



**TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
REGULAR COUNCIL MEETING  
JUNE 22, 2009  
AGENDA**

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

**AGENDA:                    ADOPTION OF AGENDA**  
**MINUTES:                 REGULAR MEETING MINUTES JUNE 8, 2009**  
**FINANCES:                MAY 2009 BANK STATEMENT**  
**PUBLIC HEARING:         BYLAW #1530 – SUBDIVISION & DEVELOPMENT AUTHORITY**

**ACTION ITEMS:**

1. BYLAW #1530 – Subdivision & Development Authority  
RE: 2<sup>nd</sup> & 3<sup>rd</sup> Readings
2. DELEGATION RESPONSE: Robin Alexander & Jennifer Turner – RCMP  
RE: School Resource Officer Position
3. CORRES: Hon. Ray Danyluk, Minister of Municipal Affairs  
RE: Minister's Awards for Municipal Excellence
4. CORRES: Carmangay Library Parade Committee  
RE: Parade on August 1, 2009
5. CORRES: Picture Butte & District Chamber of Commerce  
RE: Parade on August 15, 2009
6. CORRES: Solar Innovations for Southern Alberta  
RE: Seminar
7. CORRES: Victory Church of Claresholm  
RE: Street Closure Request
8. CORRES: George Gish  
RE: Spruce Trees
9. MUNICIPAL SUSTAINABILITY INITIATIVE OPERATING GRANT 2009
10. A & J HOMES LTD. DEVELOPMENT AGREEMENT
11. JULY & AUGUST 2009 MEETING DATES
12. ADOPTION OF INFORMATION ITEMS

**INFORMATION ITEMS:**

1. Joan Ritzen's Letter to Livingstone Range School Division re bussing
2. Claresholm Elementary School Principal's Update – June 8, 2009
3. Claresholm Elementary News – Mid-June 2009
4. albertafirst.com Newsletter June 2009
5. Claresholm Child Care Society Meeting Minutes – May 7, 2009
6. Claresholm Child Care Society Meeting Minutes – June 10, 2009
7. Alberta Infrastructure and Transportation – Commercial Bus & Truck Carriers
8. Claresholm RCMP Detachment Monthly Policing Report – May 2009
9. Oldman River Regional Services Commission – Financial Statements December 31, 2008

**ADJOURNMENT:**



**TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
REGULAR COUNCIL MEETING MINUTES  
JUNE 8, 2009**

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

**ABSENT:** Councillor Connie Quayle

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

**CARRIED**

**MINUTES:** **REGULAR MEETING – MAY 25, 2009**

Moved by Councillor Sutter that the Regular Meeting Minutes of May 25, 2009 be accepted as presented.

**CARRIED**

**DELEGATIONS:** **ROBIN ALEXANDER & JENNIFER TURNER – RCMP**  
**RE: School Resource Officer Position**

Sergeant Jennifer Turner from Fort Macleod and Sergeant Robin Alexander from Claresholm were present to talk about the school resource officer and the DARE program. Fort Macleod and the MD of Willow Creek has expressed an interest in having the program in schools. The RCMP do not have the manpower to run the program, but there is a grant program available that does fit the criteria for a three year term. Needs to be innovative within our region, and it has to target the high risk groups. There is controversy out there to the effectiveness of the DARE program. Having a school resource officer, an RCMP officer would spend one full day per week in the schools. Nanton is not included as they already have two officers trained in the program and are already doing the program there, as their detachment is not as busy. They hope to get \$80,000 from grant funding and the remainder of the \$124,000 required for an officer from the participating areas including Claresholm, Granum, Fort Macleod, Stavely, the MD of Willow Creek and Livingstone Range School Division. The individual would work out of the detachment but would work in the schools. At this point, they cannot specifically ask for an amount as they are unsure of what would come through from the grant, and how much each community should actually contribute. The position would be strictly in the schools and there would be no investigations being done by this person.

**CARRIED**

**ACTION ITEMS:**

1. **CORRES: Crowsnest Pass Community Events Association**  
**RE: Rum Runner Days 2009 Invitation**

Received for information.

2. **CORRES: Municipal District of Willow Creek**  
**RE: DARE Program for Grade 6 Students**

Received for information.

3. **CORRES: Shaw Communications Inc.**  
**RE: Support of Local Television Service**

Received for information.

4. **CORRES: Claresholm Healthy Community Coalition**  
**RE: Fiscal Agent Request**

Referred to administration.

5. **CORRES: Claresholm Healthy Community Coalition**  
**RE: Fundraising BBQ July 10, 2009**

Moved by Councillor Sutter to allow the Claresholm Healthy Community Coalition to use Amundsen Park on July 10, 2009 for a fundraising BBQ.

**CARRIED**

**6. CORRES: Wayne Pedersen**  
**RE: Use of Airport Runways by Vehicles**

Moved by Councillor MacPherson to increase the fee to \$500 per day for use of the X'd out runways at the airport for authorized vehicle training purposes.

**CARRIED**

**7. CORRES: Goldridge Meats Corp.**  
**RE: Request to Waive 2009 Taxes**

Moved by Councillor Moore to deny the request of Goldridge Meats Corp. to waive their 2009 property taxes.

**CARRIED**

**8. CORRES: Claresholm & District Chamber of Commerce**  
**RE: Financing**

Moved by Councillor MacPherson to give the Claresholm & District Chamber of Commerce an extension to April 1, 2010 for the remainder of the loan in the amount of \$5,569.62.

**CARRIED**

**9. CORRES: Jacqui Gruber**  
**RE: Requests**

Moved by Councillor Isaacson to allow Jacqui Gruber to come to Council as a delegation at the June 22, 2009 meeting.

**CARRIED**

**10. PROPERTY TAX EXEMPTION APPLICATION – CARES**

Moved by Councillor Sutter to approve the property tax exemption application from the Claresholm Animal Rescue Society for the 2009 taxation year.

