the Granum Water Treatment Plant which includes all real and personal property of every kind, nature and description including all pipelines, valves, appurtenances and metering facilities owned by the MD and/or Granum, as detailed in Schedule "D";
- p) "Operating Pressure" means 55 psi at the Connection Point;
- q) "Municipal Purchasers" means the MD and Granum, collectively;
- r) "Term" means the term of this Agreement commencing on the Effective Date and expiring on December 31, 2034, subject to the provisions for earlier termination contained herein and any renewals or extensions hereof;
- s) "Town Boundary" means the boundary between the Town of Claresholm and the Municipal District of Willow Creek #26;
- t) "Unit Price" means the metered water rate calculated at 5% above the annual cost of water at the distribution point at Claresholm contemplated in Article 5 herein;
- u) "Water" means the water which has been conveyed, treated and supplied to the Municipal Purchasers by Claresholm which is the same quality of potable water as that potable water provided by Claresholm within its boundaries; and
- v) "Water Meter Vault" means the water meter vault to be constructed by the Municipal Purchasers and located at NW 24-12-27-W4M, including chambers, appurtenances, controls, heating, venting, lighting and drainage systems, access roads, fencing and gates, land, easements and rights of way. An aerial photograph indicating the location of the "water meter vault" is shown in Schedule "A".

ARTICLE 2 - TERM

2.1 The Term of this Agreement is from the Effective Date to December 31, 2034, subject to the provisions for earlier termination contained herein and any renewals or extensions hereof.

2.2 This Agreement shall be automatically renewed for an additional term of five (5) years upon the same terms and conditions contained in this Agreement, including the right to further renew this Agreement, unless:

- a) Written notice is given by one party to the other parties indicating that the first party wishes to renew this Agreement upon different terms and conditions; or
- b) Written notice is given by one party to the other parties indicating that the first party does not wish to renew this Agreement; and

- c) In either case, written notice is given not later than six (6) months prior to the expiry of the initial term described in Section 2.1 above.

2.3 This Agreement may be terminated:

- a) By any party prior to the expiration of the Term immediately upon delivery of written notice to the other parties in the event of the occurrence of an Event of Default with respect to any other party; or
- b) By any party prior to the expiration of the Term by delivering not less than six (6) months' written notice to that effect to the other parties.

2.4 Termination of this Agreement pursuant to the provisions of this Article shall not limit in any way the recourse to any remedies available to any party at law, equity or otherwise.

ARTICLE 3 - APPROVALS

3.1 The parties hereto shall be responsible for the acquisition of any and all necessary consents, approvals, licenses, permits, allocations or authorities relating to the execution and performance of the terms of this Agreement. These will be attached when received as part of Schedule "B".

ARTICLE 4- PRE-CONDITIONS

4.1 Prior to Claresholm having any obligation to convey, treat or supply water to the Municipal Purchasers pursuant to the terms of this Agreement:

- a) The MD and Granum shall obtain all necessary Water Licenses from Alberta Environment, of sufficient quantity and flow rate to correspond with the quantity and flow rate identified in Schedule B, prior to being provided water from Claresholm pursuant to the terms of this Agreement;
- b) The MD and Granum shall either obtain new allocations or increase their existing allocations from Alberta Environment to divert from Pine Coulee Reservoir not less than 110% of the water volume and rate required by the Municipal Purchasers and that the point of diversion be specified as the Claresholm works located at the Pine Coulee intake located at NW 25-38-13-W4M;
- c) The MD and Granum shall obtain all necessary permits and approvals from Alberta Environment, the respective MD and Granum Councils, and any other relevant Provincial or Municipal department, body or agency to permit Claresholm to provide water to the connection point. Claresholm will provide reasonable assistance and cooperation to the MD and Granum to this regard.
- d) An estimate of payment by Granum to Claresholm in the amount of two hundred and ten thousand dollars (\$210,000). Actual costs will be determined at the completion of the project and Granum will pay its share of the actual cost, and
- e) An estimate of payment by the MD to Claresholm in the amount of one hundred and seven thousand dollars (\$107,000). Actual costs will be determined at the completion of the project and the MD will pay its share of the actual cost;
- f) Until the Water Meter Vault is constructed, commissioned and in operation by the Municipal Purchasers.

- 4.2 At its sole option and discretion, Claresholm may proceed to supply Water pursuant to the terms of this Agreement prior to receipt of the monies set out in Paragraphs 4.1(d) and (e).
- 4.3 The parties acknowledge and agree that the monies outlined in Paragraphs 4.1.(d) and (e) are an amount owing to Claresholm under this Agreement and failure by the MD or Granum to pay their respective contribution amount within thirty (30) days after receipt of written demand by Claresholm shall constitute an Event of Default and Claresholm shall be entitled to terminate this Agreement immediately .

ARTICLE 5- SUPPLY AND PURCHASE

- 5.1 During the Term and pursuant to the terms of this Agreement, Claresholm shall:
- a) Use its Best Efforts to make Water available for delivery to the Municipal Purchasers at the Connection Point;
 - i) to an aggregate amount of the Annual Quantity, at the Maximum Daily Quantity and at the Maximum Rate of Withdrawal;
 - ii) at the Operating Pressure; and
 - iii) meter the water conveyed to the Municipal Purchasers pursuant to this Agreement at the Connection Point.
- 5.2 During the Term and pursuant to the terms of this Agreement, the Municipal Purchasers shall:
- a) be entitled to draw water up to the Maximum Daily and Annual Quantities per Schedule B a the Maximum Rate of Withdrawal.
 - b) ensure that no expansion or change shall take place which would result in an increase in their water requirements to an amount that exceeds the Annual Quantity or Maximum Daily Quantity, except with the advance written consent of Claresholm, which consent may be arbitrarily withheld;
 - c) not draw water into the MD-Granum System from any other source;
 - d) ensure that Claresholm is the sole supplier of potable water to the Municipal Purchasers;
 - e) not connect the MD-Granum System with any water supply system other than the Claresholm System;
 - f) not permit connections between the MD-Granum System and any raw water or non-potable water supplies;
 - g) use Best Efforts to ensure that no contamination, pollutants, foreign matter or like materials enter the MD-Granum Water System;
 - h) not install pumping equipment, valves or other like devices which may interfere with the Claresholm System or which may create noise, pressure surges and other similar disruptions to the Claresholm System;
 - i) be responsible to install, at their sole cost, any booster pumping facilities on the feeder main that the parties agree are necessary;

- j) be solely responsible for the maintenance and operation of the MD-Granum System; and
- k) ensure that chlorine residuals in the Water supplied by the Municipal Purchasers to their customers are in accordance with the requirements of Alberta Environment.

5.3 The MD will ensure that all approved connections to the MD-Granum System within the MD's boundaries will be required to install and maintain an annually certified AWWA backflow prevention device.

5.4 The Claresholm will use Best Efforts to supply the Municipal Purchasers with Water pursuant to the terms of this Agreement.

5.5 The parties acknowledge and agree that Claresholm is not liable to the Municipal Purchasers nor to anyone claiming through the Municipal Purchasers if Claresholm is unable to supply Water due to a lack of Water availability due to a Water shortage or Water restrictions. In the event of a Water shortage or Water restrictions, the parties agree that the available Water will be shared by the parties on a pro-rata basis for household and domestic use.

ARTICLE 6- WATER SHORTAGES

6.1 That Claresholm shall make all best efforts to supply the Municipal Purchasers with the water supply requirements provided for in this Agreement. That Claresholm shall not be liable to furnish the Municipal Purchasers with any quantity of water not available to Claresholm. That Claresholm will not subject the Municipal Purchaser to any water rationing which it does not require of its own customers but that Claresholm does not guarantee that the water will be available at all times.

ARTICLE 7- OWNERSHIP OF THE CLARESHOLM SYSTEM

7.1 All water mains, metering facilities, associated piping, connections to the Claresholm System and related equipment installed by Claresholm shall remain the property of Claresholm. The Municipal Purchasers shall at all times provide Claresholm with unrestricted access to the above-noted equipment, all other components of the Claresholm System located on the MD-Granum System or MD or Granum property from time to time in order that Claresholm may properly perform all of its obligations hereunder.

7.2 Upon completion of the construction of the Water Meter Vault, all title and ownership to the aforesaid water meter vault shall remain with the Municipal Purchasers, but all meters, telemetry system and flow recording equipment shall be installed by the Municipal Purchasers and transferred to Claresholm at no cost to Claresholm;

7.2 The Municipal Purchasers specifically acknowledge and agree that none of the Claresholm System constitutes any part of the MD-Granum System and vice versa.

ARTICLE 8- CONSTRUCTION AND OWNERSHIP OF THE WATER METER VAULT

8.1 At their sole cost and expense, the Municipal Purchasers are responsible for constructing the Water Meter Vault on or before December 31, 2009.

8.2 All title and ownership in the Water Meter Vault including chambers, appurtenances, controls, heating, venting, lighting and drainage systems, access roads, fencing and gates, land,

easements and right-of-ways shall remain with the Municipal Purchasers, but all meters, telemetry system and flow recording equipment shall be installed by the Municipal Purchasers and transferred to Claresholm, at no cost to Claresholm, upon occurrence of the following events:

- a) The completion of construction of water meter vault;
- b) The lapse of at least ONE (1) YEAR from the date of issuance of a construction completion certificate issued to the Municipal Purchasers, and
- c) The expiry of all and any maintenance agreement in existence as between the Municipal Purchasers and the Contractor or Contractors constructing the aforesaid water meter vault.

8.4 Notwithstanding anything in this Part, if Claresholm annexes the lands upon which the Water Meter Vault is located, Claresholm shall have the option to assume the immediate ownership and control of the Water Meter Vault and any portion of the 200 mm diameter water feeder main lying within the annexation area, all at no cost to Claresholm.

8.5 At any time after taking title and ownership of the Water Meter Vault, Claresholm is solely responsible for the operation and maintenance of the Water Meter Vault including any relocation thereof.

ARTICLE 9- METERING EQUIPMENT ACCURACY

9.1 The accuracy of the metering equipment at the Connection Point shall be the responsibility of Claresholm and the metering equipment at the Connection Point shall be verified by Claresholm upon receipt of the written request of the Municipal Purchasers, provided that a period of no less than twelve (12) months has elapsed since the most recent verification of such metering equipment. The Municipal Purchasers shall have the right to have a representative present to witness such verification.

9.2 If, upon any verification, the metering equipment is found to be outside a range of 97.5% to 102.5% of the actual Water volume that passes through the meter, previous readings of such metering equipment shall be adjusted in accordance with Section 8.3, herein, in computing the volumes being metered and such equipment shall be adjusted properly at once to record accurately.

9.3 If the metering equipment is out of service, out of repair or outside the limits specified in Section 8.2 so that the volume being metered is not correctly indicated by the reading thereof, the volumes attributable to the period shall be estimated on the basis of the best available data using the first of whichever of the following methods is feasible:

- a) By using the registration of any other metering equipment in the Customer Water System if installed and accurately registering;
- b) by accounting for and adjusting by the calculated error if the percentage of error is ascertainable by calibration, test or mathematical calculations; or
- c) by estimating the volume based upon the most recent deliveries under similar conditions, taking into account any changes in volume that have occurred since the period when the metering equipment was registering accurately.

ARTICLE 10- RATES AND BILLING

10.1 The Municipal Purchasers shall pay for Water at the Rate on the basis of volume metered at the Connection Point.

10.2 Claresholm shall provide Granum with a bimonthly invoice showing the amount of Water metered, the Unit Price and the amount due and payable to Claresholm. Granum will be responsible for determining the amount owing by the MD and shall bill the MD accordingly.

10.3 Granum shall pay Claresholm all amounts due within thirty (30) days of receipt of Claresholm's invoice. If any invoice is not paid within thirty (30) days of receipt as aforesaid, any unpaid amount will attract interest from the invoice date until payment of such unpaid amount has been received by the Owner.

ARTICLE 11-SUSPENSION OF SERVICE

11.1 In the case of an Emergency, Claresholm may interrupt the Water supply to the Municipal Purchasers for as long as is reasonable in view of the circumstances contributing to the Emergency. Claresholm shall determine when an Emergency exists using reasonable judgment and shall take whatever steps are reasonably necessary to meet the Emergency. Claresholm shall provide notice of the interruption to the Municipal Purchasers as soon as reasonably possible. Claresholm shall use Best Efforts to ensure that any service interruption is as short in duration as circumstances permit and will keep the Municipal Purchasers apprised of all emergencies with timely communications.

11.2 Claresholm agrees to use Best Efforts to supply a regular, uninterrupted supply of Water to the Municipal Purchasers as required by this Agreement, however, Claresholm shall not be liable to the Municipal Purchasers or anyone claiming through the Municipal Purchasers for any damages, claims, loss, costs, charges and expenses, of any nature or kind whatsoever relating to any partial or absolute interruption or cessation in the supply of Water under the terms of this Agreement unless due to the negligence or willful misconduct of Claresholm, its employees, agents or others for whom Claresholm is responsible at law.

11.3 That Claresholm shall be relieved from all responsibility in the case of a disruption of service under the circumstances which include but are not limited to:

- (i) Strikes;
- (ii) Electrical Outages; Repairs and maintenance of the waterworks system or any essential part thereof;
- (iii) Breakdown beyond the control of Claresholm, of the waterworks system or any essential part thereof;
- (iv) Force Majeure.

ARTICLE 12-REPAIRS, MAINTENANCE AND REPLACEMENTS

12.1 Claresholm may interrupt or curtail Water supply service to the Municipal Purchasers for periods of time as it may reasonably require for the purpose of effecting any repairs, maintenance, replacement, upgrading or other work relating to the Claresholm System, PROVIDED THAT:

- a) Claresholm has given the Municipal Purchasers at least forty-eight (48) hours prior notice, or in the event of unforeseen circumstances, Claresholm gives notice of such interruption or curtailment to the Municipal Purchasers as soon as is reasonably practicable;
- b) Claresholm acts to restore services to the Municipal Purchasers as soon as is reasonably practicable in the circumstances;
- c) Claresholm will coordinate the repairs, maintenance, replacement, upgrading and other work referred to in the immediately preceding paragraph with the Municipal Purchasers so as to minimize, to the extent reasonable in the circumstances, inconvenience to the Municipal Purchasers arising from such interruption or curtailment; and

- d) during the periods of interruption or curtailment provided for in (a), above, Claresholm may reduce the level, quality or quantity of service provided to the Municipal Purchasers under this Agreement.

ARTICLE 13- FORCE MAJEURE

13.1 No party hereto shall be liable to the other for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from Force Majeure.

13.2 Where any party is prevented from carrying out its respective obligations hereunder due to Force Majeure, such party shall, as soon as possible, give notice of the occurrence of such Force Majeure to the other parties and of the obligations, the performance of which is thereby delayed or prevented and the party giving the notice shall thereupon be excused from the performance of such obligation for the period of time directly attributable to such prevention or delay.

ARTICLE 14- INDEMNITY AND INSURANCE

14.1 On a joint and several basis, the MD and Granum shall indemnify and save harmless Claresholm from and against all claims, damages, suits, dues, actions, liabilities and causes of action, costs, or sums of money for personal injury, death or property damage that may arise against Claresholm due to the actions or inactions of the MD or Granum, their respective licensees, contractors, subcontractors, officers, servants, agents, workmen, employees or elected officials relating to the MD or Granum's obligations under the terms of this Agreement, as well as any failure on the part of Claresholm to supply Water pursuant to the terms of this Agreement as a result of events outlined in Articles 10, 11 and 12 of this Agreement, including but not limited to all costs incurred by Claresholm, including but not limited to legal fees (calculated on a full indemnity basis) and disbursements incurred by Claresholm defending any such claims.

14.2 Throughout the Term, each party to this Agreement shall obtain and maintain in force the following insurance, all satisfactory to the other parties, acting reasonably:

- a) comprehensive general liability insurance with inclusive limits of not less than Five Million Dollars per occurrence, and
- b) any other form of insurance the parties may agree, from time to time, is reasonable including the form, amount and the insurance risks against which a prudent party under similar circumstances would insure.

14.3 All insurance policies shall be taken out with insurers and shall be in a form acceptable to all parties, acting reasonably. Certificates of insurance and summary reports relating to each insurance policy acceptable to each party, acting reasonably, shall be delivered by each party to the other parties as soon as practicable after the placing of such insurance on an annual basis. All policies shall contain an undertaking by the insurers to notify all parties in writing of any material change, cancellation or termination of any provision of any policy not less than thirty (30) days prior to the material change, cancellation or termination thereof.

14.4 If one party fails to maintain the currency of any policy contemplated by this Article 13, without prejudice to any of their other remedies, the other parties have the right, but not the obligation, to obtain such insurance as contemplated in this Article 13 at the sole cost of the first party.

and the cost of such insurance may be set off by the party(ies) paying for such insurance against any monies owing to the first party.

ARTICLE 15-PERFORMANCE BY THE MUNICIPAL PURCHASERS

15.1 Upon an Event of Default occurring as it relates to the MD or Granum or both, Claresholm may, but shall not be obligated to, either directly or indirectly by engaging a third party or otherwise, as the case may be, do all such things in order to rectify such Event of Default.

15.2 The MD and Granum are jointly and severally liable to, immediately upon written demand, pay an amount equal to all costs and expenses (direct and indirect) properly and reasonably incurred by Claresholm arising from attending to rectification of the said Event of Default as hereinbefore referred to plus Interest on the same from the date said costs or expenses are incurred until they are paid.

15.3 Claresholm may, in its sole discretion, without further course or action, set off and deduct any such amount(s) together with Interest, from any payment then or thereafter due by Claresholm to the Municipal Purchasers, provided that such action shall not be deemed a waiver by Claresholm of any action that Claresholm may pursue to collect any costs or expenses incurred herewith that exceed the amounts owed to Claresholm.

15.4 Any action taken by Claresholm hereunder shall not limit in any way its recourse to any rights or remedies available to it at law, equity or otherwise.

