



TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
NOVEMBER 24, 2008
AGENDA

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

- AGENDA: ADOPTION OF AGENDA
- MINUTES: REGULAR MEETING MINUTES NOVEMBER 10, 2008
- FINANCES: OCTOBER 2008 BANK STATEMENT
- DELEGATIONS: JEFF GIBEAU, DEVELOPMENT OFFICER
RE: CPR Right-of-Way
- ACTION ITEMS:
1. DELEGATION RESPONSE: MONTY ANDERSON
RE: Land adjacent to the old landfill
 2. HYDRANT USE AGREEMENT WITH THE MD OF WILLOW CREEK
RE: Review and discussion
 3. WATER CONVEYANCE AGREEMENT WITH MD OF WILLOW CREEK
RE: Review and discussion
 4. WATER CONVEYANCE & SUPPLY AGREEMENT WITH MD OF WILLOW CREEK AND TOWN OF GRANUM
RE: Review and discussion
 5. CORRES: CANADIAN CANCER SOCIETY
RE: Relay for Life
 6. CORRES: THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS
RE: Hay wagon ride
 7. CORRES: CLARESHOLM CHILD CARE SOCIETY
RE: Letter of Support for Space Creation Grant
 8. AIRPORT HANGAR COST ESTIMATE
 9. CORRES: ROY & DOREEN SLETTEDE
RE: Offer to Purchase
 10. CORRES: DEE JAY HARDWARE LTD.
RE: Offer to Purchase
 11. CAO'S REPORT TO TOWN COUNCIL
RE: 2009-2011 Capital Budget
 12. LEASE AGREEMENT – VAL & KAREN FLORENCE
 13. WEST WATERLINE ISSUE
 14. DECEMBER MEETING DATES
 15. ADOPTION OF INFORMATION ITEMS
 16. IN CAMERA – LEGAL

INFORMATION ITEMS:

1. Claresholm & District Transportation Society Board Minutes – October 21, 2008
2. Claresholm & District Transportation Society Board Minutes – November 18, 2008
3. Claresholm & District Chamber of Commerce Minutes – October 21, 2008
4. ORRSC Executive Meeting Minutes – September 11, 2008
5. Municipal Planning Commission Minutes – November 10, 2008
6. Municipal Planning Commission Minutes – November 14, 2008
7. Claresholm RCMP Detachment Monthly Policing Report – October 2008
8. Alberta Association of Municipal Districts & Counties Contact – November 7, 2008
9. Claresholm Elementary School Principal's Update – November 12, 2008
10. Claresholm Elementary School Principal's Update – November 17, 2008

ADJOURNMENT:



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

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

AGENDA: Moved by Councillor Moore that the Agenda be accepted as amended.

16. RCMP REPORT – Councillor Leonard

CARRIED

MINUTES: **REGULAR MEETING – OCTOBER 27, 2008**

Moved by Councillor Quayle that the Regular Meeting Minutes of October 27, 2008 be accepted as presented.

CARRIED

DELEGATIONS: **MONTY ANDERSON**

RE: Land adjacent to the old landfill

Mr. Monty Anderson was present to speak regarding property he owns in the north-east part of town which is adjacent to the old landfill site. He is concerned about the drainage ditch that runs through his property that has no easement. His family has owned the property since 1969 and the ditch was apparently put in without the family's permission since then. Presently, the property is zoned residential, but perhaps it could be re-zoned as light industrial. Restrictions on what the property can be used for have only come since the 1990's. Mr. Anderson believes that pieces from the old arena and HT Coutts School have been dumped on his property. He is asking for all old concrete to be removed and the spots filled in, the ditch removed, filled in and leveled, and the fence around his property to be replaced to keep out unwanted visitors. Mr. Anderson is still interested in selling the property to the town as well.

ACTION ITEMS:

1. DELEGATION RESPONSE: CLARESHOLM FLYING FRATERNITY
RE: Mike Koevort's prop repair bill

Moved by Councillor Leonard to deny the reimbursement request by Mike Koevort for \$625 for replacement of his propeller.

CARRIED

On the issue of conditions at the airport, referred to administration.

2. CORRES: MPE ENGINEERING LTD.

RE: PALL Membrane Filtration Change Order

Moved by Councillor Moore to approve the change order from PALL Corporation in the amount of \$2,896 plus GST as recommended by MPE Engineering Ltd.

CARRIED

3. HYDRANT USE AGREEMENT WITH THE MD OF WILLOW CREEK
RE: Review and discussion

Received for information.

4. WATER CONVEYANCE AGREEMENT WITH MD OF WILLOW CREEK

RE: Review and discussion

Received for information.

5. WATER CONVEYANCE & SUPPLY AGREEMENT WITH MD OF WILLOW CREEK AND TOWN OF GRANUM

RE: Review and discussion

Received for information.

6. CORRES: ALBERTA TRANSPORTATION

RE: Alberta Municipal Water/Wastewater Partnership

Received for information.

7. **CORRES: ALBERTA HEALTH SERVICES**

RE: Community AED (Automated External Defibrillators)

Referred to administration.

8. **CORRES: TOWN OF FORT MACLEOD**

RE: 27th Annual Santa Claus Parade

Received for information.

9. **CORRES: ALBERTA CENTRE FOR INJURY CONTROL & RESEARCH**

RE: Seniors' Falls Prevention Month

Received for information.

10. **CORRES: REGION 3 FAMILY BASED CARE SOCIETY**

RE: Family Violence Prevention Month

Moved by Councillor Leonard to proclaim November 2008 as Family Violence Prevention Month.

CARRIED

11. **CORRES: YOUNG PARKYN McNAB LLP**

RE: Municipal accounting & audit information seminar

Received for information.

12. **CORRES: COMMUNITIES IN BLOOM CLARESHOLM COMMITTEE**

RE: "Claresholm Welcomes You" signs

Moved by Councillor Isaacson to approve the Communities in Bloom Claresholm Committee's signs being attached to the Town of Claresholm's welcome signs at the north and south ends of town for 2009.

CARRIED

13. **CORRES: DEE JAY HARDWARE LTD.**

RE: Offer to Purchase

Moved by Councillor Moore to postpone discussion on this issue until the next regular Council meeting.

CARRIED

14. **CLARESHOLM MUSEUM BOARD APPLICATIONS**

Moved by Councillor Sutter to appoint Anola Laing to the Claresholm & District Museum Board.

CARRIED

15. **CAO'S REPORT TO TOWN COUNCIL**

RE: 2009-2011 Capital Budget

Received for information.

16. **RCMP REPORT** – Councillor Leonard

Received for information.

17. **ADOPTION OF INFORMATION ITEMS**

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

CARRIED

ADJOURNMENT: Moved by Councillor Quayle that this meeting adjourn.

CARRIED

DEPUTY MAYOR – DOUG MACPHERSON

SECRETARY-TREASURER – KARINE WILHAUK

**TOWN OF CLARESHOLM
OCTOBER 2008 BANK STATEMENT**

RECONCILED BALANCE SEPTEMBER 30, 2008 **\$3,905.13**

DEPOSITS TO BANK	DEBITS	CREDITS	BALANCE
RECEIPTS FOR MONTH	\$355,182.86		
REVOLVING LOAN RECEIVED	0.00		
CURRENT ACCOUNT INTEREST	11.07		
GIC REDEEMED	2,419,356.74		
GIC INTEREST	7,753.08		
U. S. EXCHANGE	0.00		
SUBTOTAL	\$2,782,303.75		
CHARGES TO ACCOUNT			
ACCOUNTS PAYABLE		\$523,107.96	
PAYROLL CHARGES		77,015.95	
INTEREST ON REVOLVING LOAN		0.00	
REVOLVING LOAN PAID		0.00	
LOAN PAYMENTS		0.00	
MASTERCARD PAYMENT		10,452.00	
GIC PURCHASES/TRANSFERS		2,080,630.75	
NSF CHEQUES		306.26	
SERVICE CHARGES		163.32	
SCHOOL FOUNDATION PAYMENT		0.00	
SUBTOTAL		\$2,691,676.24	
NET BALANCE AT END OF MONTH			\$94,532.64

BANK RECONCILIATION

BALANCE PER BANK	237,675.93		
PLUS OUTSTANDING DEPOSITS	5,783.44		
LESS OUTSTANDING CHEQUES		-148,926.73	
RECONCILED BALANCE OCTOBER 31, 2008			\$94,532.64

OTHER BALANCES:

EXTERNALLY RESTRICTED GIC'S	\$649,427.70		
NON-RESTRICTED GIC'S	\$2,200,000.00		
PARKING RESERVE	\$3,526.24		
WALKING PATHS RESERVE	\$1,885.69		
OFFSITE LEVY RESERVE	\$20,593.81		
SUBDIVISION RESERVE	\$68,843.81		
REVOLVING LOAN BALANCE		\$0.00	

SUBMITTED TO TOWN COUNCIL THIS 24TH DAY OF NOVEMBER 2008

MAYOR

SECRETARY-TREASURER

DELEGATIONS

**TOWN OF CLARESHOLM
DEVELOPMENT DEPARTMENT**

P.O. BOX 1000
221 – 45th AVE W
CLARESHOLM, AB T0L 0T0



MEMO

*Previously on
agenda
(refresher)*

To: Claresholm Town Council
From: Jeff Gibeau, Planner / Development Officer
Date: October 24, 2008
Development Department Recommendation
Re: Policy Direction for the Town Owned Portion of the Old CPR ROW
(Portion of Lot 12, Block RLY, Plan RY8)

Urgent For Review Please Comment Please Reply Please Recycle

Background:

LOCATION The subject lands do not have a civic address. The legal land description is portion of lot 12, block RLY, plan RY8. The approximate area is 1.7 hectares (4.2 acres), with a narrow shape that parallels Highway #2 (1 Street West) in a more or less north-south orientation. The approximate width ranges from 21.3 metres (70 feet) to 29.9 metres (98 feet). The subject lands have previously been used as a railway ROW which was discontinued and the rails removed in 1999. Since this time the lands have been vacant, with no designated use. See the key map below.



Limiting Factors & Development Constraints:

- **Encumbrances on title:** There are several encumbrances on title which include two Restrictive Covenants and two Easements. All these encumbrances have a negative effect on the development of the subject lands because they do not allow buildings to be erected on the subject lands.
- **Environmental Contamination:** There was a phase 1 environmental assessment report completed in 2001 and concludes that there is evidence to indicate possible soil contamination on the subject lands.
- **Subdivision and Sale** of the three parcels of land to the two separate purchasers has resulted in two concerns. The first is that the subdivisions and land sales have interrupted the continuity that existed prior to the sales, and the second is the drainage issues that have arisen from the modifications made resulting from the subdivision and sale of the land.
- **Drainage:** The Development Department considers this issue the single biggest concern that needs to be addressed before spring of 2009.

Existing Policy:

Land Use Bylaw #1384

The subject lands currently are not classified, according to the land-use bylaw. The reason is simply that the last time the Land Use Bylaw was reviewed was 1998 and the subject lands were not purchased until 2004.

Municipal Development Plan Bylaw #1490

Except from Section 3.2 – Residential Development, Background Information:

“This document also addresses the transitioning of the former Canadian Pacific Railroad corridor from an industrial use to a medium and high-density residential, mixed commercial use. Formerly this railway area was designated industrial and bisected the residential and commercial areas of the community along Highway #2. With the removal of the rail line, the corridor had retained its industrial use as per the Land Use Bylaw. During this period, a few industrial use developments have occurred adjacent to commercial and residential districts.

The residential growth strategy of this document is to create a mixed use area along the former corridor. Both vertically separated and horizontally separated residential and commercial endeavours will be considered by the Approving Authority, provided the development creates a benefit to the community. As this area has formally been designated as industrial and was under an industrial use, Claresholm and Developers will work towards making these parcels ready for mixed-use developments through Environmental Site Assessments and remediation works, as required.”

The Municipal Development Plan clearly provides Council with the requested policy direction. It is clear that the intent for the lands is for medium to high density mixed-use development. Further interpretation of this section indicates that environmental assessments and remediation work is to be completed on the subject lands.

Recommendations:

1. The Development Department insists that the drainage of/on/over the subject lands is rectified before spring of 2009.
2. The Town of Claresholm Municipal Development Plan Bylaw #1490 has already indicated a clear policy direction; that the desired use of the subject lands is for medium to high density residential mixed-use commercial development.
 - a. It is the opinion of the Development Department that the subdivision and sale to existing highway commercial businesses would not achieve the desired outcome per the policy direction of the Municipal Development Plan Bylaw #1490.
 - b. If Council wishes to change or modify this policy direction, an amendment to Bylaw #1490 must be undertaken.
3. The encumbrances on title inhibit the development of the subject lands per the policy direction of the Municipal Development Plan Bylaw #1490. Therefore, if Council wishes to continue with the redevelopment planning for the subject lands, as indicated in the MDP, the encumbrances must be removed or modified.
4. The Development Department recommends that a preliminary meeting with the Oldman River Regional Services Commission is set up to discuss modifications to the policy direction. This will allow for the redevelopment planning process to be initiated.

Regards,

Jeff Gibeau
Planner / Development Officer



townofclaresholm.com

Phone: (403) 625-3381

Fax: (403) 625-3869



OLDMAN RIVER REGIONAL SERVICES COMMISSION

Memorandum

To: Town of Claresholm

From: Gavin Scott, Planner

Date: 10/22/2008

Re: Town owned Former CPR lands

*Previously on
agenda
(Refresher)*

The following is in regard to your request for policy direction for the development of the remaining portion of Town owned former C.P.R lands legally described as Lot 12 Blk RLY Plan RY8. The property is currently undesignated (un-zoned) according to the land use bylaw. The Municipal Development Plan (MDP) identifies the land as Residential / Commercial on Map 3 -Future Land Use. The MDP goes on to say the following:

"This document also addresses the transitioning of the former Canadian Pacific Railroad corridor from an industrial use to a medium and high-density residential, mixed commercial use. Formerly this railway area was designated industrial and bisected the residential and commercial areas of the community along Highway #2. With the removal of the rail line, the corridor had retained its industrial use as per the Land Use Bylaw. During this period, a few industrial use developments have occurred adjacent to commercial and residential districts.