**CARRIED**

**11. ELECTRICAL USE DECREASE INFORMATION AT THE ARENA**

Received for information.

**12. RAIN BARRELS**

Received for information.

**13. ADOPTION OF INFORMATION ITEMS**

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

**CARRIED**

**14. IN CAMERA**

Moved by Councillor MacPherson that this meeting go In Camera.

**CARRIED**

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

**CARRIED**

**ADJOURNMENT:** Moved by Councillor Moore that this meeting adjourn.

**CARRIED**

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MAYOR – ROB STEEL

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SECRETARY-TREASURER – KARINE WILHAUK

**TOWN OF CLARESHOLM  
MAY 2009 BANK STATEMENT**

<b>RECONCILED BALANCE APRIL 30, 2009</b>		<b>-\$627,617.88</b>
<b>DEPOSITS TO BANK</b>	<b>DEBITS</b>	<b>CREDITS</b>
RECEIPTS FOR MONTH	\$378,305.38	
REVOLVING LOAN RECEIVED	0.00	
CURRENT ACCOUNT INTEREST	31.16	
GIC REDEEMED	0.00	
US EXCHANGE	5.42	
TRANSFERS FROM T-BILLS	3,065,597.82	
SUBTOTAL	<b>\$3,443,939.78</b>	
<b>CHARGES TO ACCOUNT</b>		
ACCOUNTS PAYABLE		\$2,073,508.97
PAYROLL CHARGES		83,023.57
INTEREST ON REVOLVING LOAN		0.00
REVOLVING LOAN PAID		0.00
LOAN PAYMENTS		0.00
MASTERCARD PAYMENT		2,754.25
TRANSFERS TO T-BILLS		300,000.00
NSF CHEQUES		0.00
SERVICE CHARGES		120.18
SCHOOL FOUNDATION PAYMENT		0.00
SUBTOTAL		<b>\$2,459,406.97</b>
<b>NET BALANCE AT END OF MONTH</b>		<b>\$356,914.93</b>
<b>BANK RECONCILIATION</b>		
BALANCE PER BANK	1,515,212.35	
PLUS OUTSTANDING DEPOSITS	17,051.81	
LESS OUTSTANDING CHEQUES		-1,175,349.23
<b>RECONCILED BALANCE MAY 31, 2009</b>		<b>\$356,914.93</b>
<b>OTHER BALANCES:</b>		
EXTERNALLY RES GIC'S & T-BILLS	\$3,181,450.04	
NON-RESTRICTED GIC'S & T-BILLS	\$800,282.19	
PARKING RESERVE	\$3,555.67	
WALKING PATHS RESERVE	\$1,923.97	
OFFSITE LEVY RESERVE	\$20,766.15	
SUBDIVISION RESERVE	\$69,421.09	
REVOLVING LOAN BALANCE		\$0.00

**SUBMITTED TO TOWN COUNCIL THIS 22ND DAY OF JUNE 2009**

**MAYOR**

**SECRETARY-TREASURER**

# **ACTION ITEMS**



**TOWN OF CLARESHOLM**  
**BYLAW No. 1530**

BEING A BYLAW IN THE TOWN OF CLARESHOLM IN THE PROVINCE OF ALBERTA FOR THE PURPOSES OF ESTABLISHING A SUBDIVISION AND DEVELOPMENT AUTHORITY.

**WHEREAS**, the Municipal Government Act, Revised Statutes of Alberta 2000 Chapter M-26, as amended, pursuant to Section 623, requires the municipality to adopt a bylaw to establish a municipal Subdivision Authority; and

**WHEREAS**, the Municipal Government Act, Revised Statutes of Alberta 2000 Chapter M-26, as amended, pursuant to Section 624, requires the municipality to adopt a bylaw to establish a municipal Development Authority; and

**WHEREAS**, the Municipal Government Act, Revised Statutes of Alberta 2000 Chapter M-26, as amended, pursuant to Section 626, may adopt a bylaw establish a Municipal Planning Commission; and

**WHEREAS**, the Municipal Planning Commission is authorized to make decisions on applications for subdivision and development approval in accordance with the administrative procedures, land uses and schedules established in the municipal land use bylaw; and

**WHEREAS**, this bylaw may be cited as the Town of Claresholm Subdivision and Development Authority Bylaw;

**PURPOSE**, the purpose of this bylaw is to establish the authority of the Municipal Planning Commission and Designated Officer to carry out the duties of the Development Authority and the Subdivision Authority;

**NOW THEREFORE**, the Council of the Town of Claresholm in the Province of Alberta duly assembled, enacts as follows:

1. Definitions:

- a) **Act** means the Municipal Government Act, Revised Statutes of Alberta 2000 Chapter M-26, as amended.
- b) **Authorized persons** means a person or organization authorized by council to which the municipality may delegate any of its Development Authority powers, duties or functions.
- c) **Council** means the Municipal Council of the Town of Claresholm.
- d) **Designated officer** means a person or persons authorized to act as the designated officer for the municipality as established by bylaw.
- e) **Development Authority** means the person or persons appointed, by bylaw, to exercise only such powers and perform duties as are specified:
  - i) in the Act; or
  - ii) in the Town of Claresholm Land Use Bylaw; or
  - iii) in this bylaw; or
  - iv) by resolution of council.
- f) **Member** means the members of the Development Authority.
- g) **Municipal Planning Commission** ("MPC") means the Municipal Planning Commission of the Town of Claresholm as established by this bylaw.
- h) **Municipality** means the Town of Claresholm in the Province of Alberta.
- i) **Secretary** means the person or persons authorized to act as secretary for the Development Authority.
- j) **Subdivision Authority** means the person or persons who exercise subdivision powers and duties on behalf of the municipality.
- k) All other terms used in this bylaw shall have the meaning as is assigned to them in the Municipal Government Act, as amended from time to time.