ARTICLE 16-DISPUTE RESOLUTION

16.1 Unless specifically described herein to the contrary, the following provisions shall apply to the resolution of conflicts between the parties as they arise:

- a) the parties agree to utilize all reasonable efforts to resolve any dispute, whether arising during the Term or at any time after its expiration promptly and in an amiable manner by direct negotiations between the parties. Conflicts should be resolved by the individuals closest to the issues provided that such individuals have the actual authority to implement such resolution;
- b) the parties shall continue to perform their respective obligations during the resolution of any dispute or disagreement, including during any period of mediation and arbitration, unless and until this Agreement is lawfully terminated or expires according to its terms;
- c) If a dispute cannot be resolved by the designated representatives within a time period that is reasonably satisfactory to the party raising the issue under consideration, that party may refer the dispute to the respective Chief Administrative Officers of each party. These individuals, or their designates, shall meet as soon as is reasonably possible after the dispute is referred to them, giving due regard to the nature and the impact of the issue under consideration;
- d) If a dispute cannot be resolved by the parties by mutual agreement within a time period that is reasonably satisfactory to the party raising the issue under consideration, any party may submit the dispute for mediation. Any party may, on notice to the other parties, request that mediation take place and the parties shall select a mediator whose qualifications are appropriate to the matter to be mediated. The mediator shall designate a place for a meeting of the mediator with representatives of the parties.

During the mediation process, no action will be taken by any party to commence or continue arbitration proceedings under this Agreement. The cost of the mediator will be equally shared by the parties. Any mediation which takes place will be strictly confidential. No proposal or concession made by either party in the course of mediation may be used by either party in any subsequent proceedings. The mediator may not be called by either party as a witness in any subsequent proceedings;

- e) Should mediation fail to result in a resolution of the dispute between the parties within fifteen (15) days after the parties initially attempted to mediate the dispute, any party may submit the dispute for arbitration as provided in Subsection (f) below. The determination arising out of the arbitration process shall be final and binding upon the parties;
- f) if a dispute cannot be resolved by the parties hereto within a time period that is satisfactory to the party raising the issue under consideration, that party may submit the dispute for arbitration as provided in subsection (g) below. The determination arising out of the arbitration process shall be final and binding upon the parties, provided however, that in the event that the dispute has not been resolved through the arbitration process as set forth in this subsection (g) within sixty (60) days of a party giving notice nominating one arbitrator as set forth in paragraph (i) of subsection (g), any party at any time thereafter, but prior to a determination being made by the arbitrator(s) shall have jurisdiction to have recourse to the Courts of Alberta having jurisdiction for the determination of the dispute, and upon the commencement of any action for such purpose, the jurisdiction of the arbitrator(s) in respect of such dispute shall cease;
- g) arbitration shall be conducted in accordance with the following terms:
 - i) the party(ies) desiring arbitration shall nominate one (1) arbitrator and shall notify the other party in writing of the nomination. The notice shall set forth a brief description of the matter submitted for arbitration. The other party(ies) shall, within fifteen (15) days after receiving such notice, nominate an arbitrator and the two (2) arbitrators shall select a third arbitrator to act jointly with them. The parties will act reasonably and in good faith to select arbitrators who are objective and who are suitably qualified by education or professional experience to deal with the matters that are the subject of the arbitration. If the nominated arbitrators are unable to agree on the selection of a third arbitrator within fifteen (15) days after the second arbitrator is nominated, the parties or either one of them may apply to the Alberta Court of Queen's Bench to have the chairman appointed;
 - ii) if the party(ies) receiving the notice of the nomination of an arbitrator by the party(ies) desiring arbitration fails within ten (15) days to nominate an arbitrator, then the arbitrator nominated by the party(ies) desiring arbitration may proceed alone to determine the dispute in such manner and at such time as he shall think fit and his decision shall, subject to the provision of this Agreement, be binding upon the parties;
 - iii) any arbitration conducted pursuant to this Agreement shall take place in the City of Lethbridge and, subject to the provisions of this Agreement, the decision of the three (3) arbitrators, or any of two (2) of them, in writing, shall be binding upon the parties both in respect of procedure and the conduct of the parties during the proceedings and final determination of the issues. Any written award or decision of the arbitrators shall not repeat or recite any evidence which is proprietary or confidential to either party;

- iv) notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if the parties so agree, in which event the provisions of this Section shall apply, *mutatis mutandis*;
- v) the costs of arbitration shall be borne by the parties as may be specified in the arbitrator's decision; and
- vi) except as modified herein, the provisions of the *Arbitration Act (Alberta)* as amended from time to time, shall govern the arbitration process.

ARTICLE 17- GENERAL

Notices

17.1 Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

Personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in subsection (d) below; or

By telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:

Upon transmission with answer back confirmation if received within the normal working hours of the Business Day; or

At the commencement of the next ensuing Business Day following transmission with answer back confirmation thereof; or

By mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received three (3) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received;

Except as herein otherwise provided. Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or seven (7) days after the same has been mailed in a prepaid envelope by single registered mail to:

Town of Claresholm

Box 1000
Claresholm, Alberta, Canada T0L 0T0
403 625-3381 phone
403 625-3869 fax

Attention: Chief Administrative Officer

Municipal District of Willow Creek #26

Box 550
Claresholm, Alberta T0L 0T0
403 625-3351 phone
403 625-3886 fax

Attention: Chief Administrative Officer

Town of Granum

Box 88
Granum, Alberta, Canada T0L 1A0
403 687-3822 phone
403 687-2285 fax

Attention: Chief Administrative Officer

or to such other address as each party may from time to time direct in writing.

Governing Law

17.2 This Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

Time of Essence

17.3 Time shall be of the essence of this Agreement.

Preamble and Schedules

17.4 The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A" -	Water Vault Location
Schedule "B" -	Daily Maximums and Annual Quantities
Schedule "C" -	Claresholm System
Schedule "D"-	MD-Granum System

Headings

17.5 The headings, captions, paragraph numbers, sub-paragraph numbers, article numbers and indices appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit, construct or enlarge the scope or meaning of this Agreement or any provisions hereof.

Relationship between Parties

17.6 Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.

No Authority

17.7 Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

Agreement Entire Relationship

17.8 This Agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement save as expressly set out in this Agreement.

Further Assurances

17.9 Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

Amendments

17.10 This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

Waiver

17.11 No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

Counterparts

17.12 This Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.

Statutory Reference

17.13 Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

Unenforceability

17.14 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest permitted by law.

Survival

17.15 The parties acknowledge and agree that the provisions of this Agreement, which, by their context, are meant to survive the termination or expiry of the Term, shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

Remedies Generally

17.16 Mention in this Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one of more of such remedies generally or in combination, such remedies being cumulative and not alternative.

Singular, Plural and Gender

17.17 Wherever the singular, plural, masculine, feminine or neuter is used throughout this Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

GST Exclusive

17.18 Unless otherwise expressly stated herein, all amounts payable under this Agreement will be exclusive of any goods and services tax ("GST") payable thereon.

Binding Effect

17.19 This Agreement shall ensure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

Assignment

17.20 No party shall assign its interests in this Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other parties, such consent not be unreasonably withheld.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first written above.

Town of Claresholm

Per: _____

Per: _____

Municipal District of Willow Creek #26

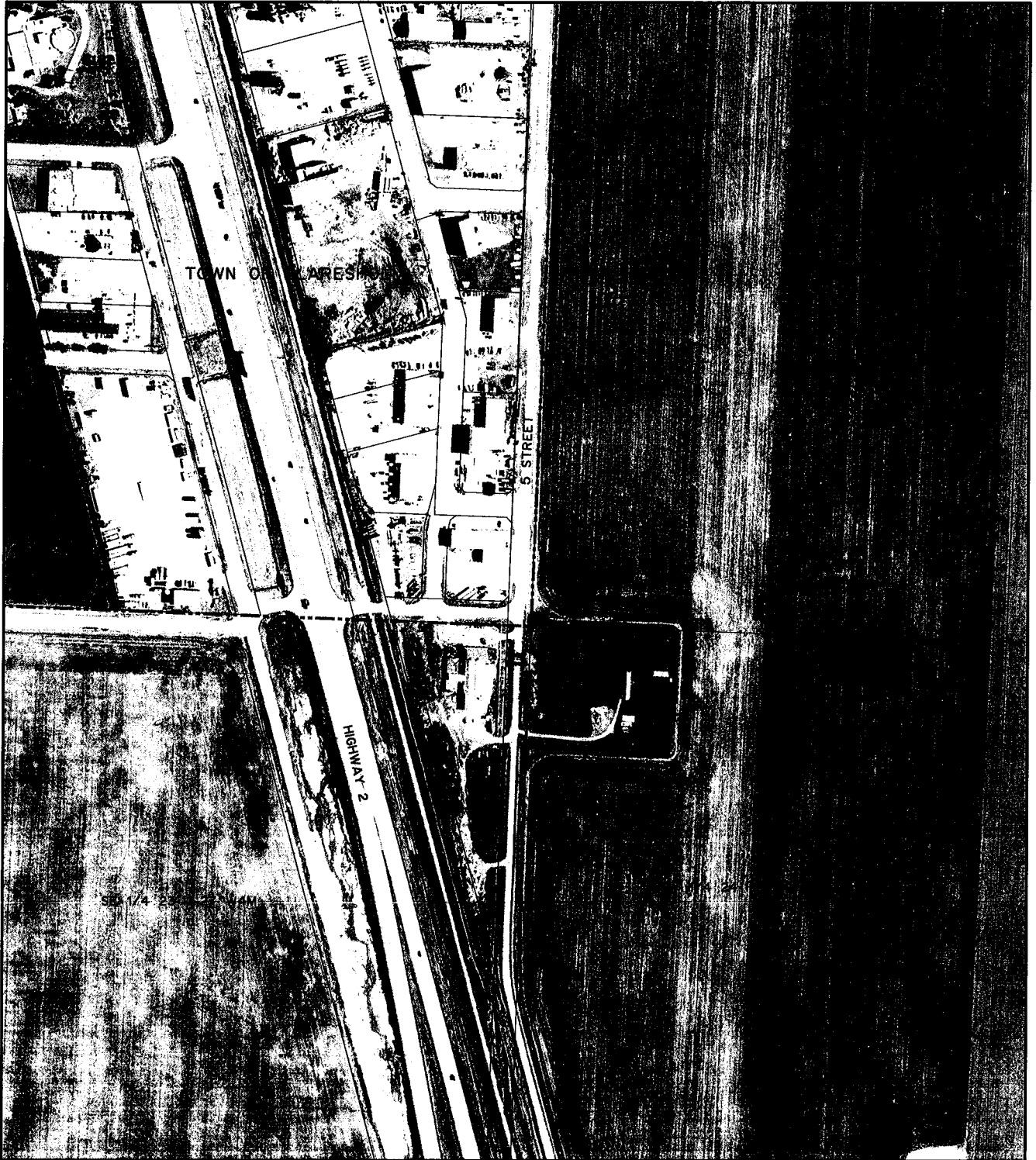
Per: _____

Per: _____

Town of Granum

Per: _____

Per: _____



METER VAULT LOCATION
SCHEDULE "A"



SCHEDULE "B"

**DAILY QUANTITIES AND ANNUAL MAXIMUM LIMITS
AND
WATER ALLOCATIONS & LICENSES
FOR THE TOWN OF GRANUM AND THE MUNICIPAL DISTRICT OF WILLOW CREEK #26**

THE FOLLOWING AMOUNTS ARE PER "TABLE 3.4: CURRENT AND PROJECT WATER DEMAND" FROM THE CLARESHOLM-GRANUM-MD OF WILLOW CREEK REGIONAL WATER TREATMENT AND SUPPLY STUDY – PAGE 11

GRANUM – Maximum flow rate – 806,400 litres per day (896,000 lpd less 10% loss factor)
Maximum annual volume – 132,130 cubic meters

MD - Maximum flow rate – 477,000 litres per day
Maximum annual volume – 174,105 cubic meters

THE FOLLOWING AMOUNTS ARE BASED ON THE CAPITAL CONTRIBUTIONS TO THE GRANUM-MD PIPELINE AS PER "TABLE 8.2: CAPITAL COST ESTIMATES" FROM THE CLARESHOLM-GRANUM-MD OF WILLOW CREEK REGIONAL WATER TREATMENT AND SUPPLY STUDY – PAGE 69 – ALTERNATIVE 3B

CAPACITY OWNED BY EACH PARTY OF THE CLARESHOLM TO MD - GRANUM SYSTEM

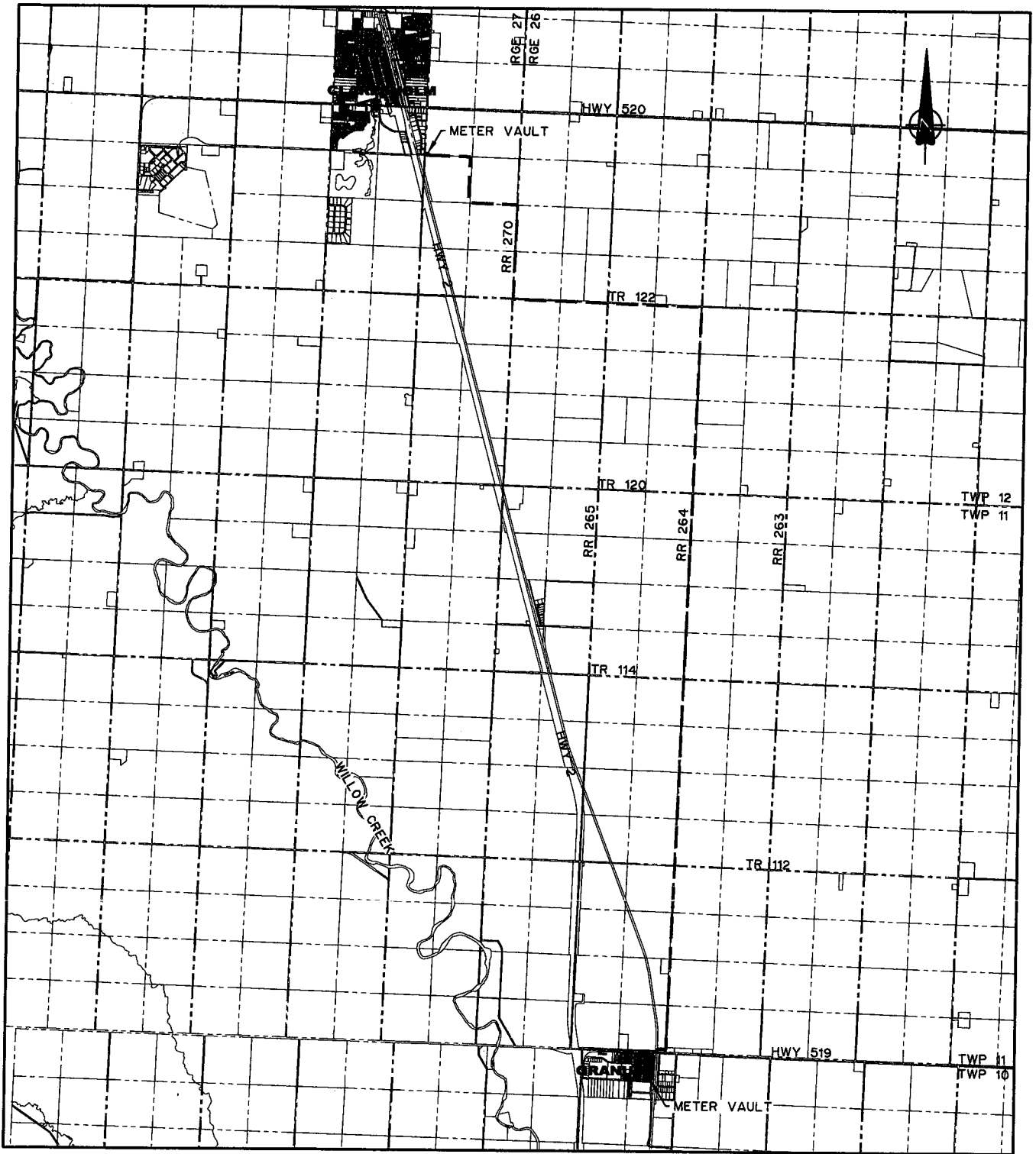
GRANUM - 62.8% based on the funding by the Town of Granum
MD - 37.2% based on the funding by the MD of Willow Creek

WATER ALLOCATION AND LICENSES ARE ATTACHED.



CLARESHOLM SYSTEM
SCHEDULE "C"





TOWN OF GRANUM / M.D. OF WILLOW CREEK
REGIONAL WATER SUPPLY PIPELINE
SCHEDULE "D"



Office of the Regional Director
SOUTHERN REGION

Box 314
3rd Floor, Administration Building
909 Third Avenue North
Lethbridge, Alberta T1H 0H5

Toll-Free Connection
Outside Edmonton - Dial 310-0000
Telephone 403/381-5426
Fax 403/382-4412
www.trans.gov.ab.ca

File No: 1560-WWP-CLAR
Raw Water Supply Line

October 29, 2008

His Worship Rob Steel
Mayor
Town of Claresholm
P.O. Box 1000
Claresholm, AB T0L 0T0

Dear Mayor Steel:

Please be advised that a grant in the amount of \$100,000 is being electronically transferred to the Town of Claresholm under the Alberta Municipal Water/Wastewater Partnership for the Raw Water Supply Line project. This is the second payment for this project under this program

We look forward to working with your town in continuing to meet your capital infrastructure needs. If you have any questions or concerns regarding this program, please contact Mr. Keith Schenher, Infrastructure Grants Technologist, at 403-382-4069.

Yours truly,


for Darrell Camplin, P.Eng.
Regional Director

KS/clh

cc: Mr. Evan Berger, MLA, Livingstone-Macleod
Municipal Programs



**Alberta Health
Services**

Calgary Health Region

November 6, 2008

Mayor and Town Council
Town of Claresholm

Re: Community AED (Automated External Defibrillators)

Good Evening Mayor and Town Council,

I am a Health Promotion Strategist working in Community Development here in Claresholm. One project that I have been working on is to place AEDs into more community buildings in Claresholm. We already have AEDs in the Curling rink/Golf course (seasonal), swimming pool, Medical Clinic and the Community Centre. I was given permission to place AEDs into the Arena and Agriplex in spring 2008.

As such, I applied for the STARS Chain of Survival Fund in the summer which was sponsored by the Health Foundation. We have just received a check from STARS for \$3500 which covers most of our cost. However, we still need an additional \$1036.99 in order to purchase these machines. This amount will give us enough funds to purchase two AEDs, a trainer, cabinets to house them in, and a set of pediatric pads for the arena. Please refer to the attached quote from Phillips.