The residential growth strategy of this document is to create a mixed use area along the former corridor. Both vertically separated and horizontally separated residential and commercial endeavours will be considered by the Approving Authority, provided the development creates a benefit to the community. As this area has formally been designated as industrial and was under an industrial use, Claresholm and Developers will work towards making these parcels ready for mixed use developments through Environmental Site Assessments and remediation works, as required."

Given the aspirations of the MDP, the considerations for the land identified above cannot be taken out of context. Past and recent decisions have placed this land in a difficult position for easy transition. Difficulty is essentially the definition of redevelopment. You have historic land uses, existing land owners, adjoining neighbors, transportation connectivity, a future vision inside a statutory document (MDP), engineering limitations and environmental concerns all pulling the potential into seemingly unconnected directions.

Although I will provide options here as to what to do with the property, my professional opinion given the mixed use desired in the MDP is to begin a **redevelopment planning** process which specifically addresses all the issues cited above. Further an area redevelopment plan gives the council the ability to expropriate land where necessary and

implement a system of levies to pay for the costs associated with purchasing land and installing infrastructure.

The first step to be taken is to rezone the lands identified as Residential/Commercial on Map 3 -Future Land Use within the MDP. The lands east of Second Street East may be optioned out of this initial redesignation. Without a redevelopment plan in place, my suggested designation for the land is direct control. Direct Control will give council time to evaluate the situation, perhaps produce the redevelopment plan and thwart premature development and sales given the intent of the MDP.

Next identify lands key to creating transportation connectivity through the block. The block length acts as a barrier that is reinforced by Highway 2 splitting the east side and the west side of the community. Consider street connections at 48th Avenue and 46th Avenue. When the bypass moves the highway, this will go a long way toward 'knitting the fabric' of the community's grid pattern back together.

Much of the problem faced with this land is the narrow width. The width varies from approximately 70' on the north half to 98' on the south half. Neither dimension creates an attractive building site for mixed use. Ideally the property would be best served by developing in conjunction with the property to the east. This would alleviate the access and parking issues that would come with higher density and commercial development.

Identify those land uses that are incompatible with the future plans and those that are easily moved because of minimal investment. Once identified begin the process of providing optional locations within an existing industrial park or other compatible zone. Land swaps and other incentives all go toward a common vision. A redevelopment plan would also help identify parcel that are key to the desired goal and may need to be purchased. This action will help clear the way for a potential mixed use developer(s).

Identify civic building needs and consider those needs for these lands first. Civic uses should always be considered in proximity to the downtown as a first step. Only once all options have been investigated and exhausted should civic uses be considered elsewhere.

The recent land sales to Klein Auto Sales and Shell Canada Ltd. were begun prior to the MDP's completion and therefore in my mind does not indicate that that is the direction council has chosen to follow for the remainder of the property. It is also noted that these properties being contiguous with each other and near the major highway intersection has not jeopardized the MDP's intent. However more land sales, especially if they leap frog, would become troublesome given the intent of the MDP and the difficulty already inherited with the property.

ACTION ITEMS

Re: Monty Anderson request

Nov. 14/08

After some investigation of the compost area property; The existing ditch bottom was not excavated. This was the original grade elevation of the land in 1975. It was a slough. The culvert that drains the existing ditch was laid on the ground to drain the slough when the Town installed Phase 2 of the Towns Storm system in the summer of 1976. This can be verified by the Towns map # A238. All elevations are on this plan, that was prepared for the Town by UMA our Engineers at that time.

The elevations around the existing ditch area were raised over the years since, by hauling in fill dirt and some concrete and rocks from various projects by the town and other contractors. Over the years people dumping without permission have dumped garbage and other material into what we now call a ditch and the Town has had to clean it out with a back-hoe to keep the area draining.

The Town of Claresholm has needed all the fill that they could get, in that area to make it usable. Mr. Anderson is also taking all the fill that he can get, dumping it on his property to fill in the slough and make his land usable. Most of the fill material that was placed on Mr. Andersons property was with his permission, however some individuals have dumped without permission. The same can be said for Town owned lands, and we still have this problem today. The Town did not try to fill up private land as we still have low areas in town that we need to fill in. The west edge of the compost area is Mr. Anderson's property. This has been verified by myself by survey.

The Town has not removed or damaged any fencing in this area.

The drainage ditch can be filled and drainage re directed. Some survey will be involved and filling of the ditch and grading by the Towns crew. I suggest that we remove our wood chip pile that is on Mr. Anderson's property, plug off the drain, and fill in the ditch. Fence our mutual boundary and stay off of his property so he can sell it. We do not want to buy!!

Re: Monty Anderson request

Nov. 14/08

If we clean up all of our area if feel that Mr. Anderson should be made to clean up his property to our current standards as well, as this is quite unsightly.

There is the old foundation of the burnt out creamery still there, weeds two feet tall on large areas of the grounds, and no drainage, with areas of standing water and a fence that is falling down. If he improved the looks of this property maybe he could sell it. However the requirements of Alberta Environment still apply in regards to the set backs from the old landfill. That is not in our control and the Town has to also abide with these requirements as well.

*Mike Schuweiler
Superintendent
Town of Claresholm*

Division Avenue

OLD
DUMP
SITE

TO
DUMP

MAP SHOWING DEWATERING DITCH ON PRIVATE PROPERTY

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

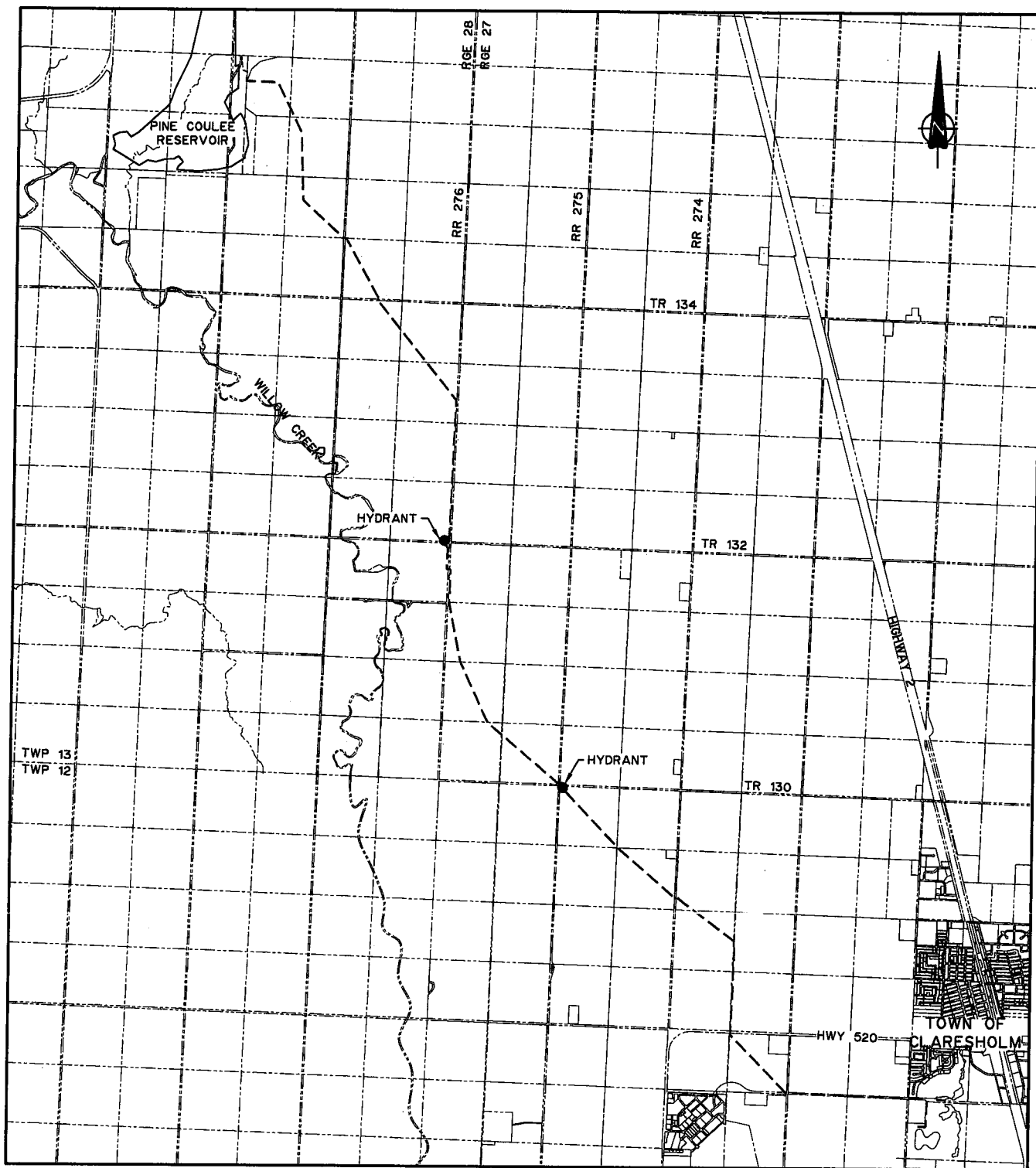
Per: _____

Per: _____

SCHEDULE "A"

HYDRANT PLACEMENTS

The Hydrant Placement Points at that location identified in the illustration set forth below:



TOWN OF CLARESHOLM
REGIONAL RAW WATER PIPELINE
HYDRANT LOCATIONS



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

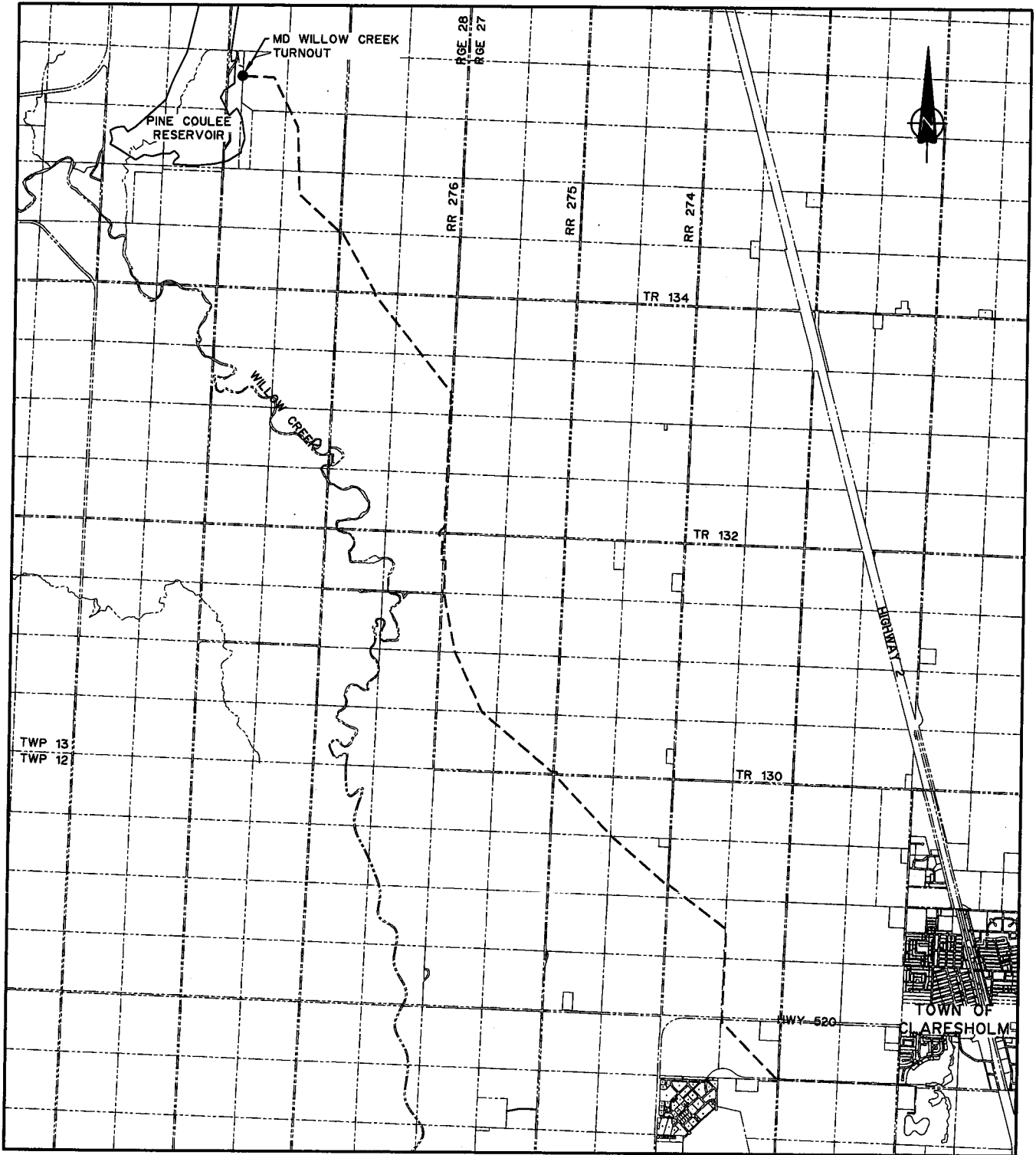
Per: _____

Per: _____

SCHEDULE "A"

Connection Point

The Connection Point is located at that location identified in the illustration set forth below (one connection point only).