**Part 1 – Development Authority**

2. The Development Authority for the Municipality is:

- a) The Designated Officer, for an application for development approval which is a permitted use under the Land Use Bylaw and which complies with the requirements and regulations set out in the Land Use Bylaw.
- b) The Municipal Planning Commission established under this Bylaw, when the application for development permit is:

- i. A discretionary use under the Land Use Bylaw; or
  - ii. A permitted use under the Land Use Bylaw which does not otherwise comply with the requirements and regulations as set out in the Land Use Bylaw.
3. Notwithstanding Section 2, the Designated Officer may forward any application for development approval to the Municipal Planning Commission for a decision.

#### **Powers and Duties**

4. The Development Authority has those powers and duties as set out in the MGA, the Land Use Bylaw and this Bylaw, and any regulations made thereunder.

#### **Appointment of Development Officer**

5. Council may, by resolution, appoint a designated officer as Development Officer(s). The powers and duties of the development officer shall be outlined in the Town of Claresholm Land Use Bylaw.

## **PART 2 – Subdivision Authority**

#### **Establishment**

6. The Subdivision Authority for the Municipality is the Municipal Planning Commission for all applications for subdivision approval.

#### **Powers and Duties**

7. The Subdivision Authority has those powers and duties as set out in the MGA and any regulation thereunder.

#### **Administration**

8. The signing authority for all subdivision related matters is the Chairperson of the Municipal Planning Commission or delegate.
9. When a registerable instrument is submitted for endorsement, the signing authority is authorized to accept minor modifications from that approved by the Subdivision Authority provided:
  - a. there is no increase to the number of parcels;
  - b. municipal, school or environmental reserves are not compromised;
  - c. municipal roads and standards are not compromised;
  - d. changes comply with municipal bylaws, with the exception that minor changes to the Land Use Bylaw standards may be included as provided in Section 654(2) of the MGA.

## **PART 3 – Municipal Planning Commission**

#### **Establishment of the Municipal Planning Commission**

10. That a Commission known as the Municipal Planning Commission of the Town of Claresholm, hereinafter called "MPC" is hereby established.

#### **Membership**

11. The MPC shall be composed of not less than five (5) persons as follows:
  - 2 members at large, who are adult residents of the Town of Claresholm;
  - 2 members of council; and
  - 1 member of council or an appointed member of the administrative staff.

All appointed by resolutions of Council.

12. Three (3) of the members of the MPC shall constitute a quorum.
13. No person who is a member of the Subdivision and Development Appeal Board shall be appointed to act as a member of the MPC.
14. Appointments to the MPC shall be made for a term of 3 years.

15. When a person ceases to be a member of the MPC before the expiration of his term, council shall appoint another person for the unexpired portion of that term within 60 days of receiving notice of the vacancy.

#### **Chairperson and Vice-Chairperson**

16. The MPC shall elect a Chairperson and Vice-Chairperson from its members to preside for a term of one year from the date of election.
17. Where the Chairperson and Vice-Chairperson are both absent from a meeting of the MPC, one of the other members shall be elected by a simple majority to preside over that meeting.

#### **Secretary**

18. The Designated Officer(s) shall serve as Secretary to the MPC, and shall:
  - a. not have a vote;
  - b. notify all members of meetings of the MPC;
  - c. notify the public pursuant to the notification procedure of the Land Use Bylaw and the MGA;
  - d. prepare and maintain a file of written minutes of the business transacted at all meetings of the MPC;
  - e. record decisions of the MPC and issue the decision and/or permit forthwith to all parties affected;
  - f. be authorized to sign on behalf of the MPC any order, decision, approval, notice or other thing made, given or issued by the MPC;
  - g. keep record of the names and addresses of those making representations at the meeting;
  - h. undertake other duties as the MPC may require in the conduct of its business.

#### **Functions and Duties**

19. In the event of a tie vote, any motion of the MPC shall be deemed defeated.
20. The Municipal Planning Commission has the following functions and duties:
  - a. upon request of Council, to advise Council with respect to achieving the orderly, economical and beneficial development, use of land and pattern of settlement in the Municipality
  - b. to serve as a Subdivision Authority pursuant to Part 17 of the MGA and of this bylaw; and
  - c. to serve as a Development Authority pursuant to Part 17 of the MGA and of this bylaw.
21. The Municipal Planning Commission shall hold meetings monthly or as required, and undertake such actions as are necessary to fulfill the powers and duties of the MPC.
22. Applications for subdivision approval shall be considered by the MPC and either approved, with or without conditions, or refused in accordance with the MGA Part 17 and any regulations made thereunder.
23. Development permit applications referred to the MPC shall be considered and either approved, with or without conditions, or refused in accordance with the Land Use Bylaw and the MGA Part 17 and any regulations made thereunder.
24. A decision of the Municipal Planning Commission is not considered final until notification of the decision is given in writing.
25. If a member has a pecuniary interest in the matter before the MPC, the member shall:
  - a. disclose the general nature of the pecuniary interest to the MPC prior to the MPC's consideration of the matter;
  - b. abstain from discussion and disposition on the matter; and
  - c. leave the room in which the meeting is taking place until discussion and disposition of the matter is completed.
26. The abstention of the member and the disclosure of the member's interest shall be recorded in the minutes.
27. Notwithstanding Section 18(f) of this bylaw, any order, decision or approval made, given or issued by the MPC may be signed by the Chairperson or Vice-Chairperson of the MPC.

#### **Repeal**

28. Bylaw No.1360, being the former municipal Subdivision Authority bylaw, is hereby repealed.
29. Bylaw No.1361, being the former municipal Development Authority bylaw, is hereby repealed.



READ a **first** time this **25<sup>th</sup>** day of **May**, 2009.