Simply put, AEDs save lives. Information from the Heart and Stroke foundation of Canada states that "Approximately 40,000 cardiac arrests occur in Canada every year- 80% outside the hospital setting." "If and AED is immediately applied to a victim of cardiac arrest due to ventricular fibrillation (heart rhythm), the likelihood of survival is high. Survival rates in cardiac rehabilitation programs that provide defibrillation within the first few minutes after a cardiac arrest are higher than 85%. With each passing minute from the time of the arrest, the probability of survival declines about 7-10%. Studies show that few patients survive if the time from collapse to defibrillation is greater than 12 minutes." CPR alone is not enough for someone in this heart rhythm, they need defibrillation. "Making defibrillators easily accessible in public buildings such as hockey arenas and airports has the potential to save thousands of lives." AEDs are safe and easy to use and trained general public can use them safely and effectively.

Having AEDs in public buildings is a crucial link in the chain of survival. Our local Arena and Agriplex are very busy facilities that could benefit from having AEDs on site Their best chance of survival is to receive the shock within minutes of collapse, so a quick response is crucial. We know that Chinook Ambulance does their best to respond to calls as fast as possible but delays are part of life and every minute counts. Placing AEDs in these two public building has the potential to save many lives. We know that sudden cardiac arrest can strike without warning and can affect all age groups, not just the elderly.

I have been able to partner with different professionals in our community that are willing to volunteer their time to provide; education, on-site inspections, education, public awareness, grant sponsorship assistance, and training for groups, staff and community members that use the buildings.

I know that our town wants to be a community that cares about health and wellness and as such I am asking for your support to fund the remaining \$1036.99 that is needed to purchase these machines. I have attached a few relevant news articles showing the importance of having AED machines in public buildings.

A chain is only as strong as its weakest link and we are trying to strengthen our chain by purchasing two AEDs for our community. I ask that you accept this letter and consider funding the remainder of the capital needs to purchase the AEDs. Thank you for your time in considering this letter.

Please do not hesitate to contact me if you have any further questions regarding this initiative.

Kindest Regards,



Magan Braun, BScKin
Health Promotion Strategist
Alberta Health Services
Claresholm Health Unit
Phone: 403-625-8658
Fax: 403-625-4062
Email: magan.braun@calgaryhealthregion.ca

Encl.:

AED price quote from Philips

Articles:

Tragic Reminder – Article from Canada.com

Hockey great Jiri Fischer champions AEDs- Heart and Stroke Foundation

Hockey Player's Survival Credited to Defibrillator at Arena- City of Edmonton

Man meets strangers who saved his life – Calgary Airport AED- CTV Calgary



First Edition
First Aid Training

Mayor ? Town Council
PHILIPS
Authorized Philips Distributor



TO: CLARESHOLM HEALTH UNIT
Box 1391
Claresholm, AB T0L 0T0

November 6, 2008

Attention: Magan Braun - Health Promotion Strategist
Ph: 403-625-8658

RE: HeartStart 'Onsite' AED

The current « survival rate » for (out of hospital) cardiac arrest is only about 3-5%, with EMS responding! Locations that have AED's (automated external defibrillators) can have a survival rates as high as 70-80+%.

Hello Magan:

Further to our conversation, regarding 2 AED's for your community, here is a quote for the amazing Philips Onsite AED package:

Onsite AED Package (8 years battery life!)

- 2 AEDs (each includes 1-set defibrillation pads & a 4-year battery)
- 2 Extra 4-year batteries, 2 extra sets of defibrillation pads, 2 DVDs
- 2 Carrying cases, 2 Fast Response Kits - (includes towel, gloves, barrier device, scissors, razor)
- 2 Alarmed Cabinets, 1 set of Pediatric Pads, 1 Onsite AED Trainer

Price: \$5,041.10
(Less) (\$ 504.11) 10%

Price: 4,536.99
(Price does not include GST)

- \$3500 (STARS Grant)
= \$1036.99
owing to
purchase :

Please call anytime with questions or to place your order.

Sincerely,

Jan Kirkpatrick
First Edition First Aid Training Inc.
National, Authorized Philips AED Distributor
403-243-2644. h2hcpr@telusplanet.net

Tragic reminder

Bob Duff column: Ranger prospect's death is a reminder of need for emergency plans

Bob Duff

The Windsor Star

Saturday, October 18, 2008

DETROIT - Hours before the Detroit Red Wings and New York Rangers were to contest Saturday's National Hockey League game at Joe Louis Arena, Wings athletic therapist Piet Van Zant met with Jim Ramsay, his Rangers counterpart, in the hallway by the New York dressing room.

The point of their discussion was to review emergency procedures in place at the rink. The reason why they decided it was wise to hammer this point home is readily apparent.

Both recognize that such frightening circumstances, while rare, can quickly occur on the ice.

Van Zant was among the emergency personnel who worked frantically to save the life of Wings defenceman Jiri Fischer after he collapsed in cardiac arrest on the Detroit bench during a Nov. 21, 2005 game against the Nashville Predators.

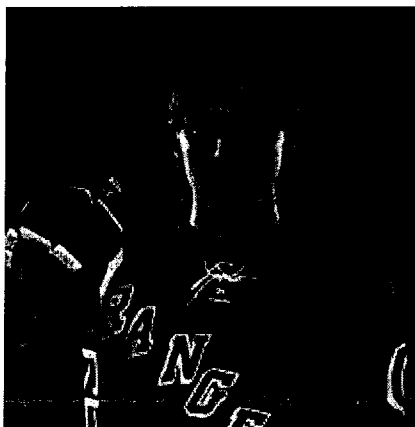
Similar circumstances recently struck the Rangers' family and ended tragically. Monday, forward Alexei Cherepanov, New York's top pick in the 2007 NHL entry draft, died after collapsing on the bench in cardiac arrest while playing for Avangard Omsk in a Kontinental Hockey League in Chekhov, Russia.

Next to the entrance of the JLA visitors' dressing room, the Wings' official emergency plan is posted for all to see. At the top of the page are listed three rules to be followed in an emergency situation:

1. Immediate care of the injured or ill player;
2. Activation of emergency medical services;
3. Retrieval of emergency equipment.

The protocol that was followed when Fischer was saved.

The protocol that wasn't followed when Cherepanov died.



CREDIT: File photo, Getty Images

Alexei Cherepanov of the New York Rangers poses for a portrait during the first round of the 2007 NHL Entry Draft on June 22, 2007 in Columbus, Ohio. Cherepanov died during a game in his native Russia on Monday night, Oct. 13, 2008. He was 19.

Beginning a list of available emergency equipment is an AED (automated external defibrillator).

The piece of equipment that saved Fischer's life.

The piece of equipment that wasn't available to save Cherepanov's life.

Had Cherepanov received the same calibre of medical attention that was afforded Fischer, it's conceivable he might still be numbered among the Rangers' top prospects.

No one has to do this math for Fischer.

"I'm lucky to be here," Fischer said. "There were so many things that played an important role.

"The people involved - (Wings team physician Dr.) Tony Colucci, Piet Van Zant, (assistant athletic therapist) Russ Baumann - having the defibrillator available, being as close to a hospital as we were, they were able to react to the situation very early in the game.

"The revival of myself was done as best as it probably could have been. Forty-five minutes to an hour later, I was laying in a hospital and I had all my senses back, as close to what it was before."

According to reports from Chekhov, there was no ambulance on scene and no working defibrillator available. Video showed teammates carrying Cherepanov to the dressing room when time was of the essence and emergency personnel should have been working to revive him on the spot.

Recognizing that something was clearly amiss, the KHL has organized a special commission that will conduct an investigation into all aspects of the situation. "The KHL is committed to the safety of our players and will ensure that all member teams provide the highest level of medical care for our players," league president Alexander Medvedev said.

None of which will bring Cherepanov back.

"Alexei was no different than any Canadian kid," said Rangers assistant coach Mike Pelino, who spent part of his summer in Russia with Cherepanov. "He just loved to play hockey. He just wanted to be a hockey player.

"He was really excited about becoming a New York Ranger. He was hoping it would happen next year and we were excited about that prospect."

The Rangers envisioned Cherepanov playing on their second line, putting up statistics.

Instead, he became a statistic, another athlete who died of cardiac arrest.

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Hockey great Jiri Fischer champions AEDs

On November 21, 2005, defenceman Jiri Fischer was feeling fine while he was on the ice during a game. It was when he was sitting on the bench that he collapsed. His heart was accelerating too fast, causing the onset of cardiac arrest.

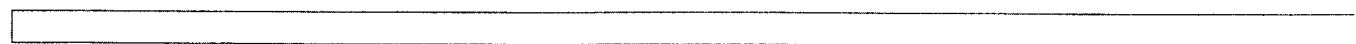
It was only thanks to those nearby, armed with the knowledge of CPR and an onsite defibrillator, that Jiri's heart was stopped and restarted. "A would-be tragedy turned into a heartbeat and gave me a second chance at life," he says.

Jiri was only 25 years old when he experienced a sudden cardiac arrest and he still doesn't know what caused his heart to stop. One thing he does know is that the combination of CPR and an on-site Automated External Defibrillator (AED) helped save his life. He is helping to raise awareness of the importance of AEDs and CPR, and shares the Heart and Stroke Foundation's vision to have them become as commonplace as fire extinguishers.

"Until the sudden cardiac arrest, hockey was first, everything else was second," Jiri says. "This is the first time in my life that hockey can have a different impact on society other than being a hockey player."

Born in the Czech Republic, this hockey lover has already gotten his skates out of the closet and taken to Canada's icy po... enjoying spending time with his son and wife, Avery.

Return to [Restart a Heart Restart a Life.](#)





Hockey Player's Survival Credited to Defibrillator at Arena

October 30, 2008

A 58-year-old Edmonton man is alive to tell his story of surviving a cardiac arrest, thanks to quick-thinking teammates and a public automated external defibrillator (AED).

Trevor Forest was taking a break between hockey scrimmages at the NAIT arena around 10 p.m. on October 14 when he slouched over and turned blue. Teammates rushed to his side to perform CPR and administered one shock with the arena's AED prior to paramedics' arrival.

"It's an incredible feeling to realize that I'm still here," said Forest. "They played the ultimate game with my life as the prize."

"CPR will improve a patient's chance for survival but the victim's heart must be shocked back into normal rhythm with a defibrillator or the patient will likely die," said cardiologist Dr. Evan Lockwood of the Mazankowski Alberta Heart Institute. "There is no doubt that this patient is alive today because his heart was defibrillated quickly."

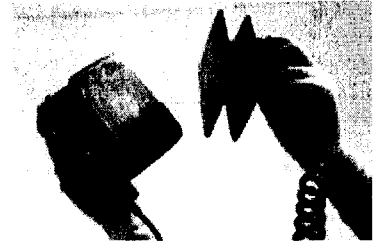
The public defibrillator at the NAIT arena is part of the Edmonton Heart-Safe program, a partnership between Edmonton Emergency Medical Services (EMS), Alberta Health Services and the Heart and Stroke Foundation of Alberta, NWT & Nunavut. Trevor is the first person to survive resuscitation by an Edmonton Heart-Safe public defibrillator.

"This wonderful survivor story endorses the fact that early, effective defibrillation does work," said Mike Hoffman, Manager, Resuscitation Education for the Heart and Stroke Foundation of Alberta, NWT & Nunavut. "We want to save more lives and we can do that by placing more AEDs in our communities."

"NAIT has believed in the importance of the Heart-Safe program from the moment we first heard about it," said George Andrews, VP of External Relations and CDO at NAIT. "We are thankful we had an AED on site that saved Trevor's life and we commend the NAIT staff hockey team who raised the funds to purchase this particular unit earlier this spring."

NAIT became an Edmonton Heart-Safe site in February 2008. The Institute currently has eight AEDs at the main campus and one at each of the Patricia and Souch campuses. They are already looking to purchase additional AEDs for their campuses.

"Medical emergencies can happen anywhere and timely care is often critical to patient's survival," said Joe Acker, Chief of Edmonton EMS. "We respond to more than 700 cardiac arrests in the community every year. Through the Heart-Safe program, we put the right tool in the hands of bystanders to provide that care before paramedics arrive."





CTV CALGARY

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CTV Calgary News

Man meets strangers who saved his life

Updated: Wed Sep. 17 2008 18:09:05

ctvcalgary.ca

It was an arrival at the Calgary International Airport that no one expected.

A month ago, an Edmonton man was in the airport on his way to Ohio, when his heart stopped and he fell to the floor.

On Wednesday, 57 year old Jim Pangle met the Calgary Police officers, paramedics and off-duty nurse that helped save his life.

"It was emotional coming in and knowing that these are the people that saved my life and without them I'm not here. So it's very emotional."

Pangle was in the airport when his heart stopped and he collapsed to the floor.

Off-duty emergency room nurse, Jill Schmitt, was the first to reach Pangle.

"I knew that he wasn't breathing, or didn't looked well. He looked blue and was bleeding across his head so I knew he needed help so I ran over and started doing CPR."

Constables Rod Mackay and Graeme Chisholm arrived a short time later with an automated external defibrillator (AED).

Schmitt says, "I was really thankful when they showed up with the AED because I knew that's really what Jim needed if it was a cardiac arrest, otherwise I'm not sure there was much more we could do."

There are 22 AEDs at the airport.

Dwayne Clayden with Emergency Medical Services calls this a success for the program and the patient.

"A lot of the calls we go to, the outcome isn't great. To have something like this happen, where we pre-planned we had the AEDs, we partnered with the airport, the police officers were available."

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Pangle spent more than two weeks in hospital and is looking forward to his future.

"I don't know how to say thank you. Just thank you from the bottom of my heart."

EMS says it knows of four incidents where AEDs have been used successfully in Calgary so far this year.

There are more than 7-hundred AEDs in public and private buildings in the city.



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November 1, 2008

Mayor Rob Steel & Council
Town of Claresholm

**RE: FORT MACLEOD'S 27TH ANNUAL
SANTA CLAUS PARADE**

SATURDAY, NOVEMBER 29, 2008

On behalf of the citizens of Fort Macleod and District, I would like to extend a personal invitation to you to attend our 27th Annual Santa Claus Parade, being held on Saturday, November 29th.

This year's festival theme is "Santa's Workshop" and will feature several marching bands, floats and activities for the entire family.

Following the parade, I will be hosting, and invite you and your guest to join me for the "**Mayor's Luncheon**" at The Fort – Museum of the North West Mounted Police, on Jerry Potts Boulevard, from noon to 1:30 p.m. Please RSVP to Riet in our Main Street Office 403-553-2500, or Fax 403-553-2189 with number of persons attending the luncheon **by Friday, November 21, 2008.**

*DIGNITARIES RIDING IN THE PARADE
WILL MEET AT OUR TOWN OFFICE, 236 CHIEF RED CROW BOULEVARD,
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PLEASE BRING SIGNS WITH YOUR NAMES ON THEM
TO ACCOMPANY YOU ON THE CARRIAGE*

Best of the Season!

Shawn Patience
Mayor

Subject: November 2008 Seniors Fall Prevention Month - Finding Balance

From: Marcus Coldeway <marusc@playitbyearproductions.com>

Date: Mon, 03 Nov 2008 10:28:26 -0700

To: <karine@townofclaresholm.com>

Karine,

Dear Mayor/Reeve and Members of Council,

I am sending you this email to inform you of a new annual awareness program, and at the same time seek your Council's support by recognizing November as *Seniors' Falls Prevention Month* by way of a proclamation from your municipality. This province-wide campaign, entitled 'Finding Balance', will be formally launched at the Alberta Legislature on Monday, November 3, 2008 by Premier Ed Stelmach. He will be accompanied by the Health & Wellness Minister, the Honourable Ron Leipter, and the Seniors and Community Supports Minister, the Honourable Mary Anne Jablonski.

The Alberta Centre for Injury Control & Research (ACICR), working with the Alberta Medical Association (AMA) and an advisory committee representing seniors' groups, health regions and health care professions, has developed this multi-year program. Additionally, a multi-media campaign has been developed, which will be targeted at increasing awareness of simple steps that seniors can take to prevent falls.

I have attached four documents explaining the campaign in greater detail. If you have any additional questions please feel free to contact me by responding to this email or via phone at (780) 439 9177.

Thank you for your hopeful participation and support for this much needed campaign.

Marcus Gurske

Campaign Manager, on behalf of the Alberta Centre for Injury Control and Research

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ACICR Seniors Falls Prevention Month Letter of Support.pdf **Content-Type:** application/octet-stream
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ExaminerSeniorsFalls.pdf **Content-Type:** application/octet-stream
Content-Encoding: base64

Finding Balance Information BriefF.pdf **Content-Type:** application/octet-stream
Content-Encoding: base64

Wednesday October 15, 2008

Re: Seniors' Falls Prevention Month

Dear Mayor/Reeve and Members of Council,

I am writing to inform you of a new annual awareness program, and at the same time seek your Council's support by recognizing November as *Seniors' Falls Prevention Month* by way of a proclamation from your municipality. This province-wide campaign, entitled 'Finding Balance', will be formally launched at the Alberta Legislature on Monday November 3, 2008 by Premier Ed Stelmach. He will be accompanied by the Health & Wellness Minister, the Honourable Ron Leipert, and the Seniors and Community Supports Minister, the Honourable Mary Anne Jablonski.

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In 2008, the program is focused on 'well seniors', encouraging them to take preventative measures to avoid falls. Other sectors of the seniors' community will be targeted in future years.

Below are some startling statistics, which prompted the development of this program:

- Falls are the most common cause of injury for seniors;
- 1 in 3 seniors in the community will experience a fall each year, while up to 50% of those in institutions will fall;
- Annual hospitalization costs resulting from falls are estimated to be \$88 million and will reach \$250 million in the next 25 years;
- These statistics do not include emergency department costs, payments to physicians and physiotherapists; home care or the costs to the patient and families.

If you would like further information on the program or examples of the promotional materials, please do not hesitate to contact ACICR Education Coordinator, Lynda McPhee: (780) 492-9768 or lynda.mcphee@ualberta.ca or Marcus Gurske: (780) 439 9177 or marcus@playitbyearproductions.com . For samples of the communications materials, please contact Karin Locke: (780) 439-9177 or karinl@playitbyearproductions.com.