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

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:

1

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 feedermain 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 feedermain 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 park 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

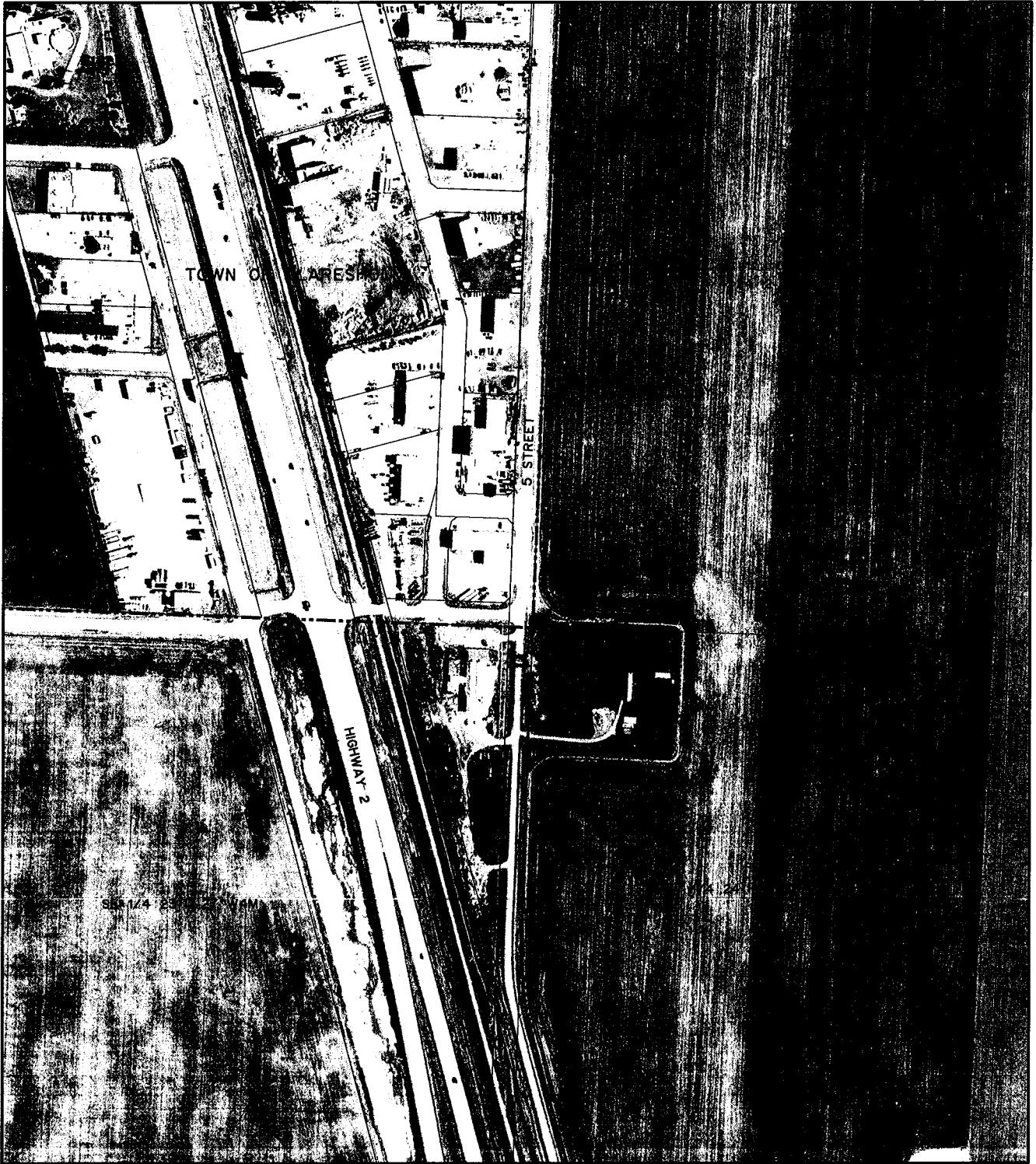
Per: _____

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

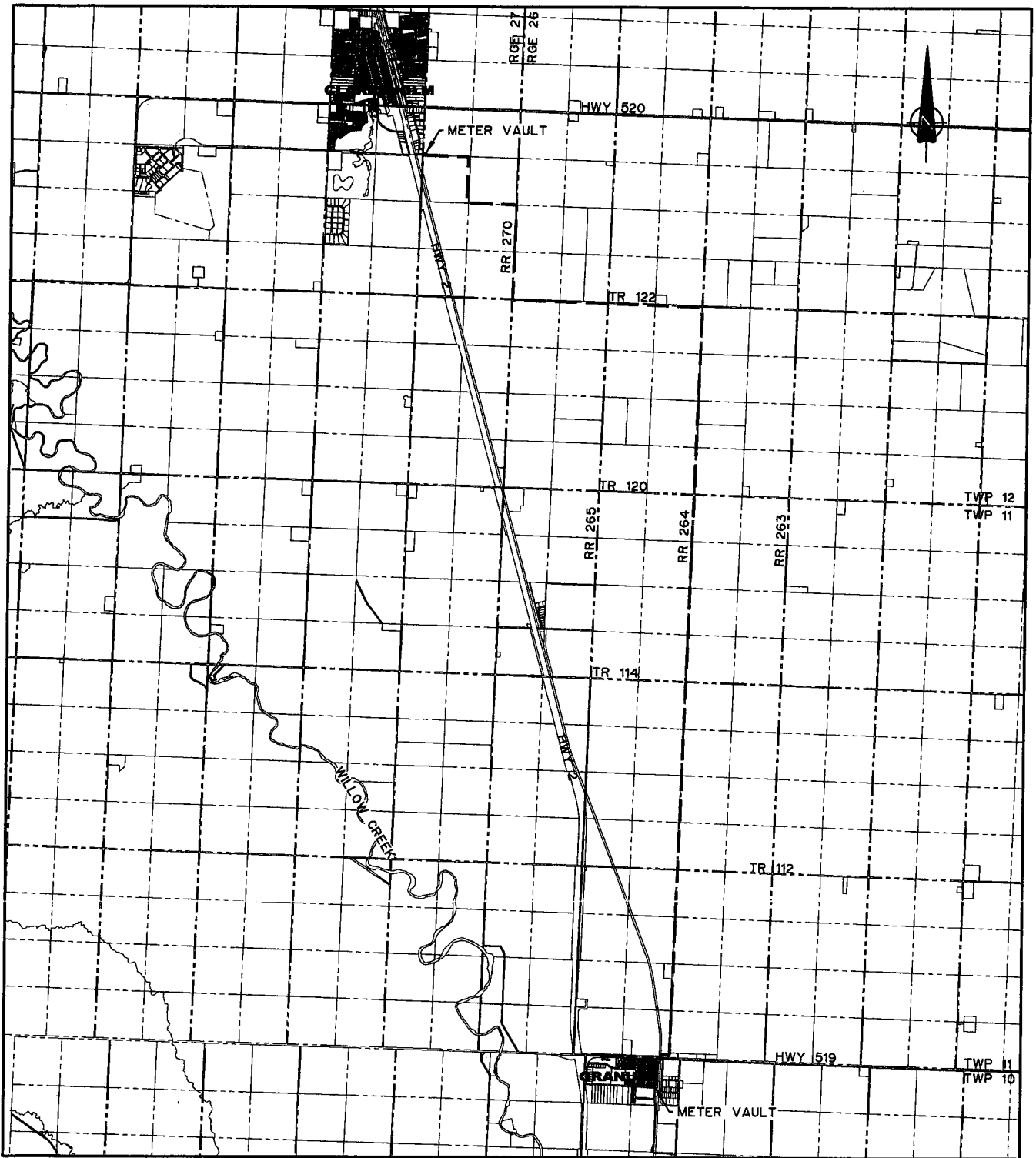
GRANUM - 62.8% based on the funding by the Town of Granum
MD - 37.2% based on the funding by the MD of Willow Creek

WATER ALLOCATION AND LICENSES ARE ATTACHED.



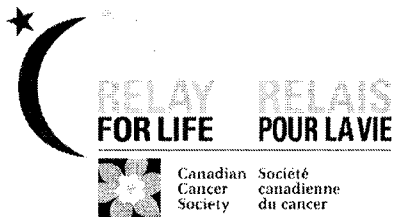
CLARESHOLM SYSTEM
SCHEDULE "C"





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





November 13, 2008

Town of Claresholm
221 - 45 Ave W
Claresholm, AB T0L 0T0

Dear Town of Claresholm,

Thank you for considering the Canadian Cancer Society *Relay For Life* as a way to make an impact in your community. The Canadian Cancer Society is a national, community-based organization whose mission is the eradication of cancer and the enhancement of the quality of life for those living with cancer. We achieve our mission by funding research on all types of cancer, offering supportive care services to people living with cancer, providing comprehensive cancer information, promoting prevention strategies and advocating for healthy public policies.

The Canadian Cancer Society is excited about the opportunity to partner with the Town of Claresholm as a 2009 *Relay For Life* Sponsor. I have included information regarding the different levels of sponsorship available and the benefits of each.

In addition, your sponsorship is a great way to engage employees and boost company morale by entering company teams to participate in *Relay For Life* and involving staff in additional volunteer activities before, during and after the event.

Thanks to support of community events such as *Relay For Life*, significant progress is being made in the fight against cancer. Today, 60 per cent of people diagnosed with cancer survive the disease, and we now know that approximately 50 per cent of cancers can be prevented through healthy eating and policies that protect the public.

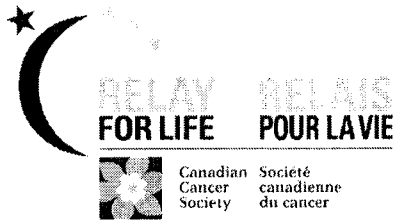
Thank you for your consideration. With your support, we are one step closer to making cancer history.

Sincerely,

A handwritten signature in black ink that reads "Karen McKinstry". The signature is written in a cursive, flowing style.

Karen McKinstry
Revenue Development Coordinator
Canadian Cancer Society, Alberta/NWT Division
317 10 Street South
Lethbridge, Alberta T1J 2M7
403-317-4655
karen.mckinstry@cancer.ab.ca

remember



Relay For Life– Making a difference in our community

The Canadian Cancer Society *Relay For Life* is more than just a fundraiser. It is an opportunity for family and friends to **celebrate** cancer survivors by cheering them on as they open the event, **remember** loved ones touched by cancer as luminaries are lit around the track and rally together to **fight back** against this disease. Please consider supporting us in this 12-hour, non-competitive, overnight event as we come together to raise funds and make cancer history. Your sponsorship makes a difference.

Last year, *Relay For Life* events in Alberta raised \$5.5 million. Funds raised from the event go towards funding research on all types of cancer, offering supportive care services to people living with cancer, providing comprehensive cancer information, promoting prevention strategies and advocating for healthy public policies. By sponsoring this event, you will help us surpass the following achievements from last year:

- Our *Cancer Information Service*, a toll-free number for people to call with questions about cancer, responded to 3,300 inquiries from Alberta and the Northwest Territories.
- Our *CancerConnection* program, a telephone support service that matches clients with cancer survivors who've had a similar cancer experience, made 520 client matches.
- The *Volunteer Driver Program*, a program that provides transportation for patients going to and from cancer treatments, provided more than 10,000 rides to patients.
- Our *Westin Accommodation Program* in Calgary and Edmonton provided 297 nights of free accommodation for out-of-town patients.

Relay For Life overview

All *Relay For Life* events include the following ceremonies:

Celebrate Ceremony

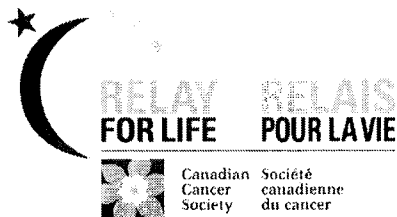
The celebrate ceremony gives people the opportunity to cheer on survivors as they open the event by walking the first lap around the track. The survivors are our VIPs for the night and are invited to attend the *Survivor Reception* with a guest.

Remember Ceremony

As night descends, luminaries are lit to remember people who have been lost to cancer and honour those who have or are currently battling the disease. This heartwarming ceremony reminds us of why we *Relay*.

Fight Back Ceremony

The fight back ceremony closes each *Relay For Life* event until the next year. All participants rally together to make a commitment to fight back against cancer.



Local Sponsor Benefits	Prov. Luminary	Event \$20,000	Media \$20,000	Supporting \$10,000	Logo \$5,000	Name \$2,500	Contributor <\$2,500
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Company Visibility

Category Exclusivity	X	X	X	Max 4			
Division Web-Link	X						
Event Title (CCS RFL sponsored by.....)	X						
Local Relay Rap Editions	Logo	Logo					
Participant T-shirts	Logo	Logo	Logo	Logo			
Local Promotional Brochure	Logo	Logo	Logo	Logo			
Local Event Posters	Logo	Logo	Logo	Logo			
Post-Event thank you AD	Logo	Logo	Logo	Logo	Logo	Name	Name
Media Releases	X	X					
Media Advertising (Print, Radio, TV)	X	X	X	X			
CCS National Annual Report (\$10,000+)	X	X	X	X			
AB/NWT Annual Report (\$5,000+)	X	X	X	X	X		
Acknowledgement at TC Meetings	X	X					
Items for Participants	X	X	X	X			
Corporate Welcome message to participants	X						

Event Day Recognition

Start/Finish Banner	Logo	Logo					
Stage Banner	Logo	Logo	Logo	Logo			
On Site Local Sponsor Recognition Banner	Logo	Logo	Logo	Logo			
Sponsor Recognition Corex Board	Logo	Logo	Logo	Logo	Logo	Name	
Contributor Corex Board							Name
Event Program	Logo	Logo	Logo	Logo	Logo	Name	Name
Celebrate (Opening) Ceremonies	X	X	X	X			
Fight Back (Closing) Ceremonies	X	X	X	X			
Survivor/VIP Reception	X	X	X	X			
Remember (Luminary) Ceremony	X						
Stage Announcements	X	X	X	X	X	X	X
Company Banner	2	2	2	1			

Company Participation

Invitation to Survivor/VIP Reception	X	X	X	X	X		
Media Launch Representation	X	X	X	X	X	X	
Staff Volunteer Opportunities	X	X	X	X	X	X	X
Host on-site team fundraising activities	X	X	X	X	X	X	X
Display RFL promo materials at business	X	X	X	X	X	X	X

Receipts for income tax purposes cannot be issued for sponsorships due to CCRA Regulations

THE CHURCH OF
JESUS CHRIST
OF LATTER-DAY
SAINTS

CLARESHOLM WARD
Fort Macleod Alberta Stake

November 4, 2008

Town of Claresholm
Box 1000
Claresholm, AB T0L 0T0

To Whom It May Concern

On December 19, 2008, between 6:00 and 8:00 p.m., the Primary Auxiliary of The Church of Jesus Christ of Latter-day Saints in Claresholm would like to have a hay wagon ride around the few blocks on the east side of town around the chapel. There will be children age 12 and under and their parents participating. They would also like to sing carols for the Porcupine Lodge residents for a little while, as a service project.