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
*Chief Administrative Officer*

READ a **second** time this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
*Chief Administrative Officer*

READ a **third** time and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
*Mayor*

\_\_\_\_\_  
*Chief Administrative Officer*

# Memo

**To:** Council  
**From:** Administration  
**Date:** April 27, 2009  
**Re:** School Resource Officer – Enhanced Position

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## **OVERVIEW**

As per the attached email, the Town of Claresholm along with the Towns of Fort Macleod, Stavely, Granum and the MD of Willow Creek and the Livingstone Range School Division have been approached by the RCMP detachments in Fort Macleod and Claresholm (who are working collectively) with a proposal to apply for the above noted position (one) to be the School Resource Officer for the seven schools in the area.

The position's cost (potentially \$124,000) would be funded through the Safe Communities Innovation Fund (requesting up to 75%) and by the other participants based on an agreed costing breakdown over a three year period. After the three years the partners would assess the effectiveness of the position and make a decision it would be continued and how it would be funded without the grant.

The CAO attended the information session at the MD office and it was discussed what this position would do for the communities: be available for children at risk, teach the DARE program as well as other initiatives etc. Some communities have resolved to be a part of this already (MD, Fort Macleod and Granum), if the grant funding for the position over the next three years is secured. These communities have resolved in principle to the amount of funding they are willing to put towards the initiative. The LRSD and Stavely are discussing it this week also at their Board/Council level.

The RCMP members have requested that the Town of Claresholm consider the position and the need for it and that there be a resolution that Claresholm agrees in principle that the School Resource Officer position is supported in the Town and that Claresholm would be willing to help support the funding for the position up to a maximum of \$8,000 each year over the next three years. If the grant application is accepted with a lower percentage being funded by the municipalities, then the Town would pay less each year over the three year term.

**RECOMMENDATION:** That Council discuss the position and determine if the Town of Claresholm is supportive of this intergovernmental initiative. A resolution to support or not support the initiative and the maximum amount of funding Claresholm would be willing to put towards the position is needed so that the intergovernmental grant can be written and the letters of support attached from the participating groups.

*Kris Holbeck, CA CAO Town of Claresholm*

**Subject:** [Fwd: School Resource Officer]  
**From:** Kris Holbeck <kris.holbeck@townofclaresholm.com>  
**Date:** Thu, 16 Apr 2009 14:17:42 -0600  
**To:** don.leonard@townofclaresholm.com

As you are Town protective services councillor I thought I would get your thoughts on this before I commit to attend on our behalf.  
KRIS

----- Original Message -----  
Subject: School Resource Officer  
Date: Thu, 16 Apr 2009 13:32:26 -0600  
From: Cindy <cindy@mdwillowcreek.com>  
To: 'Kris Holbeck' <kris.holbeck@townofclaresholm.com>, <tmgr.townofgranum@shaw.ca>, 'Barry' <manager@fortmacleod.com>, 'Sheryl Fath' <stavely@telusplanet.net>, 'Ellie Elliott' <ElliottE@lrzd.ab.ca>  
CC: <Jennifer.Turner@rcmp-grc.gc.ca>

SGT. Jennifer Turner, RCMP Fort Macleod Detachment has approached some of the municipal Councils regarding the placement of a RCMP (enhanced position) School Resource Officer in place to teach the DARE Program in each of the schools in Claresholm, Fort Macleod, Granum and Stavely. Nanton Schools already have the DARE Program and two officers teaching it.

The cost of an enhanced position is approximately \$120,000 per year. There is a funding program (Safe Communities) that could be applied for and if successful could contribute \$80,000 per year for three years to the program. The rest of the funding (\$40,000) would have to be covered by the partners. If there is an opportunity for a partnered approach involving the School Division and the five municipalities then it would be wise for the administrations to get together and discuss the possibilities.

The DARE program is an intensive anti-drug program targeted at Grade 6. The grade 6 students would have the opportunity of a full fledged RCMP Officer teaching them. The opinion of the M.D. Council is that if the program can be launched for three years at a minimal cost then it would give the partners the opportunity to seek alternative funding when the Safe Communities Program Funding ends. This entire project would of course, be dependent upon the success of the grant application and the willingness of the 6 partners to participate.

Please respond to the availability to attend an information meeting here at the M.D. Office on the following dates:

Noon Luncheon - on one of these dates April 27, 24 or 27<sup>th</sup> or May 7<sup>th</sup> .

I need to pull all 6 of the representative (4 towns, 1 School Division and 1 M.D.) together to meet with Jennifer on the scheduled day to review the program and see if it is feasible.

Please respond as soon as possible. I will be out of the office after 3:00 p.m. until April 21 but will check emails on the morning of April 21. Thank you and I look forward to hearing from you.

Cynthia Vizzutti

Chief Administrative Officer

M.D. of Willow Creek No. 26

P.O. Box 550

Claresholm, Alberta



ALBERTA  
MUNICIPAL AFFAIRS

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

AR42305

June 5, 2009

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

Dear Mayor Steel:

I am pleased to invite the Town of Claresholm to provide submissions for the eighth annual Minister's Awards for Municipal Excellence, which formally recognize local government excellence and promote knowledge sharing among municipalities. These awards offer an opportunity to recognize the great work being done by local governments in Alberta.

An independent review committee, comprised of representatives from various municipal associations, will recommend award recipients in five categories:

Innovation Award – recognizes a leading practice embodying the first use of an idea in a municipal context in Alberta;

Partnership Award – recognizes a leading municipal practice involving consultation, co-ordination, and co-operation with other municipalities, jurisdictions, or organizations;

Smaller Municipality Award – recognizes the innovative practices developed by communities with less than 2,500 residents;

Safe Communities Award – new for 2009, this award recognizes a leading practice that promotes or improves public safety in municipalities; and

Outstanding Achievement Award – recognizes a municipality or municipal partnership that has helped to inspire action and change that has benefited local government practices in Alberta. This award, chosen by the review committee, recognizes the best submission from the other categories.