Sincerely,
Kathy Belton
Associate Director, Alberta Centre for Injury Control and Research

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Local project aims at fall prevention

Falls Prevention Pilot Project deemed successful by county EMS, Alberta Health and Clover Bar, Silver Birch lodges

Posted By Erin Pentelechuk News Staff

Posted 1 day ago



Clover Bar Lodge resident Silvia Smith demonstrates how to get up from a fall with the help of Strathcona County Emergency Services on Wednesday.

The latest pilot project in Strathcona County is helping residents at local seniors' homes stay strong.

The Strathcona County Falls Prevention Pilot Project offers exercise, education and assessment for seniors in the county's Clover Bar and Silver Birch lodges to prevent residents from falling.

The project, which was implemented on May 1, after Alberta Health Services, Strathcona County Emergency Services and the Pioneer Housing Foundation recognized the need to reduce the number of 911 calls being made because of seniors falling. Although the pilot project is not complete until Oct. 31, Deputy Fire Chief Iain Bushell said there is a noticeable difference in the number of 911 calls EMS receives for seniors with injuries from falling.

"One of the things we noticed is that the high number of 911 calls we were getting to the lodge and often it was just because people slipped off a chair or rolled out of bed funny," Bushell said. "That was when we decided one of our jobs was to be a part of fall prevention. We really feel we've been successful because since the project we've reduced the number of falls in the lodge and reduced the number of 911 calls we receive from the lodge."

Since the project started, residents of the two lodges and their family members have been educated on what they can do to prevent falls. There are also exercise and nutrition classes being offered to help residents stay strong and healthy to prevent falling. Deb Payne, project manager for the pilot with Alberta Health Services, said the prevention programs have been successful on a number of levels.

"Our original goal was to reduce 911 calls and also enhance independent living in the lodges," Payne said. "If we can reduce one fall and have one less broken wrist or broken hip in the county, then I think that's a good thing."

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As part of the project, when county EMS respond to a call because of a resident falling in the lodge, they assess the resident as a low, moderate or high risk for falling and assign that resident interventions to prevent future falls based on their risk factor. High risk individuals may be referred to Strathcona Home Care for medical and rehabilitative services. Queenie Choo, the director of home living services, said the program has really provided an opportunity for seniors in Strathcona County to get the care they need.

"This really helps us serve people better," Choo said. "It's definitely a more proactive way to address medical issues and people's overall well being."

Less than a year ago, it was common for 91-year-old Silvia Smith to fall down. Since the pilot project began, Smith said she hasn't had a bad fall and she definitely feels a lot stronger and more confident.

"I'm quite sure my balance is a lot better than it used to be," she said. "I think the program is wonderful."

Judy Hogg, the manager of Clover Bar Lodge, said that she feels the program has been successful because of the change she notices in the residents' everyday attitudes.

"I do know that the residents are more confident and there's a large group that comes down to the exercise classes," Hogg said. "The benefits are what we will see down the road with improved flexibility, over all improved well being and the fact that they will be able to stay in the lodge a lot longer than they would have been able to before."

The pilot is set to continue until Oct. 31. Complete results and review of the project will be ongoing.

erin@sherwoodparknews.com

Article ID# 1243031

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Seniors' Falls

The Issue

The risk of falling and being injured in a fall increases as people age. It is estimated that one in three persons over the age of 65 is likely to fall at least once a year which means in Alberta this year, approximately 62,500 seniors are likely to fall (Schopflocher, 2005). In 2003, Alberta seniors' fall-related injuries resulted in approximately 50 deaths, over 6,200 hospital admissions and over 17,350 emergency department visits (ACICR database).

Costs of Falls

For 2003, the direct costs for falls-related hospitalizations in Alberta totalled almost \$88,000,000. By 2033, when all of the baby boomers become senior citizens, the cost for seniors' falls, if left unchecked, is expected to reach \$250,000,000. These costs do not include emergency room visits, payments to physicians and physiotherapists, homecare, medication costs or costs to the individual (Schopflocher, Drul 2006).

The impact of seniors' falls goes well beyond health and medical costs. There are significant social and emotional costs to seniors and their families. Seniors may experience a loss of confidence, independence, and even a loss of home. Families are often unable to provide care for a senior who has been injured from a fall. In fact, 40% of all nursing home admissions are a result of seniors' falls (Tinetti & Williams, 1997).

Risk Factors

Falls are not random, unpreventable events. Risk factors for falls in older persons can be grouped into biological/intrinsic, behavioural, social/economic, and environmental categories. As the number of risk factors increases, so does the risk of falling and suffering significant injuries due to the compounding effect of risk factors (Tinetti, ME, 1988). A study among community-dwelling seniors showed that a person with no risk factors had an 8% risk of falling whereas a person with four or more risk factors had a 78% risk of falling (Scott, V et al., 2007).

Fall-related Risk Factors

Biological / Intrinsic	Behavioral	Social/ Economic	Environmental
Impaired mobility Balance deficit Gait deficit Muscle weakness Advanced age Chronic illness/ disability: Cognitive impairment Stroke Parkinson disease Diabetes Arthritis Heart disease Incontinence Foot disorders Visual impairment Acute illness	History of falls Fear of falling Multiple medications Use of: Antipsychotics Sedative/hypnotics Antidepressants Excessive alcohol Risk-taking behaviours Lack of exercise Inappropriate footwear/clothing Inappropriate use of assistive devices Poor nutrition or hydration	Low income Lower level of education Illiteracy/language barriers Poor living conditions Living alone Lack of support networks and social interaction Lack of transportation	Poor building design and/or maintenance Inadequate building codes Stairs Home hazards Lack of: Handrails Curb ramps Rest areas Grab bars Poor lighting or sharp contrasts Slippery or uneven surfaces Obstacles and tripping hazards

Scott, V et al., 2007

IN THIS ISSUE

SENIORS' FALL

July 2007

Produced by:



SENIORS' FALLS

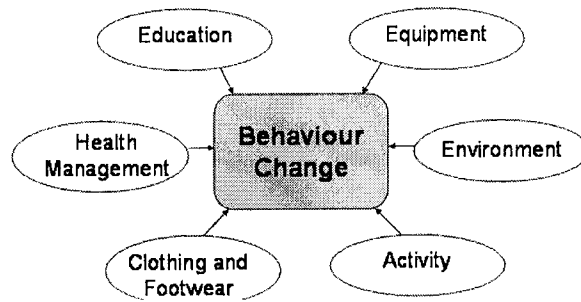
Factors which directly increase the risk of falling include age-related changes and diseases as well as medications, lack of exercise, and inappropriate footwear. Indirect risk factors include factors such as low income which can lead to a poor diet causing muscle loss, low lighting which can impede vision, and fear of falling which can lead to insufficient exercise (Scott, V et al., 2007).

Quick screening and more in-depth tools are available to assess an individual's level of risk for falls and to collect details for designing an intervention to specifically address an individual's risk profile. When selecting a tool, there should be evidence of validity and reliability among the same or similar population. The tool should also assess risk factors which have been identified as significant by current evidence. Cost, ease of use, training requirements, and potential for acceptance among staff and clients should also support its use (Scott V et al., 2007).

Best Practice Interventions

Fall prevention interventions should reflect sound research evidence, address the risk profile of the individual or population, and fit the setting (community, residential, or acute care). Interventions addressing multiple risk factors have been found to be most effective in preventing falls as falls are complex events resulting from a combination of personal and environmental factors (PHAC, 2005).

The "BEEACH" fall prevention model presents a comprehensive array of effective strategies based on findings from sound research evidence to expert opinion.



Behaviour Change:

Behaviour change is a common goal of all fall prevention strategies and can be very challenging. At-risk individuals may feel that they are being labelled as old and frail and/or may fear they are going to lose independence. Furthermore, at-risk individuals and professionals may not be open to changing their environment or behaviours/practice. Consequently, all interventions should include strategies which work to gain buy-in from at-risk individuals or professionals utilizing techniques emphasizing mutual understanding, collaboration, and motivation to better ensure implementation and sustainability (Scott V et al., 2007).

Education:

Education on its own is not shown to be an effective strategy for those at risk. It should be used with other strategies to increase awareness about the nature and importance of the issue, to increase understanding that prevention is possible, and to promote learning about effective strategies. Applying effective behaviour change techniques to the educational intervention makes it more effective (Scott V et al., 2007).

SENIORS' FALLS

Equipment:

Equipment ranges from personal electronic alarms to walkers, bathroom aids, grab bars and hip protectors. Devices should be assessed for proper fit and repair. Individuals should understand how to properly use the equipment and how to incorporate it into their daily activities. Barriers to use should be identified and addressed. Issues around accessibility for low-income or isolated populations should also be explored (Scott V et al., 2007).

Environment:

It is estimated that environmental factors account for one-third to one-half of all falls among seniors (Johnson, 2006). Home and public places should be assessed for fall hazards such as insufficient lighting, unsafe furniture including beds, clutter, unsafe flooring (i.e. throw-rugs) and stairways, sidewalk cracks, as well as ice/snow (Scott V et al., 2007). Greater efforts are needed to collaborate with those who design, build and regulate safe environments for older persons.

Activity:

Exercise programs that include balance and gait training have been demonstrated to be the most beneficial. Exercise programs should be tailored and paced to the individual's or group's capacity. Individuals with serious health problems or disabilities should receive a medical clearance before starting a program. Programs should be accessible (location and cost) as well as appealing to the audience. Attention should also focus on motivating participants to maintain participation in the exercise program (Scott V et al., 2007).

Social isolation is linked to poor health outcomes which increases the risk of falls. At-risk individuals should be linked to programs that suit their interests and needs. Barriers to accessing programs should also be addressed (Scott V et al., 2007).

Clothing and Footwear:

Pants and housecoats may be too long increasing the risk of tripping while walking. This risk may be reduced by connecting individuals to convenient, affordable tailors for alterations. Shoes which have features like large contact surface on the soles, closed heels, and low, wide heels or no heels have been shown to provide more stability. Keep in mind that these suggestions may not be appealing, affordable, or accessible to every client. Identifying barriers and working collaboratively with clients is important (Scott V et al., 2007).

Health Management:

It is recommended that seniors receive annual medical assessments to identify and lessen medical conditions that contribute to falls and to falls-related injuries. Medical conditions that adversely affect gait, balance, muscle strength, bone density, cognition, hearing, vision, and touch should be identified. Medical assessments are particularly important following a fall to find underlying physical or cognitive factors that may contribute to future falls (Minister of Public Works and Government Services Canada, 2001).

Seniors should have all their medications (including over-the-counter and herbal medicines) reviewed by a physician and/or pharmacist. The medication review should look for potential side-effects which may contribute to falls like dizziness, drowsiness, muscle weakness, blurred vision, confusion, and impaired gait. Where possible, the number of medications taken and medication doses should be reduced. Also, medications known to increase the risk of falling should be eliminated. Sedatives/hypnotics, antidepressants, and antipsychotic medications have been shown to increase the risk of falls among seniors. Benzodiazepines are of particular concern as there is

SENIORS' FALLS

Health Management (cont.):

evidence of chronic over-prescribing for older persons. Health professionals should be alerted to this issue and cautioned around prescribing benzodiazepines as withdrawal can be very difficult as persons become dependent on them for sleep and reducing anxiety (Scott V et al., 2007).

Conclusion

Falls are complex events resulting from a combination of personal and environmental factors requiring multifaceted intervention strategies. To reduce the number of seniors falling in Alberta it is essential to work collaboratively with at-risk populations and professionals to identify and reduce the number of risks factors. It is critical to continue with the development, implementation and evaluation of seniors' fall prevention programs so that seniors may maintain their quality of life.

Helpful Resources:

1. Alberta Centre for Injury Control & Research – www.acicr.ualberta.ca
2. British Columbia Injury Research and Prevention Unit (BCIRPU) – www.injuryresearch.bc.ca
3. Seniors Canada On-line – www.seniors.gc.ca
4. Canadian Health Network – www.canadian-health-network.ca
5. Canadian Association of Occupational Therapists Tools for Living Well – www.caot.ca/default.asp?pageid=604
6. Public Health Agency of Canada. (2005). Report on Seniors' falls in Canada – www.phac-aspc.gc.ca/seniors-aines/pubs/seniors_falls/index.htm
7. Ottawa: Division Aging and Seniors, PHAC – www.phac-aspc.gc.ca/seniors-aines

References:

Much of the content is taken from the *Canadian Falls Prevention Curriculum* which may be accessed through the British Columbia Injury Research and Prevention Unit – www.injuryresearch.bc.ca.

1. Johnson SA. (2006). Designing against falls: The impact of the built environment on older adults falls. Edmonton, Alberta: Population Health – Capital Health; 2006.
2. Minister of Public Works and Government Services Canada (2001). A Best Practices Guide for the Prevention of Falls among Seniors Living in the Community. Ottawa: Division of Aging and Seniors
3. Public Health Agency of Canada (2005). Report on Seniors' falls in Canada. Ottawa: Division Aging and Seniors.
4. Scott V, Lockhart S, Gallagher E, Smith D, Asselin G, Belton K, Duncan B. (2007). Canadian Falls Prevention Curriculum. Vancouver, BC. BC Injury Research & Prevention Unit.
5. Schopflocher D, Drul C. (2006). Falls in Alberta Seniors: Just the Facts, Ma'am! On Solid Ground Community Conference on Senior Falls Prevention, September 2006.
6. Schopflocher D, Jin Y. (2005). Population Projections for Alberta and its Health Regions 2004-2033. Alberta Health and Wellness, Health Surveillance Alberta Health and Wellness, March 2005.
7. Tinetti, ME, Speechly M, Ginter SF (1988). Risk factors for falls among elderly persons living in the community. *New England Journal of Medicine*, 319 (26), 1701-7.
8. Tinetti, ME & Williams, C.S. (1997). Falls, injuries due to falls and the risk of admission to a nursing home. *New England Journal of Medicine* 334 (23): 1519-25.



Finding Balance

An Alberta-Wide Public Awareness Program

The Alberta Centre for Injury Control and Research (ACICR) is planning a broad-based public awareness campaign, targeted at seniors, aimed at preventing falls in Alberta, tentatively called *Finding Balance*. This made-in-Alberta approach will use as a catalyst the establishment of Seniors' Falls Prevention Month across the province in the month of November 2008.

Background Need

Research and statistics from around the world show a starkly similar picture. Seniors are increasingly likely to lose their balance and fall – often with serious results. For example, statistics from 2003 show that of all hospital injury admissions by seniors, no less than 76% were the result of falls. The financial cost of these admissions was \$88 million, while the forecast – if no corrective action is taken – is that the cost by 2033 will reach \$250 million. These costs do not include emergency department visits, payments to health care professionals or the costs to the individuals.

But no matter the financial costs – think of the personal costs to each of those seniors who lose a significant part of their quality of life.

Campaign Elements

Directed by the ACICR, and using the broad ranging resources of the Falls Prevention Network, *Finding Balance* will:

1. Seek the support of the provincial government to declare *Seniors' Falls Prevention Month* in November each year.
 - a. This month – when many seniors are at risk due to outside winter activities - will be the focus of the provincial campaign
 - b. Solicit the cooperation of key government departments – e.g. Health and Wellness; Seniors – to support the awareness campaign with advertising campaigns or dollars to assist the Network prepare and mount a multi-media advertising campaign
2. Media campaign – Messaging will be relayed through the following mediums:
 - a. Province wide television advertisements
 - b. Daily and Weekly newspaper advertisements
 - c. Radio advertisements
 - d. Media information kits to be distributed to all media outlets across Alberta



3. Point-of-contact – Posters and displays carrying key messages to be displayed in:
 - a. Health care professionals
hospitals and doctors offices;
 - b. Retail pharmacies
4. Solicit appropriate media partners (Canwest Global or Newcap Radio, for example)
5. Pursue funding or sponsorship opportunities where they exist

Long Term Plan

The present concept is that this program will be a multi-year effort featuring message variations depending on the target audience. The long term plan can be summarized as follows:

Date	Target	Draft Messaging
November 2008	"Well Elderly"	Preventing falls is as easy as maintaining your personal health and, especially, fitness
November 2009	"Elderly"	Telling a health care professional about your fall is the best way to prevent it from happening again
November 2010	"Elderly in residences"	Making simple changes to ones environment can significantly reduce the likelihood of falls???

Subject: Family Violence Prevention Month error
From: "Sherrie Botten" <r3fbcs@shaw.ca>
Date: Tue, 4 Nov 2008 17:10:17 -0700
To: <clares@telusplanet.net>

Hello again

In regards to my previous email with the Proclamation for November as Family Violence Prevention Month, I am sorry to say there was a gremlin who got into the Rowan House logo and so it is posted incorrectly on the Proclamation. I have attached a corrected file. Sorry for the inconvenience.

Sherrie

Sherrie Botten

Executive Director

Region 3 Family Based Care Society

Rowan House Emergency Shelter & Eagle House Group Home

Phone: 403-938-6785; Fax: 403-938-0821

Email: r3fbcs@shaw.ca

_____ NOD32 3587 (20081105) Information _____

This message was checked by NOD32 antivirus system.

<http://www.eset.com>

Proclamation 2008.doc	Content-Type: application/msword
	Content-Encoding: base64

Family Violence Prevention Month

Whereas there are many people in Alberta who experience the impact of family violence; and

whereas the impact may be carried on from generation to generation; and

whereas all Albertans have a role to play in preventing family violence.

Now, therefore, I _____ do hereby proclaim the month of November 2008 to be Family Violence Prevention Month in _____.

I call upon citizens to speak out against family violence. I call upon you to make a difference by creating a culture of support for those impacted by family violence. And I call upon you to encourage all Albertans to help make our province violence free in 2008 and beyond. You can end the silence and stop the violence.