We would like approval for this activity. Please inform us if there is anything else that is required. Thank you for your help.

Sincerely

Pamella Russell
Natalie Wright
Biz Sabey

Primary Presidency

Pam Russell	403-625-4854
Natalie Wright	403-625-4966
Biz Sabey	403-315-4219



Claresholm Child Care Society

November 18, 2008

Dear Mayor and Town Council

The Claresholm Child Care Society has recently become aware that we need letters of support from our town, and fellow community operators for our Space Creation Grant that we are applying for. The reason we are applying for the grant is so we can create an Infant Room starting in the New Year, at this time we are licensed for children 12 months to 12 years of age.

We are asking that if you chose to write this letter, we would appreciate that it states that we are the only daycare in town that has the space required to create such a room for this age group. Also, that there is a high need in our community for this service. With this letter it will help us, the Day Care, receive the money that is needed to purchase equipment and pay for staffing for the new room.

This is an urgent request that we are asking for, seeing how we need to have the application and letters sent in by the beginning of December.

Your help and support would be greatly appreciated by the Staff, Board and Families here at the Claresholm Child Care Society.

Sincerely,

A handwritten signature in cursive script that reads "Deanna Bray". The signature is written in black ink and has a decorative flourish at the end.

Deanna Bray~ Director
Claresholm Child Care Society

Airport Hangar Cost Estimate

The project of filling the inside of the airport hanger building is one that the town crew could complete. The inside measurement has an area of 6288 sq. feet. The surface is paved in front of each doorway on the inside and low in-between each rental bay. The fill that is required is approx. 131 cubic yards.

If the fill was gravel it would cost approx. \$2100.00 for the material.

If it was asphalt (what I would recommend) \$10,480.00 material only.

This project would require that all contents of the building be removed, there is 6 airplanes, 2 cars, 4 motorbikes and a lot of other things.

The building touches the ground so we would have to put up a boarder around the perimeter. A treated 2x8 is the cheapest way to go, and that would require 440 lineal feet of lumber, with a cost of about \$560.00.

Labour to place, level and pack would cost approx. \$3880.00.

Totals for this project = \$6,540.00 for gravel base

= \$14,920.00 for asphalt.

My recomendation is to not spend this money on this building as the expenditure is not going to increase its worth. The property is worth more with the building removed, than as is. There is currently demand for property out there to purchase.

Mike Schuweiler

Superintendent

Town of Claresholm

Mike is doing Cold mix fills of apron around hangar currently + admin would like Council's direction on hangar flooring

W 11/13/08

Roy & Doreen Slettede
Box 212
Claresholm, AB T0L 0T0

October 7, 2008

Town of Claresholm
Town Council
Box 1000
Claresholm, AB T0L 0T0

Dear Council Members:

This letter is an offer to purchase the town owned property to the east of our present property at 4416 – 1st street W. The price quoted to us by Jeff Gibeau was \$20,000 per acre plus related fees. The area is approximately one quarter of an acre so enclosed is \$5000 as down payment.

We were told by the town planner that the property owners along the highway had first chance at purchasing the property and were told to write a letter to council indicating our intent in acquiring the property. We did this on July 21, 2008. On August 25, 2008 we received a letter from CAO Kris Hollbeck stating that the property was not for sale to the public even though the adjacent property to the south and other properties were purchased privately.

This discriminatory action troubles us a great deal.

Will the council inform us when and why the bylaw was changed that prevented us from purchasing the property?

Yours truly,

A handwritten signature in cursive script, appearing to read "Roy & Doreen Slettede". The signature is written in black ink and is positioned to the right of the "Yours truly," text.

Roy & Doreen Slettede

**OWNED BY: Town of
Claresholm**

**DIMENSIONS
100ft X 110ft
30.5m X 33.5m**

**PARCEL AREA
11000 sqft
0.253 acres
0.102 hectares**

ZONING: Not Zoned



4416

1 STREET WEST

**ZONING: Highway
Commercial (C2)**

*All Measurements are approximate and must be confirmed before subdivision finalization.



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', written in a cursive style.

Cody Fletcher

**CAO's Report to Claresholm Town Council
Re: 2009-2011 Capital Budget
24-Nov-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 24th 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	846,550	0	0	0	0	846,550
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	363,500	142,500	128,000	93,000	0	0	363,500
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		8,518,150	5,355,050	1,624,000	1,539,000	0	0	8,518,050

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	286,500	202,000	167,000	0	0	655,500
Debtenture Financing	4,000,000	0	0	0	0	4,000,000
Total Financing	5,355,150	1,624,000	1,539,000	0	0	8,518,150

**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: 2008 – 2011 CAPITAL BUDGET PLAN
ALL DEPARTMENTS**

PROPOSED CAPITAL EQUIPMENT PURCHASES

2009	Description	2010	Description	2011	Description
\$55,000.00	TANDEM DUMP	\$32,000.00	BOBCAT	\$28,000.00	LAWN MOWER
\$25,000.00	SERVICE TRUCK	\$40,000.00	VACUUM TRUCK	\$25,000.00	DEVELOPMENT
\$6,500.00	LINE PAINTER	\$40,000.00	RESERVES BACKHOE	\$40,000.00	RESERVES BACKHOE
\$16,000.00	RESERVES CPO	\$16,000.00	RESERVES CPO		
\$40,000.00	RESERVES BACKHOE				
\$142,500.00		\$128,000.00		\$93,000.00	

CPO = Community Peace Officer Vehicle.

Public Works 2009/10/11 Budget Requests

2nd Tandem Dump truck

Used cost \$55,000.00

Needed as backup , will also speed up projects that involve hauling.

Sold our 76 chev. Tandem, as we could no longer get safety certification.

09 ^

1 Ton service body truck

Used cost \$25,000.00

Replacement needed of older 1996 service truck. Maintenance time and costs are rising and truck is becoming unreliable.

09 ,

Street line painter

New cost \$6,500.00

Existing machine is 26 yrs old. Parts have to be made and machine is not working efficiently anymore. (To slow)

09 ^

New bylaw truck

New cost \$32,000.00 ^

Used cost \$20,000.00

The last truck was purchased for \$8000.00 with 225,000kms. We will need to replace as truck is getting worn. We will put that truck into the fleet and sell the Jeep.

Reserve over
2 years
\$ 16k/yr 09/10

Newer 1/2 ton truck

New cost \$25,000.00 ^

Used cost \$16,000.00

For development dept. Jeep to be sold.

11

Bobcat

New cost \$32,000.00

New bobcat to replace our old one. Trade in old one and also purchase auger drill so we don't have to borrow or contract out as much.

10 ^

1445 Lawn mower

New cost \$28,000.00

Existing mower will be worn out to the point that repairing will be more expensive than replacing.

11 ^

Small Vacuum truck

Used cost \$40,000.00

Many uses. Water breaks to avoid contamination of pipes with muddy water.
Cleaning of debris from sewers without manhole entry. Cleaning of storm sewers.
Replacing of curb stops without digging with back-hoe in driveways/sidewalks.
Three men are now needed+rescue breathing tank+Fall protection+Gas detection+
rescue retrieval system are now needed for entry to shovel debris out of manholes.

10

Back-hoe

New cost \$160,000.00

Would like to start equipment fund for purchase of new
back-hoe in 2012. Set aside \$40,000.00 per year.

09/10/11/

**TOWN OF CLARESHOLM
DEVELOPMENT DEPARTMENT**

P.O. BOX 1000
221 – 45th AVE W
CLARESHOLM, AB T0L 0T0



BRIEF

From: Jeff Gibeau, Planner / Development Officer – Town of Claresholm

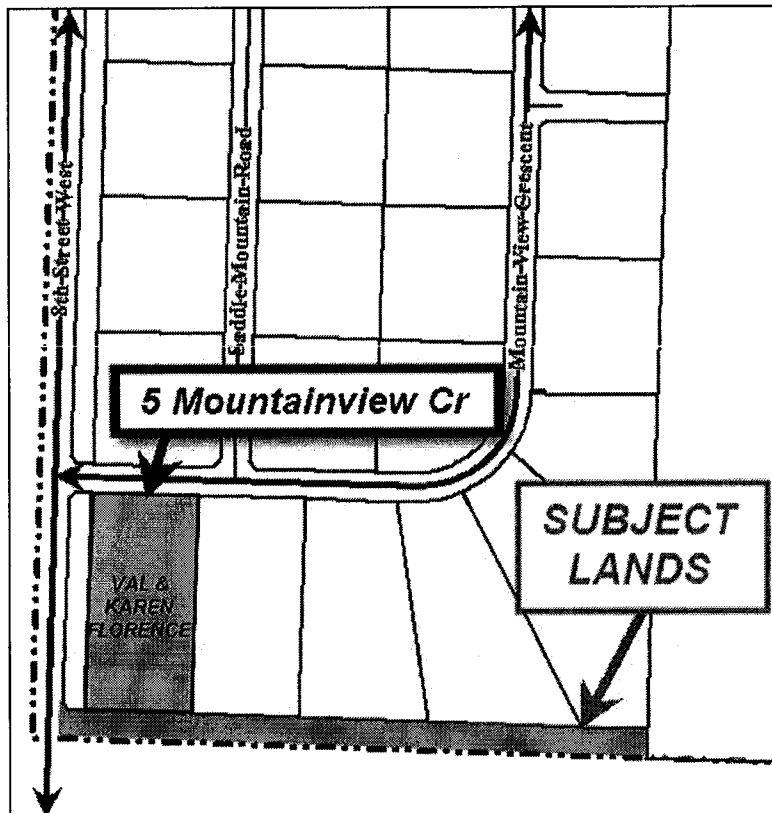
Date: November 18, 2008

Re: Lease Request Summary (Val & Karen Florence)

Urgent For Review Please Comment Please Reply Please Recycle

REQUEST:

Val & Karen Florence have made a request to lease the undeveloped roadway that borders the southern boundary of the acreages with the intention of pasturing horses. The subject lands are approximately 2 acres in size.



PUBLIC WORKS:

The Town of Claresholm Public Works Department has indicated that the Town of Claresholm currently doesn't mow the grass or use the subject lands for any purpose.

CIRCULATION:

On October 31st, 2008 the Town of Claresholm sent notification of the lease request to all affected land owners within the Town boundaries. A deadline date of November 14th, 2008 was established to allow the affected parties to provide input regarding the lease request.

No comments were received.

LEASE AGREEMENT:

For Council's review, please find attached the lease agreement as prepared by Administration.

Jeff Gibeau
Planner / Development Officer



townofclaresholm.com

Phone: (403) 625-3381

Fax: (403) 625-3869

Lease Agreement made this day of , 2008.

BETWEEN:

THE TOWN OF CLARESHOLM
(hereinafter called "**the Lessor**")

of the First Part

VAL & KAREN FLORENCE
(hereinafter called "**the Lessee**")

of Box 2091, Claresholm
in the Province of Alberta
T0L 0T0

of the Second Part

- (1) Witnesseth that in consideration of the rents to be paid, covenants to be observed and agreements to be performed by the Lessee, the Lessor hereby leases unto the Lessee those lands described as follows:

Portion of Mountainview Estates subdivision
As outlined on the attached map.
(hereinafter known as the "**demised land**")

- (2) The term of this lease shall be for the duration of time from December 1, 2008 to November 30, 2013. During that time the following will be in place:
- (a) The Lessee shall pay an annual rent of \$1.00 (ONE DOLLAR) per year and shall be payable in advance on the 1st of December each year without set off or deduction of any kind;
- (3) It is expressly agreed and understood by the parties hereto that the lands are to be used for grazing of the horses owned by the Lessee.
- (4) The Lessee acknowledges that it has inspected the property and that it relies entirely on his own inspection and that there are no other agreements or conditions affecting the property except as expressed herein. All verbal or previous written understandings and agreements, if any, are hereby canceled and rendered null and void.

- (5) The Lessee covenants and agrees with the Lessor as follows:
- (a) to use and manage the demised lands in a proper and businesslike manner at all times as would a reasonably prudent owner in occupancy,
 - (b) to provide proper control of weeds on the demised lands,
 - (c) to permit the Lessor or its duly authorized agent to enter upon the demised lands to view the lands,
 - (d) to indemnify the Lessor against all claims and demands by any person and whether in respect of damage to person or property arising out of or occasioned by the use, maintenance or occupancy of the demised lands.
 - (e) to keep the said lands clean, neat and in good repair and at the end of the term yield them up in such good condition (excepting reasonable wear and tear and fire or storm damage occurring without the Lessee's negligence);
 - (f) to within 30 days of any written notice to do so, repair any defect in the said lands occurring after the commencement of this lease and resulting from the Lessee's acts or neglect.
- (6) The Lessor covenants with the Lessee that, so long as the Lessee pays the rents and observes the covenants of this lease, the Lessee shall have quiet possession of the demised lands.
- (7) The Lessee shall not assign, transfer or otherwise dispose of this lease, or sublet or part with possession of the demised lands either in whole or in part without the prior written consent of the Lessor. The Lessee will not register this lease against the Lessors title.
- (8) The Lessee covenants with the Lessor that there is no construction of permanent structures allowed on the demised lands. The Lessee covenants that the construction of the fence to surround the demised lands will be solely at the Lessee's cost.
- (9) The Lessee covenants with the Lessor that any repairs performed on the underground infrastructure owned by the Lessor may cause damage to the fence. It is the responsibility of the Lessee to repair the fence at their cost.
- (10) The Lessee shall carry adequate and necessary insurance related to the material and equipment stored on the demised lands. This insurance shall cover all risks including fire and environmental liability. There shall be no storage of hazardous materials on the demised lands.

- (11) The Lessee shall abide by all Town of Claresholm bylaws relating to the demised lands, such as, the unsightly/weed bylaw and will keep the demised lands maintained according to Town of Claresholm standards. The Lessee shall be bound by any changes to these bylaws that occur during the lease term.
- (12) If during the term of this lease a breach or default be made in any of the Lessee's covenants or agreements herein contained then the Lessor may enter upon the demised lands and the lease shall immediately become forfeited and void.
- (13) The effective date of this lease shall be December 1, 2008.