Submission forms and additional details may be found on the Municipal Excellence Network website at [www.menet.ab.ca](http://www.menet.ab.ca). The submission deadline is July 15, 2009.

.../2

His Worship Rob Steel  
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I encourage you to share your success stories, and I look forward to celebrating these successes with your communities and your neighbours!

If you have any questions regarding the Minister's Awards for Municipal Excellence or the Municipal Excellence Network, please direct them to the Municipal Excellence team, toll-free by dialing 310-0000, then 780-427-2225, or by email at [menet@gov.ab.ca](mailto:menet@gov.ab.ca).

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Danyluk', written in a cursive style.

Ray Danyluk  
Minister

Carmangay Public Library  
14333343777  
p.1

# CARMANGAY LIBRARY PARADE COMMITTEE

Box 67  
Carmangay, Alberta  
T0L 0N0

Dear Administrator:

Greetings! The summer is fast approaching. With summer, as you know, comes the opportunity for each community to celebrate yet another successful year by way of hosting a Parade.

This year, the Carmangay Library Board is proud to announce that we will be organizing a parade in conjunction with the Carmangay District Fair. We would feel very privileged to have your town represented in our upcoming Parade on Saturday, August 1, 2009. The Parade line up is scheduled for 9:00 a.m., the judging is to begin at 9:15 a.m., and the Parade is to begin at 10:00 a.m. Refreshments will be available after the parade.

You are more than welcome to spend the day enjoying the activities slated for our Fair Day, and with your help, we can achieve our best Parade yet.

Also, please keep in mind our 100<sup>th</sup> Birthday Parade, which will be held on Saturday, July 31, 2010. We would love to see you there!

Please R.S.V.P. TO Carole Cheswick at 643-3680 or e-mail [libcarm@hotmail.com](mailto:libcarm@hotmail.com) by July 15. Thank you.

Sincerely,



Carole Cheswick, Parade Chairman

# Picture Butte & District Chamber of Commerce

Box 540  
Picture Butte, AB T0K 1V0

Claresholm Town Council  
Box 1000  
Claresholm, AB T0L 0T0

June 3, 2009

Dear Claresholm Town Council:

RE: PICTURE BUTTE JAMBOREE DAYS PARADE--Saturday, August 15, 2009

The Picture Butte & District Chamber of Commerce cordially invites you to enter your float and/or have a Council/Board member(s) participate in the 2009 Parade.

The day will start with a Pancake Breakfast (7:00 am to 10:00 am) at the North County Sportsplex.

The Parade lineup area will be at the Picture Butte High School south grounds, 401 Rogers Avenue South. (Please use the 5th Street South entrance to the PBHS grounds.) Parade assembly will start at 9:00 am, judging at 10:00 am, and the parade will begin at 11:00 am. Immediately following the parade, the Town of Picture Butte will host a Civic Reception for all parade participants and visiting Mayors, Reeves, and Councillors at the Picture Butte Community Centre, 607 Highway Avenue.


Please call the Town of Picture Butte office (403-732-4555) to advise your attendance status by Friday, July 24, 2009. Please give the names of participating Council/Board members and advise if they require us to provide parade transportation and/or signs or if the participating Council members will have their own transportation and/or signs.

In the best interests of parade spectator safety and parade insurance liability coverage, we ask that no items, including candy, be thrown to spectators from parade entries. We very much welcome items, including candy, being handed out to parade spectators.

This year we are honouring the "Picture Butte Growing Project" for their efforts in helping to feed a hungry world. We hope to see you in Picture Butte on August 15h.

Yours sincerely,

  
Roelof Heinen  
Chamber President

  
Don Becklund  
Parade Coordinator  
Telephone/Fax: (403) 732-4776



June 11, 2009

To All Southern Alberta Businesses, Municipalities, and Solar enthusiasts

From: Naydene Lewis of Okotoks Alberta

RE: SOLAR INNOVATIONS FOR SOUTHERN ALBERTA ONE DAY SEMINAR

Please find enclosed an information brochure and invitation to attend a Solar seminar in Okotoks on August 8, 2009.

This seminar is set up with the assistance of Solar Energy Society of Canada Inc. Currently Northern Alberta has a chapter of SESCO. We do not have one in Southern Alberta. Solar Innovations is an opportunity to network with likeminded individuals who support Solar industry, want to educate staff, and hope to recruit individuals who are willing to learn the technology behind Solar products.

SESCO has been around for a long time, but as many of us are aware, it is very difficult to find Certified technicians using On grid and Off grid systems.

Legislation was currently passed in Alberta to ensure that residents using Off grid systems will receive a return on investment. ie: A Solar installation investment equates to no more electricity bills and actually getting paid by the electricity supplier. With more and more pressure for the public to "go electric" you can be sure the cost of electricity by suppliers will increase, just as the case for Natural gas several years ago when the push was on for that.

The Northern Chapter of SESCO will be on site to speak about the benefits of starting a Southern Alberta Chapter, membership, educational resources, workshops etc. Skyfire Energy of Calgary will be in attendance with their Solar trailer, Goose Creek from Blackie will be in attendance to answer questions and give hands on experience to attendees. University of Calgary has been invited to bring their Solar Car, a local Solar enthusiast will explain how he continues to develop his on grid system, as well as Natural Resources Canada and Alberta Research Council will speak to the issue of Solar energy for the future.

If you are interested in attending, please email or call as per the attached document.

This seminar is open to the public and I encourage you to bring along friends who want more information.