In witness whereof,

I have here unto set my hand this

Day of _____, 2008

(Name and Title)



**END the
silence** **STOP the
violence**

Young Parkyn McNab LLP
CHARTERED ACCOUNTANTS
#100, 530 - 8 Street South, Lethbridge, AB T1J 2J8
Phone (403) 382-6800 Fax (403) 327-8990 Toll Free 1-800-665-5034

October 27, 2008

Kris Holbeck, CA
Town of Claresholm
Box 1000
Claresholm, AB T0L 0T0

Dear Kris,

As you are no doubt aware, there have been very significant changes to the accounting and reporting requirements for municipalities in Canada. The level of change in the standards has been staggering! The good news is the team at YPM can help. We deal with these standards every day. We can help identify how the changes affect your organization's management and council and answer any questions you may have about the audit process.

We are hosting a municipal accounting and audit information seminar on December 2, 2008 for members of council as well as accounting and administrative personnel. The seminar will be held at the Lethbridge Lodge (320 Scenic Drive South) and we would like you to attend as our guest. We have attached a tentative agenda of the topics to be covered and the approximate time frame for the day. Although everyone is welcome for the entire session, the morning will be devoted to topics of interest to both council members and administrative and/or accounting personnel. A light lunch will then be served followed by the afternoon session where we will concentrate on those topics and concerns which most affect administrative and accounting personnel.

This seminar will be facilitated by George Virtue, Doug Mundell, Darren Adamson, Deb Sincennes, Ryan Holt, and Calvin Scott, all of whom are chartered accountants in our not-for-profit audit group. This session will be valuable for everyone involved in the financial reporting process in your organization - accountants, financial officers, council members, etc. Please feel free to bring as many people as you think will benefit!

In order for us to ensure we have enough materials and food for everyone in attendance, we ask that you **please RSVP to Florence Toeters by November 20, 2008** with the names of the people who will be coming from your organization.

(email florence.toeters@ypm.ca, phone 403-382-6800, or fax 403-327-8990)

We look forward to seeing you on December 2 at the Lodge. If you have any questions about this seminar please contact any of the above individuals at 403-382-6800.

Yours truly,

YOUNG PARKYN MCNAB LLP



Partner

TABER • FORT MACLEOD • CLARESHOLM
VAUXHALL • *MILK RIVER • *PINCHER CREEK
* Denotes Part-Time Office

YOUNG PARKYN MCNAB LLP

Celebrating 75 years

Municipal Accounting and Auditing Update December 2, 2008 - Lethbridge Lodge

AGENDA

- 8:45-9:00 **Registration and Coffee**
- 9:00-9:15 **Introductions/Welcome**
George Virtue, CA - Managing Partner
- 9:15-10:15 **Hot Topics**
Calvin Scott, CA - Audit Manager
- Tangible capital assets scorecard
 - o How does your municipality measure up?
- George Virtue, CA - Audit Partner
- Understanding your financial statements
 - o Generally Accepted Accounting Principles
 - o Current presentation - December 2008 is the last year
 - o New financial statement presentation for 2009
- 10:15-10:30 **Break**
- 10:30-11:00 **Council Members - Topics of Interest**
Doug Mundell, FCA - Audit Group Director
- Council responsibilities
 - The role of the Audit Committee
 - Auditor responsibilities
 - Budgeting
- 11:00-11:30 **Fraud/Internal Control**
Darren Adamson, CA - Audit Partner
- Are you doing enough to protect your municipality's assets?
- 11:30-11:45 **How to Minimize Your Audit Fees**
Ryan Holt, CA - Audit Manager
- 11:45-12:00 **Questions?**
- 12:00-1:00 **Lunch** - Courtesy of Young Parkyn McNab LLP
- 1:00-1:15 **Reporting Requirements**
Deb Sincennes, CA - Audit Manager
- 1:15-2:45 **Topics of Interest**
Panel
- Tangible Capital assets - audit trail
 - Reserves vs deferred revenue
 - Transfers vs revenue/expenditure
 - Levying for a project, accounting for unspent funds
 - What else is new?
- 2:45-3:00 **Questions?**

Thank you to our Members & Clients

Communities
in Bloom

Claresholm Committee

**P.O.Box 2547
Claresholm, AB**

T0L0T0

October 27,2008

Mayor and Council
Town of Claresholm
P.O.Box 1000
Claresholm, AB
T0L0T0

Dear Mayor and Council:

RE: "CLARESHOLM WELCOMES YOU" SIGNS


Presently, to commemorate 100 years of Claresholm Fire Department, additions, so stating, are attached at the bottom to the two signs at the Town's approaches.

Presuming that the year long Fire Department commemoration will end on December 31st, 2008, we respectfully ask that **Communities in Bloom's** 2008 accomplishments be recognized by similar signage.

We attach visualization as to what we think would be appropriate, and we would have the signs done professionally, probably by the same sign painter that produced the Fire Department additions.

Thank you for your consideration

Communities in Bloom Claresholm Committee

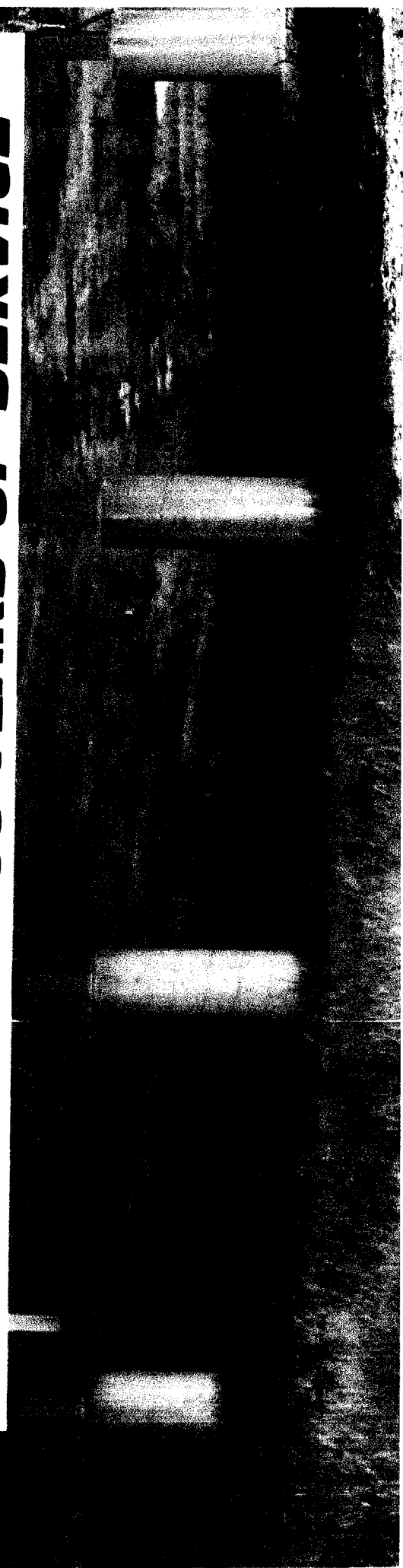

Arnold W. McAulay, Secretary

CLARESHOLM

POP. 3,700

ELV. 3,394'

**1908 CLARESHOLM FIRE DEPT. 2008
CELEBRATING 100 YEARS OF SERVICE**



CLARESHOLM

POP. 3,700

ELV. 3,394'



Communities in Bloom 2008





Nov 7th 2008

To Mayor Steele & Fellow Councillors

We would like express our interest in the purchase of the former CPR land behind our property 4810 1st E & 4726 1st E as well as the CPR property behind the Old Fox at \$20,000/acre. Enclosed is a deposit cheque for \$1000.00. The purchase of this property would assist us in achieving some goals in our business plans.

Thank You,

A handwritten signature in black ink, appearing to read 'Cody Fletcher', with a large, sweeping flourish at the end.

Cody Fletcher

Box 340
Claresholm, AB
October 27, 2008

Town of Claresholm
Box 1000
Claresholm, AB

Dear Council Members,

RE: Museum Board

For many years our family has been interested in preserving local artifacts that reflect the farming community in which we live. The Laing family built and maintained a private museum on our farm for over thirty years. The collection included antique cars, a Waterloo Boy tractor, a grain wagon, and many, many smaller items.

Now that we have moved into Claresholm I would be interested in volunteering to serve on the Claresholm Museum Board. I have previous board experience, having served as a National board member (Alberta representative) of the Evangelical Lutheran Women and also as Governor of the Western Canadian Ninety Nines, an organization of international women pilots. In the past, I have worked with Healthy Relationships, Healthy Community here in town.

Thank you for considering my name as an appointment to the Museum Board.

Yours truly,

A handwritten signature in cursive script that reads "A. Laing".

Anola Laing

October, 16, 2008

Town of Claresholm
P.O. Box 1000
CLARESHOLM, Alberta
T0L0T0

Dear Sir/Madam:

I would like to submit my name for appointment to the Claresholm & District Museum Board. I am a third generation resident of the Claresholm area and feel that the heritage our ancestors worked so hard to build is something that is very important and we should work just as hard to preserve it.

I feel I am qualified for this position as since retiring from active employment I have become involved with other various volunteer groups, such as Meals on Wheels, Porcupine Hills Lodge and Auxiliary to the Willow Creek Continuing Care Facility. Community involvement is very important to me and I would strive to do the best that I can to help your organization.

Yours truly



Anna Mae Mifflin
Box 823
CLARESHOLM, Alberta
T0L 0T0
403-625-2941

Box 812
Claresholm, Alberta TOL OTO
October 20, 2008

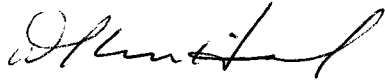
Town of Claresholm
Box 1000
Claresholm, Alberta TOL OTO

To Whom It May Concern

As someone who has lived in this community all my life, I am very interested in the history of the town and surrounding rural district. I would therefore like to apply for a position on the Museum Board.

Thank you for considering my application.

Sincerely,

A handwritten signature in black ink, appearing to read 'Donald L. Glimsdale', written in a cursive style.

Donald L. Glimsdale

CAO's Report to Claresholm Town Council
Re: 2009-2011 Capital Budget
27-Oct-08

2009-2011 CAPITAL BUDGET

SUMMARY

Council approval is required for the 2009-2011 capital budget (three years). Adjustments may need to be made to the three year plan as projects and costs change. The AMIP grant program finishes its five year term in 2009 and no correspondence has been received from Alberta Infrastructure if this grant program will continue so it has not been budgeted for after 2009 at this point in time.

INVESTIGATION

At Council's direction, Administration has slated in capital projects which achieve the Town's objectives of managed growth and the upgrading of existing services to residents.

Due to changes in costing for the South Sanitary Sewer project it has been rescheduled into 2010-2011. The previous amount budgeted for this project \$191,364 from MSI capital grant & \$603,110 from the AMIP grant program (total \$794,474) has been put back into the capital project pool to fund other current high priority projects. Initially the Town's portion of this project was estimated at \$800,000, however, with updated and more detailed cost projections from MPE Engineering the cost is now estimated at \$2,800,000 with the Town having to pick a minimum \$2,500,000 of this amount (after offsite levies are paid by the developers on their first phases).

The Main Pumping Station project which has a tendered cost of \$846,650 will be slotted in for fall 2009 to be the AMIP/MSI capital project that replaces the South Sanitary Sewer project in the short term budget process. The South Sanitary Sewer project has been added to the 2010 and 2011 projects and its viability and cost benefit will be looked at annually during the capital budget process.

CAO RECOMMENDATION:

Council review the three year proposed Capital Budget and ask any questions necessary in order to finalize the capital budget at the November 10th Council meeting.

Kris Holbeck, CA CAO Town of Claresholm

**TOWN OF CLARESHOLM: 2008 – 2011 CAPITAL BUDGET PLAN
ALL DEPARTMENTS**

PROPOSED CAPITAL PROJECTS REQUIRING APPROVAL

DEPARTMENT	PROJECT DESCRIPTION	CAT.	TOWN FUNDED PORTION	PREV. APPROVED BUDGET	BUDGET REQUEST	2009	2010	2011	2012	2013	TOTAL
Water	Pine Coulee Project	Ongoing	5,775,824	1,775,824	4,000,000	4,000,000	0	0	0	0	4,000,000
Sanitary Sewer	South Sanitary Main	Carried Forward	2,800,000	0	2,350,000	0	1,200,000	1,150,000	0	0	2,350,000
Water	Highway Pumping Station	New	846,650	0	846,650	846,650	0	0	0	0	846,650
Streets	Streets Improvements	New	74,000	0	888,000	296,000	296,000	296,000	0	0	888,000
Public Works	Capital Equipment	New	74,000	0	346,500	146,500	132,000	68,000	0	0	346,500
Sanitary Sewer	8th Street Sewer	Carried Forward	70,000	0	70,000	70,000	0	0	0	0	70,000
Total Projects			9,640,474		8,501,150	5,359,050	1,628,000	1,514,000	0	0	8,501,050

PROPOSED FINANCING FOR CAPITAL PROJECTS REQUIRING APPROVAL

	2009	2010	2011	2012	2013	TOTAL
Alberta Municipal Infrastructure Program	453,594	0	0	0	0	453,594
Municipal Sustainability Initiative	393,056	1,200,000	1,150,000	0	0	2,743,056
Other Government Grants	222,000	222,000	222,000	0	0	666,000
Contribution from Operating Budget	290,500	206,000	142,000	0	0	638,500
Debtenture Financing	4,000,000	0	0	0	0	4,000,000
Total Financing	5,359,150	1,628,000	1,514,000	0	0	8,501,150

**TOWN OF CLARESHOLM: 2008 - 2012 CAPITAL BUDGET PLAN
ALL DEPARTMENTS**

PROJECTS NOT FUNDED WITHIN 5 YEAR PLAN (per Cicon Engineering's Infrastructure Plan)

DEPARTMENT	PROJECT DESCRIPTION	TOTAL COST	2009	2010	2011	2012	TOTAL	
Water/Sewer	Sundance Subdivision	500,000	500,000				500,000	
Water	51st Ave Water Main	261,000	261,000				261,000	
Storm	Storm Water Mgmt	5,764,000	1,729,200	1,729,200	2,305,600		5,764,000	
Sanitary Sewer	Weeping Tile Project	240,000	80,000	80,000	80,000	80,000	320,000	
Sanitary Sewer	52 Avenue Replacement	705,000		705,000			705,000	
Water	47 Avenue Replacement	675,000		675,000			675,000	
Roads	Pavement Overlay	51,000		51,000			51,000	
Sanitary Sewer	Sewage Lift Station	551,000			551,000		551,000	
Sanitary Sewer	Replacement 1 block	420,000			420,000		420,000	
Water	Division Avenue***	471,000				471,000	471,000	
Storm	Division Avenue	191,700				191,700	191,700	
Roads	Division Avenue	748,000				748,000	748,000	
Water	Treated Water Storage	2,760,000				2,760,000	2,760,000	
Total Projects Not Approved			13,337,700	2,570,200	3,240,200	3,356,600	4,250,700	13,417,700

**TOWN OF CLARESHOLM
 CAPITAL PROJECTS UPDATE
 FOR THE YEAR ENDED DECEMBER 31, 2008**

PROJECT DESCRIPTION	BUDGETED COST	ACTUAL COST	VARIANCE	EXPLANATION
WATER METERS	\$466,805	\$479,679	(\$12,874)	Meters in public facilities added during project.
PATTERSON WATER LOOPING	\$378,721	\$390,515	(\$11,794)	New hydrant, rock excavation, 2 service line tie ins, 2 valves, high pressure gas main so moved water main across road.
HIGHWAY #2 WATER MAIN	\$655,473	\$684,769	(\$29,296)	Sidewalk replaced, additional concrete pipe found had to be replaced.
ANIMAL SHELTER BUILDING	\$15,000	\$25,754.19	(\$10,754)	No general contractor would quote, so used handyman at an hourly rate. Budget was unrealistic for project of this scope.
PINE COULEE RAW WATERLINE	NOT COMPLETED AT REPORT DATE			
MUSEUM EXPANSION	NOT COMPLETED AT REPORT DATE			

INFORMATION ITEMS



SUBDIVISION AUTHORITY MINUTES

October 27th, 2008
Town of Claresholm – Council Chambers

- Attendees:**
1. Shirley Isaacson - Council Member (Chair)
 2. David Moore – Council Member
 3. Kris Holbeck – Chief Administrative Officer
 4. Sharon Duncan – Member-at-Large
 5. Grant Jordan – Member-at-Large

Regrets:
Staff: Jeff Gibeau – Planner / Development Officer
Jeanne Burnham – Development Assistant

8:50 a.m. Call to Order

Item 1: Action

Subdivision Application

File: D2008.111
Name: Jim & Shirley Pedersen
Civic Address: 4817 4th Street West
4822 8th Street West
Legal: Blocks 58 & 59, Plan 147N
Regarding: Subdivision Application

**Motion to Approve
the Subdivision Application as
presented by the Oldman River
Regional Services Commission
by Grant Jordan**

**Seconded by
Sharon Duncan**

CARRIED

8:55 a.m. Adjourned

**Motion to Adjourn the Meeting
by Kris Holbeck**

Minutes Written by:  **- Jeff Gibeau**
Municipal Planning Commission Secretary

Minutes Verified by:  **- Shirley Isaacson**
Municipal Planning Commission Chairperson



MUNICIPAL PLANNING COMMISSION MINUTES

October 27th, 2008

Town of Claresholm – Council Chambers

- Attendees:**
1. Shirley Isaacson – Council Member (Chair)
 2. David Moore – Council Member
 3. Kris Holbeck – Chief Administrative Officer
 4. Sharon Duncan – Member-at-Large
 5. Grant Jordan – Member-at-Large

Regrets:

Staff: Jeff Gibeau – Planner / Development Officer
Jeanne Burnham – Development Assistant

8:29 a.m.

Call to Order

Item 1: Delegation

DELEGATION

Dennis McCarthy
Regarding: File # D2008.167

Item 2: Action

DEVELOPMENT PERMIT

File: D2008.150
Name: Hirano & Heaton Architects /
El Molino Foods of Canada Ltd.
Civic Address: 1 Alberta Road
Legal: Lot 5, Block 3, Plan 8510082
Regarding: Four Storage Bins / Silos

**Motion to Approve
by Councillor David Moore**

Seconded by Grant Jordan

CARRIED

Notes:

1.) *Development Permit Approval pertains only to the four storage bins / silos. The Municipal Planning Commission and/or the Development Department maintain that no approvals or unconditional guarantees are given regarding the on-street parking / unloading.*

Item 3: Action

DEVELOPMENT PERMIT

File: D2008.167
Name: Gerald and Gail Jackson
Address: 203 52nd Avenue East
Legal: Lot 1&2, Block 123, Plan 2496R
Regarding: Front Yard Minimum
Dimension VARIANCE for Deck.