IN WITNESS WHEREOF the parties have set their hands and seals this ____ day of _____, 2008.

TOWN OF CLARESHOLM

MAYOR

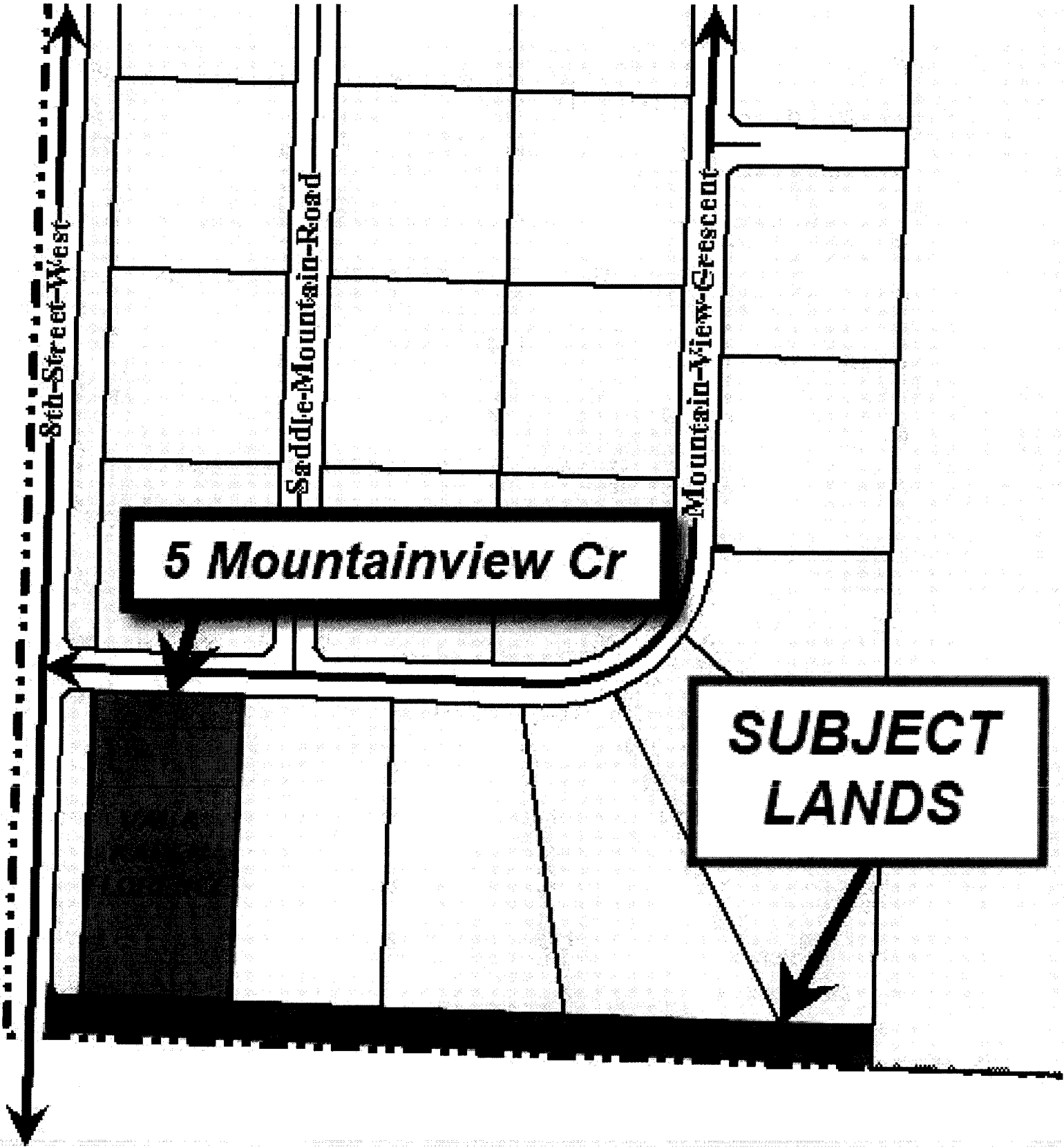
CHIEF ADMINISTRATIVE OFFICER

LESSEE

VAL FLORENCE

KAREN FLORENCE

WITNESS



Sch-Street-West

Saddle-Mountain-Road

Mountain-View-Crescent

5 Mountainview Cr

**SUBJECT
LANDS**

Memo

To: Council
From: Administration
Date: November 21, 2008
Re: West Waterline Issue

OVERVIEW

An open house was held Thursday, November 20, 2008 regarding the change to the point of diversion of Claresholm's raw water from Willow Creek to Pine Coulee. This project affects the nine landowners along the existing 10" treated water transmission line from the west water plant. This line is too large to pump treated water back to the nine users and the chlorine residuals would be too low for safe consumption.

MPE Engineering has recommended that the proposed solution for all parties will be that the Town tap off the line at the water booster station and put in a reducer to a 2 inch tap off for the MD users. The MD users will need to form a water coop to access the water and install a 2" metered distribution line the length of the remaining west water line to service their properties.

MPE Engineering has received confirmation from Water for Life program that this project can be added and that the project will be funded at 70.73% with the water coop having to pay the remainder of the costs. The current users on the line were given two options with estimated costs for their consideration:

1. Put a 2" line inside the existing 10" line; or
2. Dig the 2" line in next to the existing 10" line.

The MD users will need to determine which option they choose. Either option will only be grant funded to a maximum of \$53,000 no matter which of the two they choose. The water coop and the MD will oversee this capital project.

The Town needs to move forward with entering into an agreement with the water coop for treated water supply and all issues this entails with Council's endorsement.

Kris Holbeck, CA CAO Town of Claresholm

November 21, 2008

Honourable Rob Renner
Minister of Environment
#415 Legislature Building
10800 – 97 Avenue
Edmonton, Alberta T5K 2B6

DRAFT

**RE: TRANSFER OF POINT OF DIVERSION FOR TOWN OF CLARESHOLM'S 1905
WATER LICENSE**

The Town of Claresholm is in the process of transferring its historical 1905 1,121 acre feet of water allocation from Willow Creek to Pine Coulee in order to secure our potable water supply for our community, now and into the future.

It has been inferred that this transfer *may* trigger a 10% clawback of our water allocation.

The Town of Claresholm believes that transferring our water allocation from Willow Creek to Pine Coulee (both in the same watershed basin) should not be penalized. Pine Coulee was built to secure the water supply for the Towns of Claresholm and Granum.

Claresholm has one of the oldest water licenses in the province and by clawing back 10% due to this transfer, this penalizes our community unfairly.

Claresholm is an innovative community (2008 AUMA Municipal Sustainability Innovation Award winner) that looks at water as a precious resource which must be well managed and sustained for our future and our growth.

We hope you will champion our cause and communicate with Alberta Environment officials stating your concerns when Environment staff threaten to clawback water allocation from a community which is proactive, forward thinking, and believes in planning and sustainability for our future.

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

Yours truly,

Rob Steel
Mayor
Town of Claresholm

cc: Town of Granum
Municipal District of Willow Creek

INFORMATION ITEMS

CLARESHOLM AND DISTRICT TRANSPORTATION SOCIETY
Board of Directors October 21, 2008

ATTENDEES: Debbie Millar – Wandering Willows
Gerry Cleaver – Lay Representative
Neil Ohler – Lay Representative
Shirley Isaacson – Town of Claresholm
Anna Mae Mifflin – Porcupine Hills Lodge
Bob Thompson – Seniors Center
Earl Hemmaway – M. D. of Willow Creek
Lyal O'Neill – Office Coordinator

REGRETS:

Brydon Saunders – F.C.S.S. Stavely
Ron Hanson– Town of Granum

Neil Ohler, Chair called the meeting to order at 10:00am.

1.0 APPROVAL OF ADDITIONS TO AGENDA

Shirley Isaacson motion to accept the agenda with no additions. Carried.

2.0 APPROVAL OF MINUTES

Motion by Anna Mae Mifflin and seconded by Bob Thompson to accept the minutes of the meeting held September 23, 2008. Carried.

3.0 BUSINESS ARISING

- 3.1 Driver costs for the bus calculated at \$13.50/hour plus deductions including CPP & EI will be paid by Porcupine Hills Lodge for Porcupine Hills Lodge trips.
- 3.2 The lift out of van 2 has been sold and paid for \$250

4.0 CORRESPONDENCE

- 4.1 The letter to the Ministers has been sent with a copy to file.

5.0

REPORTS

- 5.1 Financial Report –Moved by Shirley Isaacson seconded Gerry Cleaver to accept the report. Carried
- 5.2 Office Coordinator Report- Report accepted as read. Discussion re sale of 2005 van. Moved by Debbie Millar seconded Gerry Cleaver that we send a letter to the Lions Club explaining the reasons we chose to replace this van and transfer signs to the new van. Carried.
- 5.3 Advertising & Fundraising- Application for Community Spirits Grant for \$650 is completed and submitted.
- 5.4 Casino – scheduled for April-May-June 2011. Send Thank you to all the volunteer workers.
- 5.5 Chairman's Report- No Report

6.0 NEW BUSINESS

6.1 Motion by Anna Mae Mifflin and seconded by Earl Hemmaway that invitations be extended to Directors, Drivers & partners to join the Porcupine Hills Lodge joint Christmas party. Carried The party will be December 12 at the Legion with supper & Band to follow. Cost \$20/person. Confrim attendance at the next meeting.

6.2 Motion by Debbie Millar and seconded by Shirley Isaacson that we pay a bonus to our drivers of \$50 & to our office coordinator of \$100. Carried.

6.3 Driver pay rates Tabled to November meeting

7.0 NEXT MEETING is 10:00 am. November 18 2008 at Claresholm Town Office

8.0 The meeting was adjourned by Bob Thompson at 10:50 am.

**Claresholm & District Transportation
Comparative Income Statement**

	<u>Actual 04/01/2008 to 10/31/2008</u>	<u>Actual 04/01/2007 to 10/31/2007</u>	<u>Percent</u>
REVENUE			
Sales Revenue			
Revenue From Fares	31,396.00	26,462.00	18.65
Revenue Bus Fares	6,193.50	1,752.00	253.51
Revenue From Grants	8,986.81	0.00	0.00
Donations	25,560.00	26,800.00	-4.63
Dividend/Interest Revenue	16.30	272.53	-94.02
Miscellaneous Revenue	250.00	0.00	0.00
TOTAL REVENUE	<u>72,402.61</u>	<u>55,286.53</u>	30.96
TOTAL REVENUE	<u>72,402.61</u>	<u>55,286.53</u>	30.96
EXPENSE			
Payroll Expenses			
Wages & Salaries	34,768.70	24,582.63	41.44
EI Expense	851.27	617.59	37.84
CPP Expense	915.19	638.45	43.35
WCB Expense	-268.98	352.86	-176.23
Total Payroll Expense	<u>36,266.18</u>	<u>26,191.53</u>	38.47
General & Administrative Expenses			
Accounting & Legal	385.00	385.00	0.00
Advertising & Promotions	344.60	327.60	5.19
Bad Debts	0.00	121.00	-100.00
Courier & Postage	156.00	52.00	200.00
Driver Abstracts/Medicals	75.00	61.50	21.95
Insurance			
Insurance - Exceeds 100KMS	8,604.00	3,809.33	125.87
Insurance van 4	1,223.64	0.00	0.00
Total Insurance Expense	<u>9,827.64</u>	<u>2,575.00</u>	-100.00
Office Supplies	599.84	6,384.33	53.93
		279.60	114.54

733%

Miscellaneous	12.50	-0.20	-6,350.00
Telephone	1,099.26	1,171.32	-6.15
Travel & Entertainment	76.39	117.81	-35.16
Vehicles - Fuel	5,234.97	5,675.65	-7.76
Fuel- Bus	2,162.13	791.45	173.19
Vehicles-Inspections	635.00	400.00	58.75
Vehicles-Maintenance/Repairs	7.50	27.00	-72.22
2004 CARAVAN - 7 PASS	50.98	549.84	-90.73
PHL 92 CHEV - 11 PASS	156.86	477.84	-67.17
WCCC 94 DODGE - 4 PASS - WC	192.36	511.32	-62.38
2005 GRAND CARAVAN - 7PASS	125.97	259.01	-51.36
2006 FORD - 4 PASS -WC	319.41	0.00	0.00
Bus	95.21	172.41	-44.78
Vehicles-Registration	566.00	441.00	28.34
Total Vehicles Expense	9,546.39	9,305.52	2.59
Total General & Admin. Expenses	22,122.62	18,205.48	21.52
TOTAL EXPENSE	58,388.80	44,397.01	31.52
NET INCOME	14,013.81	10,889.52	28.69

Generated On: 11/13/2008

50 Corriveau Avenue
St. Albert, Alberta, Canada T8N 3T5
Telephone (780) 447 8600 Fax (780) 447 8911
www.aglc.gov.ab.ca

Claresholm & District Transportation Society
PO Box 2076
Claresholm, Alberta T0L 0T0

November 10, 2008

ID #137589

Statement of Distribution of Pooled Funds

For the Quarter July 1, 2008 – September 30, 2008

POOL: Casino Pool Casino Lethbridge

	<u>Slots/Keno</u>	<u>Tables</u>	<u>Total</u>
Total Pooled Funds Received	\$ 1,422,940.95	\$ 155,095.08	\$ 1,578,036.03
Deduct Event Losses		3,757.69	3,757.69
Interest Earned on Pooled Funds	10,575.24	1,046.42	11,621.66
	<u>1,433,516.19</u>	<u>152,383.81</u>	<u>1,585,900.00</u>
 Deductions:			
AGLC Licence Fees		11,880.00	11,880.00
Pool Administration Costs *	356.50	1,019.36	1,375.86
Facilities GST Inclusive Fee	.00	8,248.86	8,248.86
	<u>356.50</u>	<u>21,148.22</u>	<u>21,504.72</u>
 Proceeds Available for Distribution	 <u>\$ 1,433,159.69</u>	 <u>\$ 131,235.59</u>	 <u>\$ 1,564,395.28</u>
 Number of Charity Events (Shares)	 <u>46</u>	 <u>46</u>	 <u>46</u>
 Direct Deposit to this Charity	 <u>\$ 31,155.63</u>	 <u>\$ 2,852.93</u>	 <u>\$ 34,008.56</u>

* 5% GST Included (Registration Number: R124072513)

Statement related concerns, contact: Financial Review (Casino Event Details & Pooling)
1-800-272-8876

Banking related concerns, contact: Banking Information Line
1-780-577-6999

CLARESHOLM AND DISTRICT TRANSPORTATION SOCIETY
Board of Directors November 18, 2008

ATTENDEES: Neil Ohler – Lay Representative
Shirley Isaacson – Town of Claresholm
Anna Mae Mifflin – Porcupine Hills Lodge
Brydon Saunders – F.C.S.S. Stavely
Earl Hemmaway – M. D. of Willow Creek
Lyal O’Neill – Office Coordinator

REGRETS:
Gerry Cleaver – Lay Representative
Bob Thompson – Seniors Center
Debbie Millar – Wandering Willows
Ron Hanson– Town of Granum

Neil Ohler, Chair called the meeting to order at 10:10am.