Thank you,

Naydene Lewis

Solar Innovations for Southern Alberta

403-938-6629

Special thanks to Servus Credit Union in Okotoks for providing Financial Services. Okotoks Living Magazine/Source Media Group deserves recognition as well, for their willingness to step up and focus on Sustainable Living in Okotoks. Watch for upcoming articles about water and solar.

# *Solar Innovations for Southern Alberta*

AUGUST 8 2009

OKOTOKS ALBERTA

FOOTHILLS CENTENNIAL CENTRE

9AM TO 4 PM

Contact: Naydene Lewis @ 403-938-6629 or [naydene@telus.net](mailto:naydene@telus.net) for more information

## **PURPOSE**

LIKEMINDED PEOPLE NEED AN OPPORTUNITY TO NETWORK and JOIN TOGETHER

SOLAR ENERGY SOCIETY OF CANADA INC-NORTHERN CHAPTER WILL PRESENT THE OPPORTUNITY TO FORM A SOUTHERN ALBERTA CHAPTER.

[www.solaralberta.ca](http://www.solaralberta.ca)

TICKETS: \$20 EACH INCLUDES LUNCH and BUSINESS DIRECTORY

THIS PROGRAM IS PRESENTED ON A COST RECOVERY BASIS ONLY

## **CURRENTLY SEEKING:**

SPONSORSHIP, VOLUNTEER FACILITATORS AND A FEW INFORMATION BOOTHS

INVITATIONS WILL BE SENT TO Southern Alberta Municipalities, Businesses, Government, and Financial Institutions who promote/install Renewable Energy.

## **WORKSHOPS**

Hands On Learning and Discussion

# Sponsorship/Advertising:

workbook/program/business directory 8 ½ X 11

Black and White only

ADVERTISING/SPONSORSHIP IS FIRST COME FIRST CHOICE OF PLACEMENT

Business Card: \$25

Quarter page: \$50

Half page: \$100

Full page: \$200

**Front or Back Cover Page**

Colour and laminated

Outside Front cover: \$1000 to Sponsor full event

Inside Front cover: \$400 full page

Inside Back cover: \$400 full page

Outside Back cover: \$1000 to Sponsor full event

Due to the nature of this event-cost recovery-any additional funds left over will be held in trust for Solar Energy Society of Canada Inc Southern Alberta Chapter once established.

Website: Solar Energy Society of Canada Inc [www.sesci.ca](http://www.sesci.ca)

*Details:*

Door prizes will be accepted with a minimum \$25 value

All payments must be received no later than July 15, 2009 for sponsorship/advertising-cheques to be paid to the order of:

*Solar Innovations for Southern Alberta*

*Mailed to: 21 Alcock St Okotoks AB T1S 1G8*

All volunteer facilitators/presenters will receive one admission ticket/including lunch.

All Half page/Full page sponsors receive two admission tickets/including lunch.

Contact Naydene Lewis at [naydene@telus.net](mailto:naydene@telus.net) subject line: Solar Innovations 403-938-6629



# Victory Church of Claresholm

PO Box 1779, Claresholm, AB. T0L 0T0

Tel. 403-625-2448, Fax 403-625-5442

E-mail: [victorycc@shaw.ca](mailto:victorycc@shaw.ca)

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June 08, 2009

Mayor & Council

RE: Street closure for community Sports camp and VBS program

This request is again being presented for the closure of 1A west street in front of the Victory church for a children's Sports camp and VBS program. This program will again be a joint effort with the Pentecostal, Nazarene, Faith Community Baptist and Victory churches joining together. We have scheduled the week of August 17 thru to August 21, from 08:00am-12:00noon. Please consider this request.

Regards

Barry T Semeschuk  
Pastor Victory Church of Claresholm

Victory Church of Claresholm  
Box 1779  
Claresholm, Alberta  
T0L 0T0

E-mail: [victorycc@shaw.ca](mailto:victorycc@shaw.ca)

Phone: 403-625-2448

Box 1867  
Claresholm Alberta  
T0L0T0  
June 10, 2009

Dear Town Council:

It has been my observation that a large number of spruce trees in Town are dying. I first noticed this in my own yard beginning 2 years ago. The same die-off is occurring on the Golf Course, as well as in the trees planted around the water storage facility. On touring the rest of the Town the affliction is widespread – not only affecting new trees but also mature trees.

Would the Town consider a consultation with an arborist about this die-off? To get a tree to grow in our climate is a difficult process but I wonder if there is a simple solution to this problem. It is certainly the time to act now as this process appears to be progressing quite rapidly.

George Gish

A handwritten signature in black ink, appearing to be 'G. Gish', written over a horizontal line.

# Memo

**To:** Council  
**From:** Grant Funding Committee  
**Date:** June 19, 2009  
**Re:** Municipal Sustainability Initiative Operating Grant 2009

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## **OVERVIEW**

The Grant Funding Committee met on June 12, 2009 to discuss the possible groups/projects to be funded under the 2009 MSI Operating Grant funding which will be \$146,891 per attachment.

The 2009 funding is to be used in 2009 and projects and funding must be used by the end of 2010. In 2010, it is estimated that the Town will receive the same level of funding.

The following are the projects/organizations that the Grant Funding Committee is proposing for the 2009 year:

- Physician Recruitment Initiative - \$25,000
- Community Centre - \$25,000
- Library - \$15,000
- Golf Course - \$25,000
- Bantam Raiders Football Society - \$10,000
- Kidsport - \$5,000
- Communities in Bloom - \$2,500
- Senior's Drop In Centre - \$7,500

These projects total to \$115,000. The remainder and accruing interest of \$2,500 can be carried forward (must be used in 2010) or utilized towards other initiatives Council would like addressed in 2009. The deadline for project profiles for 2009 is July 1, 2009 so final projects need to be determined at Council on June 22, 2009 if we wish to support these initiatives this year.