**Motion to Approve
by Grant Jordan**

Seconded by Sharon Duncan

CARRIED



MUNICIPAL PLANNING COMMISSION MINUTES

October 27th, 2008
Town of Claresholm – Council Chambers

Item 4: Action

HOME OCCUPATION

File: D2008.173
Name: Beautify Mother's Forests Inc.
(Brian Chartrand)
Address: 34 Willow Road
Legal: Lot 17, Block 2, Plan 7410893
Regarding: Landscaping Business
(Sprinklers, Sod, Landscape,
Book-keeping Office)

**Motion to Approve
with conditions
By Councillor David Moore**

Seconded by Grant Jordan

CARRIED

Conditions:

- 1.) *The applicant shall adhere to the stipulations stated in Schedule 10, of the Town of Claresholm Land Use Bylaw 1384.*
- 2.) *Outside storage of goods and/or materials is prohibited.*
- 3.) *No person shall park a trailer upon a roadway unless the trailer is attached to the vehicle by which it may be drawn as per Town of Claresholm Bylaw # 1429, Section 104 (10).*

Notes:

- 1.) *As per, Schedule 10, Section 10 of the Town of Claresholm Land Use Bylaw 1384, Municipal Planning Commission would like to emphasize that all permits issued for home occupations may be subject to periodic reviews and may be revoked if the Municipal Planning Commission determines that the use has become detrimental to the residential character and amenities of the neighbourhood.*



MUNICIPAL PLANNING COMMISSION MINUTES

October 27th, 2008
Town of Claresholm – Council Chambers

08:50 AM

Adjourned

Motion to Adjourn
by Kris Holbeck

Minutes Written by: _____

- Jeff Gibeau

Municipal Planning Commission Secretary

Minutes Verified by: _____

- Shirley Isaacson

Municipal Planning Commission Chairperson

Porcupine Hills Lodge

BOARD MEETING
Minutes of Meeting
September 2, 2008

PRESENT: Earl Hemmaway, Shirley Isaacson, Michelle Day, Audrey Hoffman, Hazel Johnson, Karen Bishop, Anna Mae Mifflin, Karen Florence, Jeanette Vegter

ABSENT:

1. **Earl Hemmaway called the meeting to order.**
2. **Additions to agenda: Southern Zone Meeting
Maple Leaf Situation
Treadmill**
3. **Acceptance of Agenda – Shirley Isaacson made a motion to accept the agenda as presented. All in favor, carried.**
4. **Minutes of Last meeting – Audrey Hoffman made a motion to accept the minutes of the June 24, 2008 meeting. All in favor, carried.**

5. Reports

5.1. Manager's Report

-Business Arising from Report:

Outstanding Items

Paving of Pathway – 3.25 sq/ft looking at \$11,000.00. Still being looked into. Look into funding from service clubs. Elks and Kinsmen will be asked.

Casino update – Grant money in. \$1,200.00

Residential Manual – still working on out-back

Lodge Waiting List – 26

Supportive Living – 11

Water Booster Tank Update – ongoing

Water Infrastructure Town of Claresholm – letter was approved

Conditional Assessment Tour (Alberta Infrastructure/Community Supports)- Bryan McGee called and we will have an inspector come to the lodge to look at square footage and what needs to be updated over a 5-10 year period. Michelle will inform us of the date.

NEW BUSINESS:

LAP Increase – January 2009 – 225.00 to 247.50 (January 2009 Budget)

Benefits Comparison – meeting with AUMA and Sunlife representatives on September 16

Couples Costs in end room – ongoing

Client Profile Surveys- Done & submitted (needs to be done by August 31, 2008)

WCB/CCSA meeting & Update (Sandy Carly) – CCSA Continuing Care Safety Association is an organization connected to WCB. Offers reductions on WCB premiums. Takes 6 months to a year to implement.

Outside bath service (Liability Letter included) – Was approached by home care to provide this service in the lodge. Charging \$5.00 a bath. We only have 2 people at the present utilizing this service. No conflict with bath schedule at the lodge.

Lori Michealchuk Tour – Came to look at supportive units at the back.

Alberta Seniors & Community Supports Conference (September 18-19)- In Calgary this year. \$150.00 for conference.

Shirley Isaacson made a motion for Michelle to attend the meeting, all in favor, carried.

October Budget Submission – for next meeting

APHAA Fall Conference Oct 6-8th - Michelle would like to attend as well but falls at same time as our board meeting. Cost is \$ 475.00 for members.

Anna Mae Mifflin made a motion for Michelle to attend the APHAA conference. All in favor, carried.

Southern Zone Meeting – October 22 in Pincher Creek at the Heritage Inn

Maple Leaf Situation – 2 products were served prior to announcement. Have been monitoring residents. Products are added to the list everyday. Residents to inform of any flu like symptoms. 70 day incubation period.

Tread Mill – Request for exercise equipment namely, treadmill. Liability issues. Michelle to check into.

Resident Survey – to be looked at October meeting.

Karen Bishop made a motion to accept the manager's report as presented. All in favor, carried.

6. Recreation Report – as per report. Carolyn Boyle is our new Recreation Director. New Printer installed.

Anna-Mae Mifflin made a motion to purchase a new printer for recreation. All in favor, carried.

Hazel Johnson made a motion to accept the recreation report as presented. All in favor, carried.

7. Maintenance Report – everything going well.

Freezer Update – temperature problem, needed new gage.

Water taps for Kitchen – asked George to come in to fix and did a temporary fix. We waited all summer for a part. Now fixed.

Shirley Isaacson made a motion to accept the maintenance report as presented. All in favor, carried.

8. Financial Report – as per report.

Jeanette Vegter made a motion to accept the financial report as presented and pay the bills. All in favor, carried.

9. Committee Reports: Tabled

Karen Bishop made a motion to table until the next meeting. All in favor, carried.

Policy

Management Policies – Done

Employee Policies –

10. Correspondence –

LAP Grant Increase Letter

CIP Lottery Acceptance Letter

Licensed Supportive Living Letter (Accommodation Letters)

Condition Assessment Letter

On Line Public Reporting information

Community Spirit Program – Lodge could benefit

Health Inspection Website

Town to look at pedestrian crossings in front of lodge

Shirley Isaacson made a motion to adjourn the meeting.

Next meeting – Wednesday, October 15, 2008

Porcupine Hills Lodge

BOARD MEETING
Minutes of Meeting
October 15, 2008

PRESENT: Earl Hemmaway, Shirley Isaacson, Michelle Day, Audrey Hoffman, , Karen Bishop, Anna Mae Mifflin, Karen Florence

ABSENT: Hazel Johnson, Jeanette Vegter

1. **Earl Hemmaway called the meeting to order.**
2. **Additions to agenda: Claresholm Transportation Drivers
Kitchen & Fire Inspection
Snow Removal**
3. **Acceptance of Agenda – *Shirley Isaacson made a motion to accept the agenda as presented. All in favor, carried.***
4. **Minutes of Last meeting – *Karen Bishop made a motion to accept the minutes of the September 2, 2008 meeting. All in favor, carried.***
5. **Reports**
 - 5.1. **Manager's Report**

-Business Arising from Report:

Outstanding Items

Paving of Pathway – done and we did not have to pay for it. Town of Claresholm paid for it with other paving projects.

Residential Manual Outback– not started yet

Lodge Waiting List – 31

Supportive Living – 12

Water Infrastructure Town of Claresholm – follow-up with Mike at Town

Conditional Assessment Tour (Alberta Infrastructure/Community Supports)- 2 day tour – assessment for cost analysis for upgrades. Report will be coming in 2009. 2 Engineers reviewing lodge.

Benefits Comparison – met with rep from AUMA and put in budget

Couples Cost in End Room – need a breakdown of rental costs

PIR/COR Update (Southern Zone) – talked to Southern Zones and will be brought up at Southern Zones

Attainable Housing Survey Findings – Interesting – Michelle talked on the Government Direct Rent Supplement

Resident Survey – we need to do a resident satisfaction survey. Michelle does have generic surveys we could use. We have a volunteer to help the resident's fill out. Michelle will get a survey ready. This should be done consistently.

Kitchen & Fire Inspection – passed both.

NEW BUSINESS:

Emergency Bell in Common Areas – pull cord put in smoke room.

CPR of Staff – all staff are getting CPR and First Aid. We have found a new re-certification person from Crowsnest Pass that we can use.

Food Portions & Quality of Food – rectified by staff asking each resident if they want 2nds before staff eat.

Resident Solicitation and unwanted visitors – sign on front door and staff are aware to watch out for.

Follow up letter to concerns from Sept 2 Meeting – Michelle to draft up a letter to the people with complaints stating that all their concerns have been dealt with.

Staff Christmas Party Legion Dec 12 – about \$13.50 per plate for supper, We have a country band booked for \$400.00. All staff are excited. FCSS and Transportation may join us.

Southern Zones Meeting October 22 – info - Pincher Creek.

Michelle asking to bring forth to Southern Zones to increase LAP grant. **Audrey Hoffman made a motion that the Porcupine Hills Senior Foundation put forth a motion to the Southern Zones that the Lodge Assistant program grant funding be increased by Alberta Seniors to \$9.75 . All in favor. carried.**

Grants Course in Lethbridge – great

Raccoon/Bear Incident – info - Rena Bell is doing fine. Staff did an excellent job.

Aging in Place Contract – Has not been looked at in 8 years. Michelle has fixed the problem and it now should be looked at every year.

Government Releases Funding - M&K Homes will give us new quotes for the additional units - Michelle is applying for the second time.

Alberta Seniors Lodge Modernization and Renovation – grant due on November 17. Government will pay 50% of any upgrades that need to be done. ie: new blinds in rooms - \$6,000.00, new locks etc

Protection for Persons in Care (Investigation) – Michelle is being investigated for abuse. October 20 official will be down to interview Michelle and staff, everything is documented.

Capsule of Life – Emergency Protocol – residents filling out documentation. Lodge staff does not contact family, the hospital will.

Transportation Society – wants to know what the lodge is going to pay the driver of the bus or if we are going to pay them. Could the Go-Getters pay for this? Go-getters meet four times a year. Audrey Hoffman will go to their meetings. Society wants \$13.50 per hour for the driver to be paid. This cost be covered through the recreation budget.

Shirley Isaacson made a motion to pay the driver of the bus on recreation outings \$13.50 an hour. All in favor, carried.

Karen Bishop made a motion to appoint Audrey Hoffman as the representative from the Board for the Go-Getters. All in favor, carried.

Life Line – does any resident have a life line at the lodge. No residents have one. Life lines are \$15.00 per month. The Life Line is in the process of getting new systems. For Info and Michelle to review.

Snow Removal - Dale interested in doing it but will need the equipment. Michelle to approach Tony to see if he is interested again to be paid by hour.

Karen Bishop made a motion to contact Foothills Home Improvement about Snow Removal. All in favor, carried.

Shirley Isaacson made a motion to accept the manager's report as presented. All in favor, carried.

6. Recreation Report – as per report. Doing great.. Resident Family Supper December 20. Larry Ford to perform. Power Point presentation.

Anna Mae Mifflin made a motion to accept the recreation report as presented. All in favor, carried.

7. Maintenance Report –Dale doing a fantastic job and is very busy getting everything up to speed, helping with quotes etc. Very efficient.

Audrey Hoffman made a motion to accept the maintenance report as presented. All in favor, carried.

8. Financial Report – as per report.

2009 Budget submission –

Anna-Mae Mifflin made a motion to approve the budget as presented. All in favor, carried unanimously.

Shirley Isaacson made a motion to accept the financial report as presented and pay the bills. All in favor, carried.

Earl presented a bill from North & Company for \$1,378.13 for services rendered and will be paid.

9. Committee Reports:

Karen Bishop made a motion to table until the next meeting. All in favor, carried.

Policy

Management Policies – Done - pertains to the Board.

Karen Bishop made a motion to approve the Management Policy Handbook. All in favor, carried.

Employee Policies – will be done next meeting

10. Correspondence –

-Alberta Seniors & Community Supports – Increase in LAP by 10% retroactive to April 1, 2008

-Alberta Seniors & Community Supports – 15.6 million capital grant program – Lodge modernization – pay 50% of upgrades

-Alberta Seniors & Community Supports – 78 million capital grant program – for new supportive living project.

Karen Bishop made a motion to adjourn the meeting.

Next meeting – Wednesday, November 4, 2008

Recreation Report

October 2008

- October 1 - We started out with a bang with Don & Ruth who entertained with a Western flavor of music. It was well attended and enjoyed!
- We finished making apple pies. However, we plan to make some fruit pies since pie sales are so good and the ladies seem to all have a good time putting them together. Someone has mentioned it was like being at an "old fashioned baking bee."
- October 6 -The CNIB has been very well attended by the community and a few come out from the lodge. They meet the first Monday of the month. Lots of encouragement and good ideas are shared.
- Oct. 2 & 21 -Stefan Ulrich, chaplain, continues to visit with residents and is well liked by all.
- Oct. 9 & 23 -Gladys Suttcliffe comes in to read old time stories. It is well attended and enjoyed. Her faithfulness in coming every other week speaks volumes. Her decorating of the billboards in the hallways adds a nice warm touch to the Lodge.
- The Barley's social is attended very well and the residents enjoy the chitchat around the table as well the various refreshments that are available to buy.
- Oct. 14- the voting booths were brought in to the lodge for the residents. Good participation.
 - Oct.15 – Wheelchair dancing at the legion. The auxiliary and a few from the community also participated in this. We had about 6 residents attend from the lodge. A few got up and danced and others just soaked in the old time music played by the Meadow Creek Band. Others saw old time friends and had a good time catching up on the were their lives left off when they last met or reminisce off the old days. I suggested to the Legion that they should perhaps do the wheel dances 4 times a year instead of just the two.
 - Loonie bingo is going strong and well attended.
- Oct.20 – A group of 8 residents were taken to Lethbridge to shop. We the Park side Mall; we lunched at Smithy's, then when on to Wal-Mart, Nutter's and the Dollarama. We shopped till we dropped. I've heard that they really enjoyed the day shopping.
 - Oct.23. – High River Seniors Glee Club came in to bring music and chuckles.
- Oct. 24. - We attended the Baptist Friendship Luncheon. This month they had the Chief Administrative officer, Kris Holbeck speak about planned and completed changes to the town. Also a lunch was served at the cost of \$6. It's well enjoyed.
- Oct. 24 – Shirley's Social is looked forward to, for a time of getting together, visiting and their favorite drink.
- Oct.27. - Our visit with the Silver Willow Lodge was cancelled due to renovations. However, is rescheduled for Nov. 1. We are planning to carve pumpkins for Halloween filling bags for Halloween night.
- Oct.28 -We're having "Pampered Chief" in to demonstrate some kitchen gadgets and also get the residents involved helping to make "Taffy Apple Tarts" as an activity.
- Oct.29 – Music with Friends of Willow Creek are coming to lead an old fashioned sing along. This has been well attended and enjoyed.
 - Oct.29 We has the highlight of the month "Birthday Bingo. " Which also includes music with Larry Ford who plays some good old toe tapping songs. I thought perhaps we should make a dance floor available for those who would like to dance.
- Oct. 30 we will have Cynthia Hopkins singing some musical selections and lunch later.
- Oct.31-50 grade 2 children will be coming to show off their Halloween costumes and finishing off the morning with homemade Halloween cookies. Later on Halloween treats will be handed out in the evening as trick or treaters come to the Lodge.
 - Dec. 12 – Staff Party at the Legion
 - Dec. 17- Resident &Staff Dinner
 - Dec.20- Resident & Family Dinner

**EDO Tourism Working Group
October 6, 2008 – Casa Roma, Claresholm
1:30 – 4:15 pm**



Present

Shirley Isaacson, EDO-AlbertaSW Board/Secretary Treasurer, Claresholm
Ted Smith, AlbertaSW Board/Chair, MD of Pincher Creek
Gordon MacIvor, EDO, Fort Macleod
Mary Ellen Whyte, EDO, Pincher Creek
Sacha Anderson, CF Crowsnest Pass
Tony Walker, CF Alberta SouthWest
Kate Zia, Contractors for Alberta SouthWest Regional Alliance
Chris McKnight, Tourism Contractors for Alberta SouthWest Regional Alliance
Maureen Webster, Alberta Finance and Enterprise-Regional Development Branch

Minutes

1. Shirley Isaacson Chair - Call to order 1:38 pm - Introductions

2. Ad sales to date [Information Item]

- Kate has focused on renewals for advertising in the 2008 guide. Sixty-five have committed and invoicing has been distributed. [Total value \$44,232.50]
- Remaining advertising space to be sold is in the amount of \$13,000-15,000. This would bring advertising sales up to approximately \$59,000
- Current economy is playing a part in the success of attracting 'new advertisers'
- Cardston update - 6 of existing advertisers have declined this year, Chris McKnight has been to Cardston twice over the past several weeks and has not had any success in sales.
- Crowsnest Pass, needs to fill 5 more ad spaces
- Pincher Creek needs to fill one advertising space
- Cowley has potential
- Waterton response is good
- Fort Macleod needs to fill 3 advertising spaces
- Claresholm looking for more advertisers
- Chris/Kate suggests approaching Cowboy Trail for space trade.
- End of the month is deadline for ad sales, however, extension possible.

3. Proposed cover shot and title

Consensus from the group was in favor of Kinetics negotiating the use of Kim Taylor's photography as presented for the 2009 travel guide. With the assurance Kinetics will contact the photographer to ensure the photos are from one of our participating member communities.

- Many reasons why people come to Alberta SouthWest one of the prominent reasons is the 'Authentic Western' experience. Kinetics has contacted a prominent photographer, Kim Taylor, from the Bragg Creek area, who specializes in photo's with a 'Western' flare in and around the ranches of

Alberta SouthWest. The photographer is open to negotiating the use of 3 or 4 photos to Alberta SouthWest for \$1200 – 1500 with unlimited use. Kinetics feels this is an exceptional deal as many photographers will not release to unlimited use or their cost is much higher than Kim Taylor's quote.