1.0 APPROVAL OF ADDITIONS TO AGENDA

Earl Hemmaway motion to accept the agenda with no additions. Carried.

2.0 APPROVAL OF MINUTES

Motion by Anna Mae Mifflin and seconded by Earl Hemmaway to accept the minutes of the meeting held October 21, 2008. Carried.

3.0 BUSINESS ARISING

- 3.1 2005 van will be listed with Auto Trader this week and a letter sent to the Lions Club.
- 3.2 We now have a letter from AGLC RE Casino and a letter will be sent out this week to all the volunteers.
- 3.3 Please let Lyal know if you will not be attending the Christmas party by December 1. So far we have 3 couples from the drivers & 4 directors attending.

4.0 CORRESPONDENCE

- 4.1 Donation from Rainbow Country Dancers of \$1,000 is very much appreciated.
- 4.2 Proceeds from LA CASINO received \$ 34,008.56

5.0

REPORTS

- 5.1 Financial Report –Moved by Shirley Isaacson seconded Earl Hemmaway to accept the report. Carried
- 5.2 Office Coordinator Report- Nothing more to report than all is running good with more than 85 trips in October. A new record!
- 5.3 Advertising & Fundraising- Application for Community Spirits Grant for \$650 is completed and submitted.
- 5.4 Casino – scheduled for April-May-June 2011.
- 5.5 Chairman’s Report- No Report

6.0 NEW BUSINESS

6.1 Motion by Brydon Saunders and seconded by Shirley Isaacson that the drivers receive a \$1.50 raise effective January 1, 2009. (\$13 - \$15)

7.0 NEXT MEETING is 10:00 am. January 20, 2009 at Claresholm Town Office

8.0 The meeting was adjourned by Brydon Saunders at 10:50 am.

Claresholm & District Chamber of Commerce

Meeting Minutes

Tuesday, October 21, 2008

Call to order

Russell Sawatzky - President called to order the regular meeting of the **Claresholm & District Chamber of Commerce** at **12:15** on **October 21, 2008** at the Roadhouse. There were 18 members present.

Approval of Agenda

Roxanne Thompson moved to approve the Agenda, Cheryl second

Approval of minutes from September 16, 2008

David Moore moved to Adopt. Bernie second

Financial

Grand Prize for the Duck race was dinner by the Kinettes and was a great success. They are willing to do it again in the future. Chamber made \$5000 from the event. Benches for the new park need to be paid for. Lions gave \$8000 to help cover benches. October 21, 2008 we found out we got the grant of \$25,000 to finish off the park. Carmelle Steele feels that we have enough money now to cover the costs of the park. Motion to adopt the financial report was made by Roxanne Thompson and second by Bernie.

Committee/Program Reports

Councillor Dave Moore reported that a tender has been awarded for the water treatment plant and the Town is now working on a tender for Granum. The Town is happy with the progress. The water license has not been transferred yet but is being worked on.

MD Report – Glen reported that the Pine Coulee Campground would remain open all year.

Website – Files didn't work that were sent to Carmelle. Roxanne will send them again.

Fundraising – Nothing new. Now working on the Trade Fair. There may be an early bird draw for a free booth but not sure yet. Booth rates may go up again this year. Roxanne Thompson and/or Lynda Wiebe have forms.

VI. Discussion

Arnold Norgard gave a report on the Communities in Bloom. There were 122 items judges on in the contest for a total of 1000 points. Claresholm got a 723 score and was successful in winning the award. Suggestions included Claresholm Businesses should look into enhancing the recycling. Community Investment was outstanding. Business sector looks great. Industrial sectors need to be cleaned up and trees etc. planted to help beautify the south entrance to Claresholm. The existing Murals are beautiful. C.I.B. grant money came in also now. Provincial Government may be re-opening the main street Program. Arnold will inform us of this program. Need to look into moving and possibly resizing some of the signs around Claresholm but the appearance looks fine.

Roxanne Thompson – mentioned that it is Small Business Week this week in Claresholm Local Press and Chamber has an ad running to bring in new members.

Russell Sawatzky – reports that he received a letter from South Grow. They are having their 2nd annual Creating Opportunities Award. Nominations of agencies, businesses, municipalities can be made and there is a new award section this year. More info can be found at www.southgrow.com. Dave Moore suggested that we nominate the new park. Dave Moore moved to nominate park for Cooperation or Innovation award and Wilf second.

Shirley Isaacson – Introduced Tony Walker of Community Futures working out of Pincher Creek. They offer loans to businesses.

Sherrill Marshall – Reported that her company Rainbow Retirement Ltd has been actively promoting Claresholm at conferences and encouraging businesses to invest in Claresholm by bringing their pensions to Claresholm.

Information Item

Russell Sawatzky announced that Marcia Johnson is no longer with the Chamber of Commerce and will no longer be the Secretary. He mentioned that she was very diligent in her efforts to keep us organized and her skills and helpfulness will be missed. If you know someone looking for excellent administration help Marcia is a good fit.

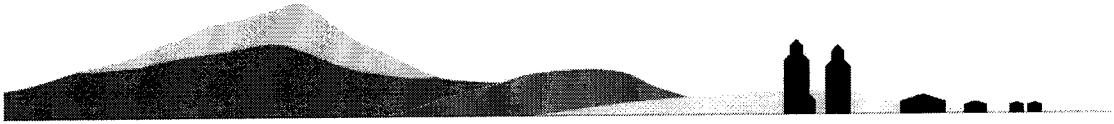
Adjournment

Carmelle Steele moved the meeting be adjourned at 12:40 and Wilf second.

Minutes submitted by:

Minutes approved by:

To Mayor/Reeve and Council



OLDMAN RIVER REGIONAL SERVICES COMMISSION

MINUTES - 6 (2008)
EXECUTIVE COMMITTEE MEETING
Thursday, September 11, 2008 – 7:00 p.m.
ORRSC Boardroom (3105 - 16 Avenue North, Lethbridge)

EXECUTIVE COMMITTEE:	
Paul Goldade - <i>Chair</i>	Vic Mensch (absent)
Terry Michaelis - <i>Vice-Chair</i>	Gordon Wolstenholme
Henry Van Hierden	Dick Fenton
Doug MacPherson	
STAFF:	
Lenze Kuiper - <i>Director</i>	Barb Johnson - <i>Executive Secretary</i>

AGENDA:

- 1. **Approval of Agenda** – September 11, 2008.....
- 2. **Approval of Minutes** – July 3, 2008..... (attachment)
- 3. **Business Arising from the Minutes**
- 4. **New Business**
 - (a) Vehicle Purchase (attachment)
 - (b) Reserve Fund Allocations(handout)
 - (c) Commission Legal Counsel
- 5. **Accounts**
 - (a) Office Accounts – June and July 2008(attachment & handout)
 - (b) Financial Statement – January 1 - June 30, 2008(handout)
- 6. **Director’s Report**
- 7. **Executive Report**
- 8. **Adjournment**.....

CHAIR PAUL GOLDADE CALLED THE MEETING TO ORDER AT 7:00 P.M.

1. APPROVAL OF AGENDA

Moved by: Gordon Wolstenholme

THAT the Executive Committee approves the agenda, as presented.

CARRIED

2. APPROVAL OF MINUTES

Moved by: Terry Michaelis

THAT the Executive Committee approves the minutes of July 3, 2008, as presented.

CARRIED

3. BUSINESS ARISING FROM THE MINUTES

- None.

4. NEW BUSINESS

(a) Vehicle Purchase

- A Request for Sales / Price Quote for a mid-size sedan and SUV was circulated to 22 dealerships, with only 5 responding. Quotes ranged from \$14,448 (manual transmission) to \$21,300 for a mid-size sedan and \$17,006 to \$29,076 for an SUV.

Moved by: Dick Fenton

THAT the Executive Committee authorizes administration to purchase a vehicle of their choice at an amount not to exceed \$20,000 including GST, to be taken from the Operating Reserve-Vehicle fund.

CARRIED

(b) Allocations to Reserve Funds

- Allocations of the 2007 Excess of Revenues over Expenditures (\$537,270) to reserve funds was discussed, as well as term deposit options. Because the Commission is in a good cash position, the Committee decided to pay out the mortgage on the office building (approximately \$160,000) which is currently at 6% interest. Remaining funds will be held in various term deposits with staggered maturity dates. All deposits with ATB Financial are 100% guaranteed.

Moved by: Doug MacPherson

THAT the Executive Committee allocates the \$537,270 Excess of Revenues over Expenditures as follows:

- Mortgage – pay out
- Operating Reserve-Computer – \$15,000
- Operating Reserve-Vehicle – \$25,000
- Operating Reserve-Photocopier – \$3,000
- Operating Reserve-Telephone – \$10,000
- Operating Reserve-Leasehold Improvement – \$75,000
- General Operating Reserve – remainder

CARRIED

(c) Commission Legal Counsel

- The Commission has always had a lawyer on retainer to deal with any legal issues that may arise on a day-to-day basis. Our current lawyer has recently resigned; therefore the Director, in consultation with the planners, has compiled a list of 11 possible candidates with municipal experience. Committee members gave feedback on those listed.

Moved by: Henry Van Hierden

THAT the Executive Committee authorizes administration to put legal counsel services out to tender to any or all of the candidates listed on the handout. **CARRIED**

5. APPROVAL OF ACCOUNTS

(a) Office Accounts

(i) June 2008

5150	Staff Mileage	R. Day	\$ 17.60
5165	GIS Staff Field Expense	J. Ellert	143.61
5150	Staff Mileage	S. Johnson (Apr. - June)	106.04
5320	General Office Supplies	S. Johnson (Apr. - June)	22.55
5530	Coffee & Supplies	S. Johnson (Apr. - June)	9.69
5165	GIS Staff Field Expense	Jaime Thomas	68.14
5165	GIS Staff Field Expense	Jordan Thomas (May)	177.81
5165	GIS Staff Field Expense	Jordan Thomas	113.49
5035	GIS Employees	Webtech	3,500.00
5150	Staff Mileage	Lethbridge Dodge	47.39
2040	Accounts Payable	BDO Dunwoody	15,000.00
2040	Accounts Payable	BDO Dunwoody	7,685.00
5150	Staff Mileage	Imperial Oil	80.79
5150	Staff Mileage	Imperial Oil	820.35
5155	GIS Staff Mileage	Imperial Oil	294.17
5150	Staff Mileage	Bridge City Chrysler	345.00
5280	Janitorial Services	Madison Ave Business Serv	425.00
5285	Building Maintenance	Frosty's Painting	9,097.00
5310	Telephone	Telus	349.23
5580	Equipment & Furniture Rental	Telus	255.78
5330	Dues & Subscriptions	Lethbridge Herald	20.00
5500	Subdivision Notification	Lethbridge Herald	552.16
5350	Postage & Petty Cash	Postage by Phone	3,000.00
5380	Printing & Printing Supplies	Corporate Express	110.26
5380	Printing & Printing Supplies	Citi Commerce Solutions	989.70
5380	Printing & Printing Supplies	Lethbridge Mobile Shredding ...	21.00
5380	Printing & Printing Supplies	Corporate Express	227.68
5500	Subdivision Notification	Corporate Express	16.99
5390	Graphic & Drafting Supplies	Greyhound Canada	17.15
5390	Graphic & Drafting Supplies	Purolator Courier	35.81
5540	Other	Purolator Courier	20.43
5430	Aerial Photos & Maps	M.D. of Willow Creek	200.00
5440	Land Titles Office	Provincial Treasurer	482.00

5460	Public Relations	Costco Wholesale	150.00
5500	Subdivision Notification	Nanton News	111.30
5570	Equipment Repairs & Maint	Lethbridge Document Solutions	937.00
5570	Equipment Repairs & Maint	Xerox	294.00
5570	Equipment Repairs & Maint	Xerox	1,183.77
5580	Equipment & Furniture Rental	Xerox	1,246.66
5598	GIS Computers & Comp Equip	Reiter Computer	2,189.00
1160	GST Receivable	GST Receivable	<u>2,230.83</u>
TOTAL:			<u>\$52,594.38</u>

Moved by: Dick Fenton

THAT the Executive Committee approves the Office Accounts of June 2008 (\$52,594.38), as presented. **CARRIED**

(ii) July 2008

5160	Staff Field Expense	B. Brunner	\$ 54.33
5165	GIS Staff Field Expense	J. Ellert	87.02
5150	Staff Mileage	G. Scott	45.76
5160	Staff Field Expense	G. Scott	30.00
5150	Staff Mileage	G. Stevenson	25.08
5160	Staff Field Expense	G. Stevenson	60.00
5155	GIS Staff Mileage	Jordan Thomas	96.80
5165	GIS Staff Field Expense	Jordan Thomas	103.05
5150	Staff Mileage	Bridge City Chrysler	66.95
5150	Staff Mileage	Bridge City Chrysler	91.99
5150	Staff Mileage	Imperial Oil	1,646.60
5155	GIS Staff Mileage	Imperial Oil	240.96
2040	Accounts Payable	BDO Dunwoody	2,495.00
4140	Approval Fees	A. Dronkelaar	150.00
5150	Staff Mileage	Petty Cash (flat tire repair)	30.00
5320	General Office Supplies	Petty Cash (kleenex, paper plates, Tylenol, cards)	76.31
5390	Graphic & Drafting Supplies	Petty Cash (AA batteries)	19.99
5530	Coffee & Supplies	Petty Cash (coffee, hot chocolate)	46.65
5285	Building Maintenance	Madison Ave Business Services	425.00
5310	Telephone	Telus	353.38
5580	Equipment & Furniture Rental	Telus	197.48
5310	Telephone	Telus	22.21
5310	Telephone	Telus	34.23
5320	General Office Supplies	Corporate Express	34.18
5320	General Office Supplies	Citi Cards	92.37
5570	Equipment Repairs & Maint	Citi Cards	225.90
5330	Dues & Subscriptions	Taber Times	38.00
5380	Printing & Printing Supplies	Lethbridge Mobile Shredding ...	21.00
5390	Graphic & Drafting Supplies	Greyhound Canada	17.33
5390	Graphic & Drafting Supplies	Corporate Express	31.61
5500	Subdivision Notification	Corporate Express	29.61
5390	Graphic & Drafting Supplies	CIP	702.22
5430	Aerial Photos & Maps	County of Warner	216.00

5500	Subdivision Notification	Lethbridge Herald	144.16
5500	Subdivision Notification	Claresholm Local Press	92.48
5500	Subdivision Notification	Corporate Express	92.36
5570	Equipment Repairs & Maint	Pitney Bowes	275.89
1160	GST Receivable	GST Receivable	<u>325.52</u>
TOTAL:			<u>\$8,737.42</u>

Moved by: Gordon Wolstenholme

THAT the Executive Committee approves the Office Accounts of July 2008 (\$8,737.42), as presented. **CARRIED**

(b) Financial Statement – January 1 - June 30, 2008

- Excess revenue over expenditures is approximately \$86,000 for the first half of the year and most accounts are in line with budget projections. There was a question regarding the \$714.99 Accrued Interest Receivable on the Balance Sheet. The Director will look into this and report back at the next meeting.