*Kris Holbeck, CA CAO Town of Claresholm*

## Municipal Sustainability Initiative 2009 Actual Allocations

Municipality	2009 Capital Funding	2009 Operating Funding	Total 2009 MSI Funding
<b>Total</b>	350,000,000	50,000,000	400,000,000
<b>Cities</b>			
AIRDRIE	2,477,677	483,602	2,961,279
BROOKS	982,377	198,928	1,181,305
CALGARY	114,971,789	0	114,971,789
CAMROSE	1,232,541	246,554	1,479,095
COLD LAKE	960,016	194,671	1,154,687
EDMONTON	71,862,180	0	71,862,180
FORT SASKATCHEWAN	1,380,809	274,781	1,655,590
GRANDE PRAIRIE	3,926,652	759,457	4,686,109
LEDUC	1,551,252	307,230	1,858,482
LETHBRIDGE	6,056,436	1,164,923	7,221,359
LLOYDMINSTER	1,302,898	259,948	1,562,846
MEDICINE HAT	4,653,613	897,855	5,551,468
RED DEER	6,778,413	1,302,372	8,080,785
SPRUCE GROVE	1,500,800	297,625	1,798,425
ST. ALBERT	4,643,899	896,005	5,539,904
WETASKIWIN	831,174	170,142	1,001,316
<b>Towns</b>			
ATHABASCA	212,094	174,362	386,456
BANFF	1,059,987	213,703	1,273,690
BARRHEAD	300,700	163,122	463,822
BASHAW	72,250	103,176	175,426
BASSANO	108,407	156,677	265,084
BEAUMONT	765,443	157,628	923,071
BEAVERLODGE	172,757	95,340	268,097
BENTLEY	90,136	53,243	143,379
BLACK DIAMOND	160,318	42,425	202,743
BLACKFALDS	325,437	73,860	399,297
BON ACCORD	114,946	68,036	182,982
BONNYVILLE	431,505	94,053	525,558
BOW ISLAND	135,568	204,535	340,103
BOWDEN	94,945	83,786	178,731
BRUDERHEIM	95,838	30,149	125,987
CALMAR	150,390	85,009	235,399
CANMORE	1,784,516	351,639	2,136,155
CARDSTON	241,069	377,333	618,402
CARSTAIRS	208,956	51,684	260,640
CASTOR	75,091	109,343	184,434
CHESTERMERE	825,670	169,094	994,764
CLARESHOLM	275,133	146,891	422,024
COALDALE	420,908	229,946	650,854
COALHURST	112,154	101,262	213,416
COCHRANE	1,258,810	251,555	1,510,365
CORONATION	82,678	118,289	200,967



**TOWN OF CLARESHOLM  
DEVELOPMENT DEPARTMENT**

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



# MEMO

**To:** Claresholm Town Council

**From:** Subdivision Authority

**Date:** June 19, 2009

**Re:** Development Agreement Recommendation

Lot 24, Block B, Plan 0512024 (A & J HOMES – Old Gold Course Property)

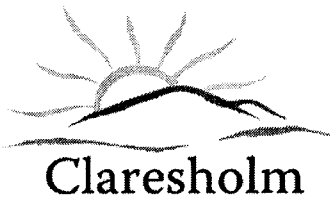
Urgent     For Review     Please Comment     Please Reply     Please Recycle

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## RECOMMENDATION

The Town of Claresholm Subdivision Authority recommends that Council endorse the attached development agreement.

*Jeff Gibeau*  
*Planner / Development Officer*



townofclaresholm.com

Phone: (403) 625-3381

Fax: (403) 625-3869



MEMORANDUM OF AGREEMENT dated this \_\_\_\_ day of \_\_\_\_\_, 2009.

BETWEEN:

**THE TOWN OF CLARESHOLM**  
a municipal corporation, (hereinafter referred to as "the Town")

- and -

**A & J HOMES LTD.**  
a body corporate duly authorized to carry on business in the Province of Alberta,  
(hereinafter referred to as "the Developer")

WHEREAS the Developer is, or is entitled to become, the registered owner of all or a portion of land located within the boundaries of the Town and legally described on Schedule "A" attached to and forming part of this Agreement;

AND WHEREAS the Town and the Developer have agreed to enter into an Agreement to provide services required within and adjacent to the Lands;

AND WHEREAS subdivision approval of the Lands was granted, subject to the Developer entering into a Development Agreement with the Town;

NOW THEREFORE, in consideration of the mutual terms, conditions and covenants to be observed and performed by each of the parties hereto, the Town and the Developer agree as follows:

**1. DEFINITIONS**

1.1 "Engineering Standards" means the procedures, standards, and specifications respecting construction of Municipal Improvements as set forth in the "Town of Claresholm Engineering Servicing Standards" latest revision as at the time of commencement of construction.

1.2 "Final Acceptance Certificate" means a written acceptance issued by the Town for the Municipal Improvements, or a portion thereof, upon the completion of any repairs for defects or deficiencies and the expiration of the Guarantee Period.

1.3 "Guarantee Period" means a period of two (2) years for all Municipal Improvements.

1.4 "Lands" means those lands legally described on the Certificate of Title attached as Schedule "A" and forming part of this Agreement.

1.5 "Municipal Improvements" means those municipal services and facilities identified in Section 4 of this Agreement.

1.6 "Plans" means the plans and specifications prepared by the Developer's Consultant and approved by the Town covering the design, construction and installation of all Municipal Improvements.

1.7 "Public Property" means all properties located within and adjacent to the Lands which are owned or administered by the Town including utility rights of way or easements, following the registration of the Plan or Plans of Subdivision for the Lands.

## 2. SUBDIVISION

2.1 The Developer shall comply fully with all conditions of any subdivision approval that may be imposed by the subdivision authority (or if the subdivision authority's decision is appealed, the final decision upon appeal).