- The 'proposed' cover picture for this year is of horse riders against the mountains was approved.

4. Recommended designer and printer

Consensus from group supports the following recommendations:

- Kinetics is recommending Averie Moppett as designer for the 2008 Guide. Previous work experience with this designer has been a very positive experience, Averie's pricing is competitive and her professionalism and quality of work is exceptional.
- Kinetics recommends using Calgary Colour Press; they do good work, in addition, they provided storage space and shipping was included in cost.

5. Estimated production costs (including images)

- Estimated Costs

\$18,000 – Design/layout

\$1500 – Images

\$39,565 – Printing

\$14,000 – Distribution

TOTAL \$73,065

- Suggestion to Kinetics to look into hiring someone to deliver guides to advertisers. (Youth Groups?)
- Discussion regarding Cost of production and Sales being generated.

Sales = 59,000 Guide costs = \$73,065 How will the (\$14,065) shortfall be covered?

Ted suggested it is possible membership fees from communities could be used to off set the difference.

Kinetics clarified the trade show administrative fees off set a portion of this cost.

Pages of guide can be reduced if generated sales do not meet cost of production to ensure project sustainability.

6. Trade Shows

- Travel Alberta back in the tradeshow coordination business. Tradeshows coordinated by Travel Alberta will not be coordinated by Kinetics. Communities or businesses who want to participate in one of the tradeshows coordinated by Travel Alberta must contact Travel Alberta directly.
- Kinetics has circulated the list of tradeshows that they will coordinate. The list is comprised of shows typically attended by Alberta SouthWest communities and partners. The list does not include the 'Nationals at Spruce Meadows' as Kinetics feels it will be one of the shows picked up by Travel Alberta.

7. Suggested layout/content changes

Consensus from group supported the following recommendations:

- New image, message and title for introductory photo editorial (Suggestion: Alberta SouthWest: Spectacular Scenery, Amazing Adventures, Unforgettable Memories...)
- Re-order layout to place photo editorial before community pages; ads last by community
- Improve images and increase size of images on community pages
- Consider adding a photo editorial on camping, and increasing information on ATV'ing (based on trade show inquiries)
- Add takeouts to any large body of text for focus/interest
- Consider adding tips for tourists from locals in each community section + their pics.
- Suggestion to use small text copy to redirect people to the website, include a code that is required to enter a contest.

8. Proposed production schedule

August/September – ad renewals

October – new ad sales and new design concept

November – edits/updates, new copy, image selection, layout

December – proofing and final revisions (sign off for printing)

January – printing and shipping

Note: we have 16 boxes of 2008 guides for first two trade shows in 2009, and distribution of 2009 guide begins in March

9. Recommended distribution providers and costs

Consensus from group supported the following recommendations:

30,000 to InterWest (Calgary) – for distribution to AB, BC and Sask.

20,000 to Certified Folder (Surrey) – for Pacific NW US distribution

10,000 to Trade Shows

5,000 to Tourism Calgary

2,500 to CanaDream RV Rentals

Balance of 2009 guides to select other locations not served by distributors; bulk copies to our advertisers; copies for marketing efforts; 2009 guides for early 2010 trade shows

10. Proposed 2009 trade shows and Travel Alberta group bookings

See trade show menu handout for shows Kinetic will coordinate.

Travel Alberta will resume bulk booth bookings for four shows (only one of interest to Alberta SouthWest is Calgary RV Show)

May consider additional bulk bookings based on success of this initiative.

11. Travel Alberta trade show documentation requirements

Signed contract

Cheque for proof of payment for booth costs

Proof of expenses: Provide the following information for all persons who staff your booth

Distance from home base location (+ gas receipts)

Documented travel/accommodation/food expenses + all receipts (indicate if staff stay and eat with family or friend)

Interim and Final Evaluations (the TDR wants to know to what extent the expense trade shows helps you achieve your tourism marketing objectives (provide good news)

Note: expenses must at least equal booth costs for participants to be eligible for reimbursement of 100% of booth costs

12. Insurance certificates

Macleod Agencies will have Wawanesa Insurance (last year's insurance provider) provide a quote once show list is confirmed.

Cost approx. \$1,500 for eight shows (certificate issued per show)

13. Adjourn 4:15 pm

Alberta SouthWest Regional Alliance Ltd.

Board of Directors Meeting
Thursday, September 25, 2008
6:30 pm

Provincial Government Building, Pincher Creek



Directors Present

Dr. John Irwin, Vice-Chair
Shawn Patience, Chair-Communications Committee
Shirley Isaacson, Secretary Treasurer
Randy Janisko, Chair-Shared Services Committee
Dave Smith, Chair-Business and Industry Committee
Phil Wakelin, MD of Willow Creek
Roger Clark, Glenwood
Gary Mills, Pincher Creek

Regrets

Ted Smith, Chair
Ron Hanson, Granum
Barney Reeves, Waterton
Gentry Hall, Stavely
Linda Findlater, Cowley

Resource Partners Present

Sacha Anderson, Community Futures Crowsnest Pass
Tony Walker, Community Futures Alberta Southwest
Mary Ellen Whyte, EDO Pincher Creek
Bev Thornton, Alberta Finance and Enterprise
Maureen Webster, Alberta Finance and Enterprise

Regrets

Gordon MacIvor, EDO Fort Macleod

Vice-Chair, Dr. J. Irwin, called meeting to order at 7:05 pm

Introductions and welcome to Tony Walker, new manager at Community Futures Alberta Southwest

1 Approval of Agenda

Moved by Gary Mills THAT the agenda be accepted as presented.

Carried [2008-09- 058]

2 Approval of Board Minutes [ATTACHMENT A]

Moved by Gary Mills THAT the minutes of the meeting of April 26, 2008 be approved as presented.

Carried [2008-09- 059]

3 Expenditures [ATTACHMENT B]

Budget and Operations Update (handout)

- Treasurer presented, a summary of projects and funds committed as of September 15, 2008 as information

Moved by Shirley Isaacson THAT the cheque register be approved as presented.

Carried [2008-09- 060]

5 Immigration Contract Extension [ATTACHMENT C]

Moved by Shirley Isaacson TO ratify the motion approved by the Executive Committee (via email) THAT the Board approve spending up to \$3,000 to contract with Rick Matheson, Ranger Contract Services, to continue to provide immigration and marketing liaison service for the region until the end of September.

Carried [2008-09- 061]

6 Tourism [ATTACHMENT D]

- Kinetic Communications

Moved by Gary Mills THAT Alberta SouthWest extends the contract with Kinetic Communications to March 31, 2009.

Carried [2008-09- 062]

- Tourism Working Group

Due to changes in staff, we require broader regional representation on the Tourism Work Group.

Current representatives include Gordon MacIvor, Mary Ellen Whyte, Shirley Isaacson and Sacha Anderson.

Alberta SouthWest directors will recommend representation from their area.

Next meeting date is October 6 at 11:00 a.m. in Claresholm.

Shirley Isaacson volunteered to book a venue. **Maureen** will send meeting notice during week of Sept 29th.

7 Project and Administration Support [ATTACHMENT E]

- Advertisements appeared for 3 weeks in all local papers requesting expressions of interest from individuals and agencies with interest and skills to work on projects and provide administrative support; the responses will result in a resource list for AlbertaSW.

Thirteen submissions from throughout the region have been received. The closing date is October 3, 2008.

Alberta SouthWest Regional Alliance Ltd.

- 8 REDA Visioning Process
- A review of the REDAs, to determine the strategic direction, was initiated by the province. Dr. John Irwin is a member of the Steering Committee and reported on a video-conference meeting held September 22. That the results of the process should provide a "blueprint" to promote communication efficiencies between REDAs and other regional authorities. A REDA Chairs meeting tentatively set for October 1 will not be necessary.
- 9 Project Updates
- National Geographic "Crown of the Continent" website (handout)
Monthly Unique Visits for the period of May - August 2008 peak at 19,128 Visits for August with a daily average of 617. 4,053 people have ordered free copies of the Map Guide
 - Alberta SouthWest website (handout)
Total Monthly Visits for the period of Jan - August 2008 = 110,645, representing an Increase of 35% from the same period last year; daily average visits for this period = 453
Broad overview of geographical stats indicate the largest percentage of visits originate from visitors registered in the United States. Canadian visits show 56% from Alberta, and 27% from British Columbia.
 - SAAEP (handout)
A Joint Meeting of the Sponsor Organization Boards (AlbertaSW, SouthGrow and EDL) was held September 11, 2008. There is support to continue moving forward with the partnership. Senior officials of Alberta Finance and Enterprise recognize that this initiative will require dedicated resources to capitalize on the potential.
 - Reel Adventures Alberta Movie Maps (handout)
Update on project was provided, including a list of newspaper and magazine articles that have features this initiative. [News article from Crowsnest Pass will to be added to list of local news articles.
Sacha will forward the article from Crowsnest Pass newspaper to add to the list.
- 10 Community Updates provided from the communities of Fort Macleod, Glenwood, MD of Willow Creek, Cardston, Cardston County, Crowsnest Pass, Claresholm, Pincher Creek.
- 11 Upcoming Meeting Dates and events
- Tourism Working Group – October 6, 2008, 1:30pm, Casa Roma, Claresholm.
 - Communication Committee – October 15, 2008, Fort Macleod, 6:30 pm; dinner provided.
 - Business and Industry Committee – October 16, 2008, 6:30 p.m., Cardston dinner provided.
 - Shared Services – at the call of Committee Chair
 - Regional Tourism Meeting – October 20-21, 2008, Lethbridge (invitational; 2 representatives from AlbertaSW)
 - CED Training – November 7, 2008, 9:00 am – 4:00 pm, Heritage Inn, Pincher Creek
 - Board REDA Consultation Session: at the Call of Board Chair; suggested date November 27, 2008, 6:30 pm.
- 12 Meeting Adjourned 9:10 p.m. Moved by Shawn Patience THAT the meeting be adjourned.
Carried [2008-09- 063]

Minutes approved by:

Chair

Date

Secretary/Treasurer

Date

**Minutes of FCSS Board Meeting of September 18th, 2008
Town Office 7 PM**

Present: Shirley Isaacson, Connie Quayle, Tara Bishoff, Debbie Goeseels
Regrets: Allison McKee, Earl Hemmaway, Danielle Slettede

Without quorum motions were made and will be recommended at next meeting when there is quorum.

1. Approval of agenda was moved by Connie **Motion 0901:08.**
2. Minutes from meeting of June 19th, 2008 were reviewed with no changes or corrections noted. **Motion 0902:08** was made by Tara to accept the minutes of June 19/08 as presented.
3. Financial: statements from Town for the period Jan. 1 – Aug. 31/08 were reviewed. Shirley and Debbie had reviewed 6 month statements and it appeared that we were at about 50% of projected revenue and expenses. Connie moved to accept financial information as presented; **Motion 0903:08**
4. Review of correspondence from folder resulted in motions listed under (point 8), New Business..
5. Staff reports were reviewed from: Resource Centre, Director, Outreach Program Coordinator. Tara made a **Motion 0904:08** to accept staff reports as presented.
6. Sub-committee reports - none. Debbie reviewed the committees and we have neglected to have new board members volunteer for a committee. However we need the following done: Policy & Procedure Committee – it's time to review and update the manual. Financial – need to draft a 2009 budget and plan for funding applications ASAP.

This item will be put on the agenda for next meeting.

7. Old Business:
 - 7.1 Strategic Planning – review notes from June 19th. Motion to accept Vision and Mission statements?

This item was tabled to the next meeting for full board review.

8. New Business:
 - 8.1 Business arising from correspondence or staff reports
 - 8.1.1 Discussion of CPEF Kananaskis October – who should go? Board members have indicated they cannot attend. It's a nice conference with all expenses paid. Debbie will attend and will offer a spot to Lois to attend since she has been on staff longest after Debbie. *Danielle*
 - 8.1.2 FCSSA conference November was discussed and Connie moved that no one from our program attend this year.

Minutes approved (initial):

Chair

Director

...Continued

- 8.1.3 AASCF Membership is \$150.00 for an Associate membership. Tara moved **Motion 0905:08** to buy a one year membership and see if we find it valuable.
- 8.1.4 Discussed joining the Porcupine Hills Lodge and Transportation Society for a staff Christmas party this year, (Dec. 12th?), Michelle Day estimates it will cost about \$20.00 per person. **Motion 0906:08** was made by Tara to have a joint staff party with the Lodge.

8.2 Connie made a motion, **Motion 0907:08**, to approve staff pay increases as follows:

- Debbie Goeseels – reviewed by personnel committee; and a raise was given for July 1st effective date. (6% increase)
- Lois Mackintosh – 1 year (request increase to \$16.50 per hour, effective August 1/08)
- Kaye Mellon – 6 month (request increase to \$15.00 per hour effective August 1/08)

9. There was no other business:

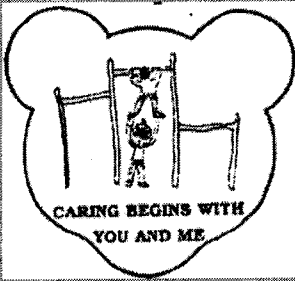
10. Debbie is away the 3rd week of Oct. so an alternate date of Monday, October 20th was agreed upon and written on the Town council calendar to book council chambers.

11. Meeting adjourned at approximately 8:15 PM.

Minutes approved in full – 2 pages

Chair

Director



Principal's Update

Claresholm Elementary School

Monday, October 27



Principal
Mr. K.
Hewson

This weekly update is intended to keep parents and community informed of the learning and events happening at Claresholm Elementary School. If you would like to be added to the email list for this update or have any questions or comments, please email Mr. Hewson at ahewsonk@lrzd.ab.ca or phone the school at (403) 625-3371.

Week at a Glance

Monday, Oct. 27	Picture Retakes
Tuesday, Oct. 28	Hot Dog Day
Wednesday, Oct. 29	
Thursday, Oct. 30	Pizza Day
Friday, Oct. 31	Assembly—9am Halloween

Claresholm Elementary School

Box 728
Claresholm, AB
T0L 0T0
Phone: (403) 625-3371
Fax: (403) 625-4920
s-ces@lrzd.ab.ca
www.lrzd.ab.ca/schools/ces

Claresholm is the Place to Be!



That's the name of our new school song, written last Thursday by our students along with singer/songwriter Bobby Boogaloo. We had a great day filled with music, fun and pride in our school! Photos from the day and the Family Boogie Night will be posted on our school website this week.

The school song is currently being produced by Bobby and will be available on the school's website as soon as it's available.



It was fantastic to see the number of families who joined us for a great Family Boogie Night last Thursday. The gym was absolutely packed (and hot!) with a number of dancers of all ages (including some chicken-dancing dads!!).

A very special thanks goes out to members of our school's Effective Behaviour Supports team—the evening would not have been possible without the hard work and dedication of Ms. McGrattan, Mrs. Olsen, Mrs. McPhail, Mrs. Bronson and Mrs. Tolley!



If you're still interested in purchasing a CD pack of Bobby's tunes and our school song compilation for \$20, please complete the order form sent out by email on Monday or contact the office. We hope to have all our orders completed by Friday.



Looking Ahead...



- Oct. 27 Picture Retakes
- Oct. 31 Halloween and School Assembly—9:00 am
- Nov. 10 Divisional PD Day—no school for students
- Nov. 11 Remembrance Day—no school



A New Report Card is Coming

On November 20, report cards will be coming home to students with a new look and a number of improvements to provide even more information to families about their child's learning progress.

We are currently looking for 3 to 8 parent representatives to serve as a focus group to examine the new report card prior to it being sent home. Parents who are selected will participate in one review meeting to learn about the report card and offer feedback. **If you are interested in participating in this focus group, please contact Mr. Hewson by Friday, October 31.**



Halloween Activities

On Friday, October 31, classrooms will be involved in different Halloween activities throughout the day, including our October monthly assembly at 9:00 am. **Students may arrive at school wearing their costumes.**

Classroom activities will be planned for the day—if you have any questions, please contact your child's teacher.



November
2008

Claresholm Elementary News

Claresholm is the Place to Be!

On October 23, our school students and staff became songwriters for a day, joining with Bobby Boogaloo to create a school song! Using our Growing with Respect theme, we were able to create a very catchy song that has a strong message of pride and respect for Claresholm Elementary.

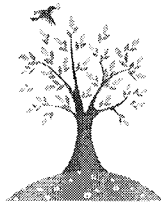
Once Bobby completes the production of our song, we will be sharing it with families and posting a version on our website!

Following the day of songwriting, we were excited to see so many families join us for our first Family Boogie Night!

Claresholm is the Place to be (Caring Begins with You and Me!)

CHORUS

Claresholm is the place to be
Caring begins with you and me
Captain Respect is in the air
Leading the way everywhere
We're branches of our community
Like our Growing with Respect TREE!
You and me!
We're friendly!
Family!
Oooooooweee!



We've got the courage to do what is right
Be true to yourself and follow your light
Working together keeps us connected
Life is great when we're all respected – do-do-do-do-do-
doo! Ohhhh!

CHORUS

Everyday's a new adventure – you know we love to learn
Be a friend to make a friend – we all take our turn
We can spread our kindness to everyone we see
How far it goes nobody knows so smile and be happy–
do-do-do-do-do! Ohhhh!

CHORUS plus END –

WE ARE CLARESHOLM ELEMENTARY!

A very special thank you to
Ms. McGrattan, Mrs.
Tolley, Mrs. Bronson, Mrs.
Olsen and Mrs. McPhail
for their hard work setting
up for Bobby's visit and
supervising and
coordinating the Family
Boogie Night.



The creation of our school song is part of the ongoing work our school has engaged in to support Effective Behaviour Supports (EBS). By promoting positive relationships, clear expectations and proactive supports for students, we are ensuring our school is a safe and caring place to learn for all!