Moved by: Doug MacPherson

THAT the Executive Committee accepts the unaudited Financial Statement for the 6-month period: January 1 - June 30, 2008, as presented. **CARRIED**

6. DIRECTOR'S REPORT

- The Director gave a verbal report with the following highlights:
 - Alberta Agriculture and NRCB met with our planners regarding subdivision referrals. We are trying to build a better relationship with them as well as more input. This has also been done with Alberta Transportation and Chinook Health and we would like to meet with Alberta Environment.
 - A meeting has been set up with Evan Berger on September 18 in Fort Macleod at 12:30 pm to discuss our role in the new Provincial Land Use Policy Framework. Lenze and Mike will attend and Executive Committee members are invited.
 - Attended a Southern Alberta Alternative Energy Partnership meeting regarding regulations, development credits, prohibited zones, solar and biofuels, etc. We could possibly do a workshop next year on the regulatory side and what to include in land use bylaws,
 - Garrett Stevenson, our Intern Planner, has accepted a position in Kitchener, Ontario. We have sent in the forms to sponsor another intern beginning in June 2009.
 - Lenze, Mike, Steve and Diane will be attending the AACIP Conference at the end of October.

Moved by: Henry Van Hierden

THAT the Executive Committee approves the Director's Report, as presented. **CARRIED**

7. EXECUTIVE REPORT

8. ADJOURNMENT

Moved by: Doug MacPherson

THAT, we adjourn the regular meeting of the Executive Committee of the Oldman River Regional Services Commission at 8:15 p.m. until **Thursday, October 9, 2008** at 7:00 p.m.

CARRIED

/bj

CHAIR: _____



COPY MUNICIPAL PLANNING COMMISSION MINUTES

November 10th, 2008
Town of Claresholm – Council Chambers

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

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

The meeting and agenda originally scheduled for November 7th, 2008 was postponed until November 10th, 2008.

8:40 a.m. Call to Order

Item 1: Action DEVELOPMENT PERMIT
File: D2008.171
Name: JOCEM Inc.
Address: 34 Saskatchewan Crescent
Legal: Lot 1&2, Block 5, Plan 0514376
Regarding: Chain Link Fence, six feet high topped with barbed wire

Motion to Approve by Councillor Moore

Seconded by Councillor Isaacson

CARRIED

Item 2: Compliance COMPLIANCE
File: D2008.176
Name: Linderman Law Office / Marion Thibert
Address: 334 48th Avenue West
Legal: Lot 12, Block 17, Plan 147N
Regarding: Side Yard Encroachment

Motion to issue Legal Non-conforming letter by Councillor Moore

Seconded by Councillor Isaacson

CARRIED

Item 3: Compliance COMPLIANCE
File: D2008.178
Name: North and Company, LLP / Norma Bell
Civic Address: 416 57th Avenue West
Legal: Lot 4, Block 3, Plan 5968 JK
Regarding: Small shed encroaches into adjacent property.

Motion to move or remove shed and resubmit compliance request By Councillor David Moore

Seconded by Councillor Isaacson

CARRIED

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



COPY

MUNICIPAL PLANNING COMMISSION MINUTES

November 14th, 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. Grant Jordan - Member-at-Large
 5. Rob Steel - Chief Elected Official (Ex-officio)
- Regrets: Sharon Duncan - Member-at-Large

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

8:30 a.m. Call to Order

Item 1: Action

DEVELOPMENT PERMIT

File: D2008.145B
Name: Frontier Western Shop Ltd.
Address: 5011 1st Street West
Legal: Lot 12, Block 126, Plan 147N
Regarding: Sign Permit

**Motion to Approve
with conditions
by Councillor Moore**

**Seconded by
Kris Holbeck**

CONDITION(S):
*1.) The sign shall be encompassed entirely
within the property. (As per the approved
site plan).*

CARRIED

08:50 AM Adjourned

**Motion to Adjourn
by Grant Jordan**

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

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



Royal Canadian
Mounted Police

Gendarmerie royale
du Canada

Security Classification/Designation
Classification/désignation sécuritaire

Town of Claresholm
MD of Willow Creek
Town of Stavely

Your File - Votre référence

Our File - Notre référence

Claresholm RCMP Detachment
Box 1209
Claresholm, Alberta
T0L 0T0

Date

November 12, 2008

**Re: Monthly Policing Report
October 2008.**

Dear Sir,

1. Claresholm Detachment dealt with 275 occurrences in the month of October.
2. This past month we had a couple unusual occurrences. You are undoubtedly aware that we were involved in a threat type situation at the High School in Claresholm. This occurred in the last week of the month and was suspiciously similar to threats which occurred earlier in the month in a Fort MacLeod School. While we strongly felt this was also a hoax, all appropriate protocols were followed to ensure student, staff and public safety. The police spent two days working in the school, with numerous students interviewed and several leads being followed up. At this point the list of suspects has been narrowed down considerably however this matter is still be investigated. There was also a streak of vandalism which involved youths breaking the glass on vehicle side view windows. Again, this is still under investigation and ironically obtained our best leads on these occurrences while following up on the school threat incident.
3. Halloween was very quiet, the only issue reported to us was some eggs which were thrown in Stavely.
4. Please find attached a statistical breakdown for our calls for service for the month of October. If you have any questions or concerns please give me a call.

Yours truly,

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

Canada

RCMP GRC 2823 (2002-11) WPT

Page 1 of/de 2

Occurrence Stats (All Violations)

Mayor's Report

From 2008/10/01 to 2008/10/31

Special Unit: k2174

All codes

Violation group - Traffic Offences - Traffic Accidents				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9930 0020 Traffic Collision(s) - Non - Fatal Injury	1	0	1	0	0	0.0%
9930 0030 Traffic Collision(s) - Property Damage - Reportable	14	0	14	0	14	100.0%
	15	0	15	0	14	93.3%

Violation group - Traffic Offences - Provincial Traffic Offences				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9510 0010 Fail to Stop or Remain at Accident Scene (Provincial/Te...	1	0	1	0	0	0.0%
9520 0020 Driving without Due Care or Attention (Provincial/Terri...	1	0	1	1	0	100.0%
9530 0010 Driving While Disqualified or License Suspension (Provi...	0	0	0	0	1	0.0%
9900 0010 Non-Moving Traffic - Occupant Restraint/Seatbelt Violat...	3	0	3	3	0	100.0%
9900 0020 Moving Traffic - Intersection Related Violations - Prov...	3	0	3	5	2	233.3%
9900 0030 Moving Traffic - Speeding Violations - Provincial/Terri...	33	0	33	33	0	100.0%
9900 0040 Other Moving Traffic Violations - Provincial/Territoria...	26	0	26	7	5	46.2%
9900 0070 Other Non-Moving Traffic - Provincial/Territorial	5	0	5	4	0	80.0%
9910 0010 Roadside Suspensions - alcohol related - No grounds to ...	9	0	9	2	8	111.1%
9950 0010 Municipal Bylaws - Traffic	1	0	1	0	1	100.0%
	82	0	82	55	17	87.8%

Violation group - Traffic Offences - Other Criminal Code Traffic Offences				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9310 0030 Failure to stop or remain - property damaged	2	0	2	1	0	50.0%
	2	0	2	1	0	50.0%

Violation group - Traffic offences - Impaired Operation Related Offences				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9230 0010 Impaired Operation (by Alcohol) of Motor Vehicle	4	0	4	4	0	100.0%
	4	0	4	4	0	100.0%

Violation group - Technical Operations - Security Accreditations				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8640 0210 Security Accreditation - General	0	0	0	0	1	0.0%
	0	0	0	0	1	0.0%

Violation group - Provincial Statutes {except traffic}				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
7100 0012 Liquor Act (Provincial/Territorial) - Offences Only	6	0	6	5	3	133.3%
7300 0040 Family Relations Act - Offences Only	1	0	1	0	0	0.0%
7300 0900 Other Provincial/Territorial Statutes (not otherwise sp...	1	0	1	1	0	100.0%
8840 0281 Liquor Act (Provincial/Territorial) - Other Activities	1	0	1	0	1	100.0%
8840 0306 Family Relations Act - Other Activities	4	0	4	0	3	75.0%

Occurrence Stats (All Violations)

Special Unit: k2174
All codes

Mayor's Report
From 2008/10/01 to 2008/10/31

Violation group - Provincial Statutes {except traffic}				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8840 0336 Mental Health Act - Other Activities	3	0	3	0	3	100.0%
8840 0341 911 Act - Other Activities	5	0	5	0	4	80.0%
	21	0	21	6	14	95.2%

Violation group - Provincial Statutes - Municipal By-laws				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9955 0010 Municipal Bylaws - Other	2	0	2	0	2	100.0%
	2	0	2	0	2	100.0%

Violation group - Other Criminal Code - Other Criminal Code				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
3430 0010 Disturbing the peace	1	0	1	0	0	0.0%
3470 0010 Resists/obstructs peace officer	1	0	1	1	0	100.0%
3520 0010 Fail to comply probation order	1	0	1	1	0	100.0%
3530 0020 Harassing phone calls	4	1	3	0	2	66.7%
8550 0140 Breach of Peace	1	0	1	0	1	100.0%
	8	1	7	2	3	71.4%

Violation group - Other Criminal Code - Offensive Weapons				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
3375 0030 Carrying weapon/prohibited device/ammunition in public ...	1	0	1	1	0	100.0%
	1	0	1	1	0	100.0%

Violation group - Other Criminal Code - Corruption				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
3730 0200 Public Mischief	1	1	0	0	0	0.0%
	1	1	0	0	0	0.0%

Violation group - National Survey Codes				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8999 3057 Prisoners Held	5	0	5	4	1	100.0%
8999 3062 Alcohol Abuse / Use Involved	4	0	4	3	0	75.0%
8999 3063 Drug Abuse / Use other than alcohol involved	1	0	1	0	1	100.0%
	10	0	10	7	2	90.0%

Violation group - FES - Consumer Protection				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
6900 0520 Tobacco Act - Offences Only	3	0	3	0	3	100.0%
	3	0	3	0	3	100.0%

Occurrence Stats (All Violations)

Report
10/31

Special Unit: k2174
All codes

May
From 2008/10/01 to :

					Clearance	
Rate	Violation group - Drug Enforcement - Production	Reported	Unfounded	Actual	By Charge	Otherwise
0.0%	4440 0020 Schedule II: Cannabis other - Production	1	0	1	0	0
0.0%		1	0	1	0	0
Rate	Violation group - Drug Enforcement - Possession	Reported	Unfounded	Actual	Clearance	
0.0%	4140 0050 Possession Schedule VIII Cannabis Marihuana - 30 grams ...	3	0	3	1	2
0.0%		3	0	3	1	2
Rate	Violation group - Crimes Against the Person - Sexual Offences	Reported	Unfounded	Actual	Clearance	
0.0%	1330 0010 Sexual Assault	1	1	0	0	0
0.0%		1	1	0	0	0
Rate	Violation group - Crimes Against the Person - Robbery/Extortion/Harassment/Threats	Reported	Unfounded	Actual	Clearance	
0.0%	1625 0010 Criminal Harassment	0	0	0	0	1
6.7%	1627 0010 Uttering threats against a person	3	0	3	1	1
0.0%		3	0	3	1	2
Rate	Violation group - Crimes Against the Person - Assaults {excluding sexual assaults}	Reported	Unfounded	Actual	Clearance	
0.0%	1430 0010 Assault	4	0	4	2	2
0.0%		4	0	4	2	2
Rate	Violation group - Crimes Against Property - Theft under \$5000.00	Reported	Unfounded	Actual	Clearance	
0.0%	2140 0011 Other theft under \$5000 334(b) CC	6	1	5	1	1
0.0%	2141 0011 Theft of car under or equal to \$5000 334(b) CC	2	0	2	0	0
0.0%	2142 0011 Theft under or equal to \$5000 From a motor vehicle 334(...	4	0	4	0	0
.2%		12	1	11	1	1
Rate	Violation group - Crimes Against Property - Theft over \$5000.00	Reported	Unfounded	Actual	Clearance	
0.0%	2130 0005 Other theft over \$5000 334(a)	2	2	0	0	0
0.0%	2131 0021 Theft of truck over \$5000	1	1	0	0	0
0.0%	2131 0041 Theft of other motor vehicle over \$5000	0	0	0	0	1
0.0%		3	3	0	0	1
Rate	Violation group - Crimes Against Property - Possession of Stolen Goods	Reported	Unfounded	Actual	Clearance	
0%	2150 0010 Possession of property obtained by crime less than or e...	1	0	1	1	0

Occurrence Stats (All Violations)

Special Unit: k2174

All codes

Mayor's Report

From 2008/10/01 to 2008/10/31

Violation group - Crimes Against Property - Possession of Stolen Goods				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2150 0020 Possession of property obtained by crime over \$5000	1	0	1	0	0	0.0%
	2	0	2	1	0	50.0%
Violation group - Crimes Against Property - Mischief				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2174 0010 Mischief equal to or under \$5,000 - Damage to, or Obstr...	13	0	13	0	1	7.7%
	13	0	13	0	1	7.7%
Violation group - Crimes Against Property - Fraud				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2160 0075 Fraud (money/property/security) less than or equal to \$...	1	0	1	0	0	0.0%
2160 0080 Personation with intent	0	0	0	0	1	0.0%
	1	0	1	0	1	100.0%
Violation group - Crimes Against Property - Break and Enter				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2120 0020 Break and Enter - Residence	3	1	2	0	0	0.0%
	3	1	2	0	0	0.0%
Violation group - Common Police Activities - Related Police Activities				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8550 0010 Index Checks	42	0	42	0	52	123.8%
8550 0020 Abandoned Vehicles	2	1	1	0	1	100.0%
8550 0030 Suspicious Person/ Vehicle/ Property	9	0	9	0	5	55.6%
8550 0040 Animal Calls	4	0	4	0	4	100.0%
8550 0050 False Alarms	11	0	11	0	10	90.9%
8550 0060 Items Lost/Found - except passports	6	0	6	0	3	50.0%
	74	1	73	0	75	102.7%
Violation group - Common Police Activities - Assistance to General Public				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8550 0080 Person Reported Missing	4	0	4	0	2	50.0%
8550 0101 Request to locate individual	1	0	1	0	1	100.0%
	5	0	5	0	3	60.0%

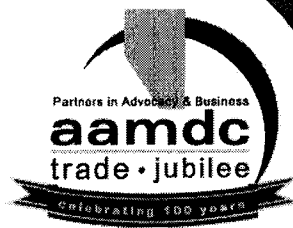
Occurrence Stats (All Violations)

Special Unit: k2174
All codes

Mayor's Report
From 2008/10/01 to 2008/10/31

Violation group - Common Police Activities - Assistance Files	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
8545 0020 Assistance to Canadian Provincial/Territorial Dept/Agen...	1	0	1	1	0	100.0%
	1	0	1	1	0	100.0%

Totals	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
	275	9	266	83	144	85.3%



CONTACT

November 7, 2008

Volume 2008 Issue 45

Infrastructure Fund Canada's Recession Immunization, says FCM Head (from the *Federation of Canadian Municipalities website, November 6, 2008*) When First Ministers meet in Ottawa next week they will be looking to find ways to steer Canada's economy to a soft landing in 2009. A study by economic forecasting firm Informetrica Ltd released today by the Federation of Canadian Municipalities (FCM) shows that they have a powerful recession-busting tool available to them. The study, conducted last June and updated in October, looks at the economic impact of accelerated infrastructure investments. It compares the stimulus impact of \$1 billion in tax cuts (personal and excise tax) to the same amount in accelerated infrastructure investment. The study shows that even a combined \$2-billion tax reduction would produce fewer jobs and a lower economic stimulus than \$1 billion dollars spent upgrading roads, bridges and water mains. The report is good news for the federal government as it looks at ways to cushion the impact of a looming recession without dipping into the red. Because of administrative delays, the cost-shared \$8.8 billion federal Building Canada Fund (BCF), announced in the 2007 budget, has, so far, financed very few projects leaving close to \$3 billion in unspent federal money. At a time when governments in Canada are struggling to deal with the twin challenges of recession and creeping budget deficits, infrastructure spending stands apart from other policy options available to them. To read more on the study, [click here](#).

Province Announces 10-Point Action Plan for School Bus Safety (from the *Government of Alberta website, November 4, 2008*) The Alberta government is moving ahead with a 10-point action plan for improving school bus safety across the province. The plan will make flashing amber lights and strobe lights mandatory, require retrofitting buses with reflective tape and develop consistent hiring criteria for drivers. The action plan follows the recommendations in *Ensuring the Safety of our Children: A Report on School Bus Safety in Alberta*, an overview of all aspects of school bus safety including buses, drivers and carriers/school bus companies. The report looked at factors involved in school bus collisions over a five-year period and recommended 10 strategies to further enhance the safety of school bus transportation. Cost of implementing the plan will be \$7.5 million over two years. The school bus safety report focuses on two main areas - school bus visibility and training for bus drivers. The report does not recommend seat belts on all school buses. To read more, [click here](#).

Changes will Improve Emergency Health Services (from the *Government of Alberta website, November 3, 2008*) Transferring responsibility for ambulance services from the province's municipalities to the provincial government will help improve emergency health services to Albertans. The legislation outlining this change, Bill 43 (*Emergency Health Services Act*), was introduced in the Legislature on November 3, 2008. The Bill, which is slated to replace the *Ambulance Services Act*, provides a framework for the integration of emergency health services into the provincial delivery system. It also allows the traditional ambulance transportation system to expand to include new models of emergency health service delivery. The Bill requires that ambulance services continue to be licensed and adhere to patient safety standards. To read more, [click here](#).

Canada's Rural Demography: 1851 to 2006 (from the *Statistics Canada website, November 4, 2008*) Canada's rural population, namely people who live outside the commuting zone of larger urban centres, has remained fairly stable at about 6 million since 1981. However, stronger growth among the population of larger urban centres has meant that these 6 million people represent a smaller share of Canada's total population. In 2006, their share had declined to about 19% of Canada's population, compared with 20% in 2001. Between 2001 and 2006, the population in rural and small town areas grew by 1%. This was much slower than the growth of 6.4% in larger urban centres. Within these rural and small town areas, population growth was highest during this five-year period in areas strongly linked to urban centres (+4.7%). In areas weakly linked to urban centres, the population declined 1.4%. To read more, [click here](#).

Province Introduces Plan to Better Recognize Immigrant Qualifications (from the *Government of Alberta website, November 7, 2008*) A new plan to improve recognition of foreign-earned qualifications, training and experience sets a direction to help immigrants put their skills to work in Alberta. The Government of Alberta has released *A Foreign Qualifications Recognition Plan for Alberta*. Developed through stakeholder consultation and involving several government ministries, the plan incorporates and recognizes the critical role of employers, educational institutions, professional regulatory organizations and immigrant-serving agencies in the labour market integration of immigrants. Foreign qualification recognition is the process of verifying that the education, skills and job experience obtained in another country meet the standards established for Canadian workers. To read more, [click here](#).

Municipal News

Clearwater County is beginning a year long review of their Municipal Development Plan (MDP). Clearwater County is looking to overhaul their current MDP which is 10 years old.

The City of Camrose and **Camrose County** have successfully reached an agreement regarding the annexation of several parcels of land on the outskirts of the city.

The Recycling Council of Alberta (RCA) has recognized the **MD of Rocky View** for its outstanding achievements in rural recycling. One of the services offered in the MD is the Chuck Wagon Program which allows residents to bring waste and recycling to temporary locations in less densely populated areas of the municipality.

For the third year in a row, the **MD of Greenview** has received the premier's award for healthy workplaces. Alberta Health and Wellness recognized Greenview's wellness program, which promotes exercise, strength training, fruit and vegetable consumption and other points.

Announcements

Climate Change and Municipal Water Supply

Clean Air Partnership (CAP) is the convener of the Alliance for Resilient Cities, a national network of local governments interested in issues related to climate change impacts, mitigation and adaptation. On November 18th, from 13:00-15:00 EST, ARC is hosting its last 2008 web based seminar (webinar) on Climate Change and Municipal Water Supply. One of their recommended resources is a study of Calgary and the Bow River, and two of their speakers will be addressing water supply issues in the Western half of Canada. To register click here.

The Community Spirit Program Toolkit

The Community Spirit Program Toolkit, an online resource for non-profit and charitable organizations, is now available online at www.communityspiritprogram.ca. Print copies are available upon request. This resource is provided to assist non-profit and charitable organizations with their ongoing efforts to raise funds to support their mission, programs and services. The toolkit contains information on the provincial enhanced charitable tax credit, as well as the donation grant program. If you have questions about the program in general or around the completion of your application form, please call 780-644-8604 (toll-free by dialing 310-0000).

Community Spirit Awards

On April 30, 2008, Premier Stelmach and Minister Blackett launched the new Community Spirit Program to benefit the non-profit/voluntary sector. This program has two components – the enhanced charitable tax credit and the new donation grant program. The non-profit/voluntary sector has expressed considerable interest in this program and applications are coming in every day. However, based on feedback, Minister Blackett has extended the application deadline date for the donation grant program from October 1 to December 31. The new application deadline date will also apply to future years. For more information click here.

Announcements

Employment Opportunities

Town of High Level, resumes@highlevel.ca

- Director of Finance

City of Cold Lake, humanresources@coldlake.com

- Engineering Manager
- Engineering Technician

Clearwater County, mmorton@county.clearwater.ab.ca

- Construction Supervisor
- Maintenance Supervisor

MD of Rocky View, careers@rockyview.ca

- Manager, Subdivision & Development

Village of Linden, volassist@telus.net

- CAO

Town of Nipawin, search@executivesource.ca

- Director of Public Works & Utilities

Municipal District of Bonnyville,

rpoole@md.bonnyville.ab.ca

- Director of Agricultural & Waste Services
- Network and Systems Technician

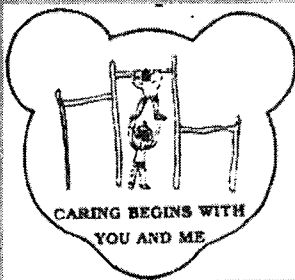
County of Athabasca,

www.athabascacounty.com/Careers

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

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.



Principal's Update

Claresholm Elementary School

Wednesday, November 12



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 hewsonk@lrzd.ab.ca or phone the school at (403) 625-3371.

Week at a Glance

Monday, Nov. 10	LRSD PD Day <i>No school for students</i>
Tuesday, Nov. 11	Remembrance Day
Wednesday, Nov. 12	<i>Subway forms due</i>
Thursday, Nov. 13	Pizza Day <i>Progress Report Review Focus Group—3:45 pm</i>
Friday, Nov. 14	<i>Cookie Dough orders due</i>

Claresholm Elementary School

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

Remembrance Day Assembly

On Friday, November 7, our school participated in our annual Remembrance Day Assembly, honouring the past and present service of our nation's soldiers and recognizing the freedoms Canada receives as a result. Students played an important role, bearing the flags and wreaths, sharing a number of class presentations and learning about the sacrifices made.



A very special thanks to Mrs. Beer, Mrs. Penner and Mrs. Rossiter for their work in organizing and coordinating the assembly.



Growing with Respect Tree

The leaves may have flown away outside but they are growing at a rapid pace inside, as students continue to add to our Growing with Respect tree. A leaf is added for every positive behaviour demonstrated by student in our school.



Looking Ahead...



- Nov. 18** Operation Christmas Child items due
- Nov. 18** Joint Council Meeting 6:30 pm at CES
- Nov. 20** Report Cards home
- Nov. 21** Staff Planning Day
No school for students



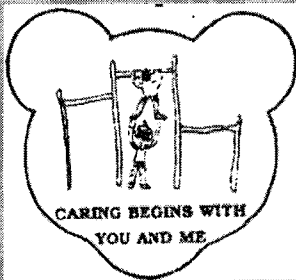
A New Report Card is Coming

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 on **Thursday, November 13** to learn about the report card and offer feedback. Please contact the office if you are interested in participating.



Please plan to attend a Joint Council meeting on Tuesday, Nov. 18 at 6:30 pm at CES. Parents from Claresholm Elementary and West Meadow are invited to attend. An agenda will be available later this week.



Principal's Update

Claresholm Elementary School

Monday, November 17



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 hewsonk@lrzd.ab.ca or phone the school at (403) 625-3371.

Week at a Glance

Monday, Nov. 17	
Tuesday, Nov. 18	Hot Dog Day Joint Council Meeting—6:30 pm
Wednesday, Nov. 19	Subway Day
Thursday, Nov. 20	Pizza Day Progress Reports home
Friday, Nov. 21	Staff Planning Day No school for students

Claresholm Elementary School

Box 728
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Phone: (403) 625-3371
Fax: (403) 625-4920
s-ces@lrzd.ab.ca
www.lrzd.ab.ca/schools/ces

Progress Report Home Thursday



On Thursday, students will be arriving home with a new look report card! After receiving positive response from our parent focus group last week, we hope that our revised progress reports will provide you with excellent information about your child's learning. As we are in a transition process with aligning our reporting, assessing, planning and instruction, each grade level's progress reports look slightly different. Our intent is to continue to move forward at each grade level to develop a comprehensive reporting tool that will be valuable for students, families, and teachers.

As with anything new, there are bound to be lots of questions. I would encourage families to engage in discussions with your child's teacher or myself if you have any questions or wish further clarifications. Hopefully these progress reports will be the starting point for a number of great conversations about your child's learning!

Operation Christmas Child

The deadline for bringing items for Operation Christmas Child has been extended to Tuesday, November 25. There is a drop bin in the front entrance to collect any items coming to the school. The shoeboxes will then be packed by grade three students the following day to prepare for shipping.



Looking Ahead...



- Nov. 25 Operation Christmas Child items due
- Nov. 28 Crazy Hair Day
School Assembly 12:20 pm
- Dec. 11 Final Day for Student Teachers

Please plan to attend a Joint Council meeting on Tuesday, Nov. 18 at 6:30 pm at CES. Parents from Claresholm Elementary and West Meadow are invited to attend.

The agenda will include:

- Modernization update
- Planning for K-12
- LRSD divisional calendars for the next two years

A full agenda is available on the school's website and at the front office (or by email—just email Mr. Hewson).

Childcare will be provided for this meeting.



Our school song is now available online!
Visit the school website this week to download.