**Claresholm
Elementary School**

5318—2nd St. W.
Box 728

Claresholm, AB
ToL oTo

Ph: (403) 625-3371

Fax: (403) 625-4920

Email: s-ces@lrsd.ab.ca
www.lrsd.ab.ca/schools/ces

Mark Your Calendar

November 7
Remembrance Day
Assembly @ 11:00

November 10
Divisional PD Day
No school

November 11
Remembrance Day
no school

November 18
School council
@6:30

November 20
Report Cards
go home

November 21
Staff planning
No school

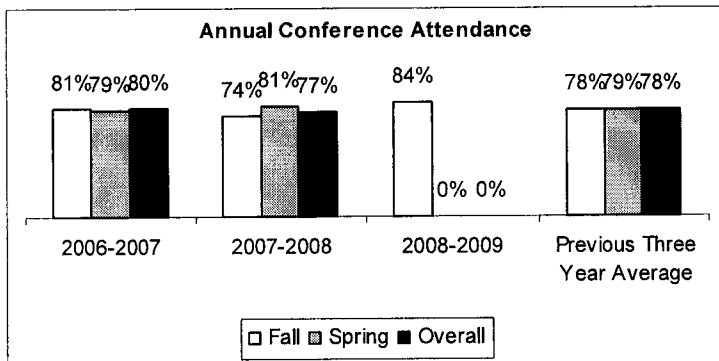


Cookie Dough Campaign

School Council's major fundraiser for the year is the Cookie Dough Campaign. This is a good quality Cookie Dough that will keep in your freezer for up to a year. The Cookie Dough Orders are due November 14. We will then need volunteers to help sort the cookie dough. It will be ready for pick up by dismissal time. Please watch your child's agenda for final details.

Three-Way Conferences

It was wonderful to see so many families for our fall three-way conferences, working to establish goals and celebrate the learning of our children. This is the second year of school-wide three-way conferences (a shift from traditional parent-teacher interviews) and we are now starting to see higher percentages of families in attendance.



Operation Christmas Child

Our school is once again participating in the Operation Christmas Child Shoe Box Program. We are asking families to donate items for our shoe boxes. Some appropriate gifts include hygiene items, small non-violent toys, hard wrapped candy, and school supplies. For more information or ideas, visit www.samaritanspurse.org

On Wednesday, November 19th the grade 3's will be assembling the shoes boxes, which will be picked up by Claresholm EMS on Thursday, November 20. Shipping costs are approx. \$7.00 per box, so a cash donation would also be greatly appreciated.

Last year we put together 70 shoes boxes. This year we would like to beat that number!



Winter Weather

It is that time of year when we need to think about winter clothing. Every time there is a winter storm, we get questions as to whether the students will be going out at recess or not. If there is **no wind**, the students will go out for a few minutes of fresh air. If there is a **high wind chill or if pouring rain**, the students will stay in at recess. It is a good idea to dress your child everyday with the intention of them going out at recess.

Playing in the snow is a favorite activity at recess, so please make sure your child has mitts in his/her back-pack at all times, and they have outdoor footwear.

It would also be helpful to keep a change of clothes in your child's backpack in case they get muddy or wet.

School Council Highlights

At the October School Council meeting, plans for supporting literacy in 2008-2009 were established, including:



- * The Christmas gift of a book for every child
- * The continuation of our annual Literacy Carnival
- * Identifying the levels of books in the library and supporting the acquisition of leveled books for the school
- * Audio books for the school (mp3 formats)
- * School calendar fundraiser to support literacy

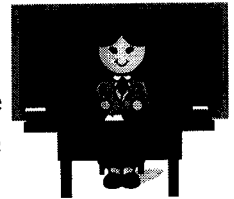
In addition, school council voted to provide financial support for our Family Boogie Night (thanks to the Rowland family for running the water booth for the evening!)

The next School Council meeting will be a joint council meeting with West Meadow on Tuesday, November 18 at 6:30 pm, hosted by Claresholm Elementary. We encourage all families to attend (more information will be sent home in the coming weeks).

We will be sharing a new report card format when report cards come home in a few weeks. If you would like to participate this week in a parent focus group to view the new report cards, please contact the office.

Welcome Student Teachers

On Thursday, November 6, our school will welcome the arrival of four student teachers from the University of Lethbridge. Student teachers have an opportunity to work under the guidance of teacher associates, planning and teaching in a supportive environment. A very special welcome to the following student teachers:



Ms. Brittany Lundberg—Grade 1 (Mrs. McKee)

Ms. Lisa Jensen—Grade 3 (Mrs. McDowell)

Ms. Reegan Inkster—Grade 3 (Mrs. Rossiter/Mr. Hewson)

Mr. Mark Van Sluys—Grade 3 (Mrs. Penner)

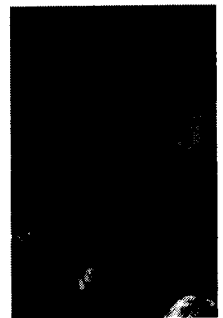


Halloween Activities

In the midst of an increased focus on student safety on Friday, October 31, CES students and staff had a great



Halloween day! Our community reader, Mr. Eddie Rossiter, did a spirited reading of



Would the real Mr. Hewson please step forward!



the Robert Munsch book "Boo!" at our month-end assembly (led by a much younger Mr. Hewson!) with classes then having fun in various

classroom and grade-level Halloween activities.

The grade two trip to the Porcupine Lodge was once again a hit! A very special thanks to all school staff, who not only took the necessary steps to ensure high levels of student safety, but ensured the day was a safe, caring and fun day for all!



November 2008

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Drayden S
2	3	4 Hot dog day Dental Screening Savannah S.	5 Dental Screening Ms. Campbell	6 Pizza Day Mr. Hewson	7 Remembrance Day Assembly 10:45 am	8
9 Blade B.	10 Divisional PD Day No school for students Ross V.	11 Remembrance Day No school	12 Subway forms due	13 Pizza Day Keenan M Paige M. Jessie P. Ty S.	14 Cookie Dough orders due	15 Nolan W.
16	17	18 Hot dog day Operation Christmas Child items due School Council 6:30	19 Subway Day Cassie K.	20 Pizza Day <i>Report Cards Home</i> Jamie S.	21 Staff planning No school for students	22
23 Mrs. McDowell	24	25 Hot dog day	26 Hot Dog/Pizza forms due! Lane B. Mrs. Swanson	27 Pizza Day	28 School Assembly 12:20 pm Megan S.	29

CLARESHOLM & DISTRICT CHAMBER OF COMMERCE

MINUTES

Tuesday, September 16, 2008

1. Call to Order

Russell Sawatsky – President called to order the regular meeting of the Claresholm & District Chamber of Commerce at 12:10 on September 16, 2008 at the Roadhouse. Twenty members present

2. Adoption of the Agenda

Correspondence (under Information Items) and Downtown Lot were added to the Agenda.

Linda Brooks moved approval of the agenda, Roxanne Thompson seconded.

3. Adoption of June 24, 2008 meeting minutes

Roxanne Thompson moved to adopt minutes, Michelle Day seconded, carried

4. Financial

Beautification Project account for July and August \$9,907.76

Donations listed.

General Account for July and August \$2,933.91

Trade Fair – same with interest \$5,040.23

Hanging Pot program broke even

5. Committee/Programs reports

Town Report

Town is receiving an award for their municipal sustainability plan at the Alberta Municipal Awards at UMA annual conference in October.

Town Planner went to Ottawa for the National Municipal Government Conference.

Plans to take out one ball diamond at Centennial Park to provide more camp spaces and a walking trail for Seniors.

Pine Coulee raw water line is near completion

Waiting for water license transfer

Kerry Hart, Arnold McAuley and Rosemary Wishart will represent Town of Claresholm at the Communities in Bloom awards in Wainwright

MD Report

MD has taken over operations of Pine Coulee and Willow Creek Parks – they are well used.

Website

Has been updated on trade fair and membership update.

Downtown Lot

The Chaber owes the Town of Claresholm \$14,493.25, no word on the grant yet.

The iron gateway and benches will be installed on Wednesday.

Grand opening is Friday, 5:00 to 7:00 PM

Roxanne Thompson and Carmelle Steel will strike a committee to explore the creation of a Foundation or Society in order to hold fundraisers such as a Casino. Moved by Linda Brooks and second by Russell Sawatzky.

Fundraising

Friday, September 19th fundraiser BBQ and Duck Race

6. New Business

2009 Trade Fair - Lynn Wiebe has Applications. Waiting for quotes. Would like the price of booths to be the same. Dates are February 1st and 2nd. It will be in the trade fair booklet distributed throughout the province.

Russell Sawatzky will be on the committee.

Citizen of the Year Award Present Citizen of the Year George Bishop passed away – how do we recognize him?

It was held at the AGM last year and was not a big investment. Don Leonard suggested we do a big supper. Roxanne Thompson asked if we should do this each year. We are not getting participation re nominations, voting or attendance.

Roxanne Thompson moved we not have Citizen of the Year award this year.
Deborah Kurtz second the motion. Carried.

Dave Moore on behalf of Town Administration asked if the Chamber would look after the Community Events board. Deborah Kurtz volunteered to maintain the clearing of the board

7. Information Items

Advertisement – Laser Works – engraving trophies etc

Financing Agreement from Town of Claresholm

Museum Board letter asking for \$1,000 to extend the season. We have \$2900 but no income until new 2009 membership. Roxanne will send out email for 2008 members to pay their 2008 membership.

Don Leonard moved we give the Claresholm Museum \$1,000, Bernie Feddoroff second. Carried.

Chamber disability plan changed.

Government of Alberta sent HR information.

8. Discussion

Bring name for the park suggestions.

Other fund raising suggestions is a Hoop Fest or Street Hockey

9. Adjournment

Deborah Kurtz moved the meeting be adjourned. Second by Linda Brooks.

Next meeting October 21, 2008 at 12:00 Noon at the Roadhouse.

Member Notices

IMPORTANT NOTICE
November 5, 2008

Attention: Mayors, Councillors and CAOs

AUMA Provides EMS Ground Ambulance Transition Advice

AUMA is pleased to share some important documents regarding the EMS Ground Ambulance Transition.

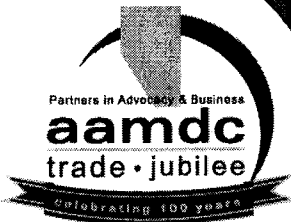
Municipalities continuing with provision of EMS ground ambulance services after April 1, 2009 are currently reviewing contracts with Alberta Health Services (AHS) officials. AUMA counsel worked with AHS officials to change, as much as could be accomplished through negotiation, the ambulance contract template to better reflect realities of municipalities operating ambulance services. The final version of the contract template can be accessed by clicking [here](#).

AUMA has prepared a document: EMS Ground Ambulance Contracting Considerations ([click here to view](#)), for your use while discussing contracts with AHS. The document discusses contracting considerations that municipalities may wish to bear in mind as EMS Ground Ambulance transitions from municipal governments to the provincial government. If your municipality is continuing as a provider of EMS ground ambulance services, AUMA urges you to read this document carefully as you discuss contracts with AHS.

If you have questions, please don't hesitate to contact Sue Welke at AUMA, 310.AUMA or swelke@auma.ca.

R. Lloyd Bertschi
President

John McGowan
CEO



CONTACT

October 31, 2008

Volume 2008 Issue 44

New Police Units to Target Gangs and Drugs *(from the Government of Alberta website, October 28, 2008)* To crack down on the drug trade and the gangs who profit from it, Premier Ed Stelmach announced the addition of 183 new police resources that will hit the streets next April. Four new dedicated gang enforcement teams will be established across Alberta. Operating in and around Calgary and Edmonton, as well as northern and southern Alberta, these integrated teams of 67 RCMP and municipal police will target individuals and gangs involved in the drug trade. Criminal Intelligence Service Alberta will also receive 14 new positions while the Integrated Child Exploitation unit will receive two positions. All 83 positions will be funded by \$42.4 million in federal police funding announced earlier this year. The teams will operate under the direction of the Alberta Law Enforcement Response Teams (ALERT). To read more, [click here](#).

Province Moves to Free Up Surplus School Sites for Community Use *(from the Government of Alberta website, October 29, 2008)* New legislation introduced by Municipal Affairs Minister Ray Danyluk will broaden the permitted uses for surplus school sites to include fire halls, police stations, libraries, daycares and affordable housing. Bill 41, the *Municipal Government Amendment Act (No. 2), 2008*, will allow municipalities to designate new community service uses for these sites once they have been declared surplus by school boards and approved by the Minister of Education. This amendment also responds directly to recommendations from the Alberta Affordable Housing Task Force report. Bill 41 also provides clarity to an existing section of the *Municipal Government Act* in regard to linear property assessments that affect electric power systems, pipelines and telecommunication systems. To read more, [click here](#).

New Cabinet Charged with Protecting Canada's Future in a Time of Global Economic Instability *(from the Government of Canada website, October 30, 2008)* Prime Minister Stephen Harper has appointed a new federal Cabinet charged with protecting Canadians in a time of increasing global economic instability. As part of the strong economic focus of the new Cabinet, the Prime Minister announced that key economic portfolios would remain in the hands of cabinet veterans, including Jim Flaherty, who will remain Minister of Finance. At the same time, the Prime Minister welcomed several first-time Cabinet ministers who will bring a broad range of experience to the Cabinet table. To read more, [click here](#).

CRTC Issues New Policies for the Canadian Broadcasting System *(from the Government of Canada website, October 30, 2008)* The Canadian Radio-television and Telecommunications Commission (CRTC) has introduced new policies to prepare the Canadian broadcasting industry for the transition to a fully digital environment. In developing these policies, the Commission has simplified its regulation in order to foster a more coherent and well-calibrated broadcasting system. The CRTC has developed forward-looking policies that will give the broadcasting system added flexibility while retaining the necessary regulations to achieve the objectives of the *Broadcasting Act*. The majority of the changes will come into effect on August 31, 2011. This date coincides with the end of analog over-the-air broadcasting in Canada and will give the industry time to adapt. Broadcasting distribution companies, pay and specialty services, and conventional television broadcasters will be affected by the Commission's new policies. To view the principal changes, [click here](#).

Alberta Investigates New Report of Re-Use of Single Use Syringes *(from the Government of Alberta website, October 30, 2008)* Alberta's Acting Chief Medical Officer of Health, Dr. Gerry Predy, is reporting another instance of a health professional practicing in Saskatchewan and Alberta, who has re-used single-use syringes to administer medication through an IV line. In light of the recent events in High Prairie, Dr. Predy and the Chief Medical Officer of Health for Saskatchewan want to notify the public that they are investigating the matter. The Medical Officers of Health with Alberta Health Services - East Central Health and Prairie North Health in Saskatchewan have been notified and will be undertaking a risk assessment of the situation. Dr. Predy explained that the risk assessment is necessary to determine if there is a need to follow-up with patients at the facilities and once the assessment is completed, the results will be reported to the public. All Medical Officers of Health in Alberta have been notified to investigate local practices and ensure that this practice is stopped immediately wherever it is identified. Dr. Predy also stated that he has requested a meeting with his colleagues across the country to discuss a national strategy to address this issue. To read more, [click here](#).

Municipal News

The **MD of Willow Creek** is partnering with neighbouring municipalities to receive funding through the province's Municipal Sponsorship Program. The MD has identified three projects that they will target their application for funding towards. The first project will go towards upgrading the fire hall in Nanton, the second project will see the MD participating with the Town of Nanton in an inter-municipal development plan and the third is for an arial ortho project.

The Blue Ridge and Fort Assiniboine Fire Departments will be receiving new pumper and tank units from **Woodlands County** in 2009. The unit from Blue Ridge broke down in the spring and they have been renting a unit from Alberta Sustainable Resource Development since.

The **County of Newell** will be helping to pay for a handful of projects including paving and upgrading of roads and contributing to a walking path in the Town of Brooks. The money will come from the county's reserve of Municipal Sustainability Initiative Funds.

Announcements

AAMDC Welcomes Director of Advocacy and Communications

The AAMDC is pleased to announce the hiring of our new Director of Advocacy & Communications – Ms. Kim Heyman. Kim is currently the CAO of the County of St Paul. Prior to that, Kim was the administrator for Clearwater Improvement District in BC and also worked for the Municipal Finance Authority of BC. Kim's education includes the Certified Management Accountant (CMA) program and both the BC & Alberta Certificates in Municipal Management.

Assessing and Managing Cumulative Environmental Effects

The Western and Northern Canada affiliate of the International Association for Impact Assessment (IAIA), is hosting an IAIA Special Topic Meeting coming up November 6-9, 2008 in Calgary, entitled: Assessing and Managing Cumulative Environmental Effects. The program will take stock of key trends, issues and approaches to cumulative effects; identify areas of strength and weakness of current impact assessment and resource management approaches in addressing cumulative effects; document good practice and ways forward to improve and integrate the institutions, science and practice of cumulative effects assessment and management; and include plenary, theme, concurrent and poster sessions and invited speakers for plenary and theme forums. For more information, click here.

Biosolids: From Waste to Resource

Biosolids management is an area that is receiving increasing attention by municipalities and the wastewater treatment industry the world over. At the Edmonton Waste Management Center of Excellence (EWMCE) January 2007 seminar, the City of Edmonton introduced its "multi-basket" approach to biosolids planning, to ensure the availability of a wide range of management options going forward. Speakers will discuss innovative approaches to utilizing biosolids in urban areas, advances in biosolids composting, and research on use of biosolids as a raw material for production of plastics, pesticides and herbicides. For more information, click here.

Announcements

Employment Opportunities

Regional Municipality of Wood Buffalo,
www.woodbuffalo.ab.ca

- Director of Emergency Management

County of Athabasca,
www.athabascacounty.com/Careers

- Journeyman and/or 3rd/4th Year Apprentice

Town of Nipawin, search@executivesource.ca

- Director of Public Works & Utilities

MD of Bonnyville, rpoole@md.bonnyville.ab.ca

- Director of Agricultural & Waste Services

Town of Bon Accord, diane.conway@aagi.ca

- Chief Administrative Officer

MD of Bonnyville, hr@md.bonnyville.ab.ca

- Network and Systems Technician

Parkland County, employment@parklandcounty.com

- Development Engineering Technologist
- Drainage Foreman
- Manager, Engineering Services

MD of Spirit River, mdsr133@mdspiritriver.ab.ca

- Manager of Finance

Municipality of Crowsnest Pass,
execasst@crownsnestpass.com

- Confidential Secretary/Human Resources Coordinator

Detailed information on classified postings is available on the AAMDC website at www.aamdc.com.

To subscribe to this newsletter, please e-mail aamdc@aamdc.com.