2.2 Prior to any construction or installation of any of the Municipal Improvements referred to in this Agreement, the Developer shall cause a subdivision plan of the said Lands to be prepared and approved by all necessary approving authorities.

2.3 Prior to any construction or installation of any of the Municipal Improvements referred to in this Agreement, the Developer shall register the plan of subdivision within twelve (12) months of the date of this Agreement in the Land Titles Office for the South Alberta Land Registration District. The Developer shall provide the Town with notice of registration.

2.4 In the event that the plan of subdivision for the Lands has been registered by the Developer, and the Developer fails to proceed with the construction and installation of the Municipal Improvements within the time limits specified herein, the Developer shall, upon receiving written notice from the Town to do so, immediately proceed to take all steps necessary to cancel the registration of the plan of subdivision. In any event, the Developer shall have obtained a cancellation of the registration of the plan of subdivision within three (3) months of the Town providing written notice to the Developer.

2.5 Notwithstanding anything to the contrary contained in this Agreement, the Developer hereby irrevocably appoints the Town as its attorney in fact and in law for the purposes of making all necessary or desirable (in the Town's discretion or opinion) applications, executing all necessary or advisable (in the Town's discretion or opinion) documents, and taking all further necessary or advisable (in the Town's discretion or opinion) steps or actions in order to obtain the cancellation of the registration of the plan of subdivision in accordance with the preceding paragraphs of this Agreement.

2.6 The power of attorney conferred upon the Town by the Developer in this Agreement may be exercised by the Town in the event that the Developer has not obtained the cancellation of the registration of the plan of subdivision within three (3) months of the Town providing written notice to the Developer pursuant to paragraph 2.4 above.

## 3. PLANS

3.1 Prior to commencing construction and installation of the Municipal Improvements the Developer shall submit plans and specifications drafted by a professional Engineer (unless otherwise agreed to in writing by the Town) to the Town for approval.

3.2 Prior to commencing construction of any structures the Developer shall submit a building grade plan (grade slip) for each lot to the Town for approval.

3.3 The plans and specifications for the construction and installation of the Municipal Improvements for the proposed development shall conform to municipal standards as set out in the Town's Land Use Bylaw and comply with the Town's Engineering Standards in existence at the time the plans and specifications are submitted to the Town for approval.

3.4 In the event that the plans and specifications required to be submitted by the Developer to the Town pursuant to this Agreement are unacceptable to the Town, the plans and specifications shall be amended or corrected by or on behalf of the Developer and resubmitted to the Town.

3.5 The Developer agrees to supply the Town with a complete set of as-built engineering plans for all Municipal Improvements for the Town's records within six (6) months of acceptance of the Municipal Improvements by the Town.

#### **4. CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS**

4.1 Upon commencing development of the Lands, the Developer shall be responsible for the construction and cost of construction of the Municipal Improvements which shall include the following to be constructed in and adjacent to the said Lands:

- (a) All sanitary sewer systems including holding tanks, service lines, lift stations, mains and appurtenances;
- (b) All drainage systems, including curb cuts and aprons for the dispersion of overland flow, storm sewers, storm sewer connections, lift stations, provisions for weeping tile flow where a high water table or other subsurface conditions cause continuous flow in the weeping tile, and associated works, as required by the Town;
- (c) All water wells, pumps and lines, including all fittings and valves all as and where required by the Town;
- (d) All traffic signs, street signs, development identification signs, zoning signs, and directional signs all as and where required by the Town;
- (e) All access roads to serve the parcels to be created by the subdivision all as and where required by the Town;
- (f) All utilities including electricity, natural gas and telephone. Such utilities to be provided in a location and to a standard to be approved by the appropriate utility company and the Town;
- (g) All dropped curbs adjacent to and within the parcels created by the subdivision all as and where required by the Town;
- (h) All sidewalks adjacent to and within the parcels created by the subdivision all as and where required by the Town; and

4.2 The Developer warrants to the Town that all of the Municipal Improvements shall be constructed and installed in a good and workmanlike manner, in strict conformance to the Plans and proper and accepted engineering and construction practices, in accordance with the terms of this Agreement, in accordance with the Engineering Standards, and in accordance with the requirements of law applicable to the work.

#### **5. ACCEPTANCE OF MUNICIPAL IMPROVEMENTS**

5.1 The Developer shall allow the Town upon the Town's reasonable request, to enter onto the Lands so that the Town may satisfy itself that the Developer is complying with the terms and conditions of the Agreement.

5.2 The Developer shall during the course of the construction and installations of the Municipal Improvements provide and maintain adequate inspection services, supervised by a professional engineer.

5.3 Upon completion of the work by the Developer and prior to the issuance of Construction Completion Certificates for the Municipal Improvements, the Developer's Consultant shall submit to the Town a statement under his/her professional seal certifying that the Developer's Consultant has provided adequate periodic inspection services during the course of the work and that the Developer's Consultant is satisfied that the work has been completed in a good and workmanlike manner in accordance with the Plans, in accordance with the Engineering Standards, and in accordance with accepted engineering and construction practices.

5.4 The Developer shall give written notice to the Town when the Developer claims that the Municipal Improvements have been constructed and installed in accordance with this Agreement.

5.5 Within sixty (60) days of receipt of such notice of completion of Municipal Improvements, the Town shall advise the Developer in writing of its acceptance or rejection of the Municipal Improvements.

5.6 Notwithstanding the preceding paragraph, the Town may give notice to the Developer of the Town's inability to conduct such an inspection within the said sixty (60) days due to adverse site or weather conditions. In such an event, the time limit for such an inspection shall be extended until sixty (60) days following the elimination of such adverse site or weather conditions.

5.7 If the Municipal Improvements are not acceptable to the Town, the Developer shall take all steps necessary to rectify the deficiencies. If the Municipal Improvements are acceptable to the Town, it shall issue a Construction Completion Certificate.

5.8 After acceptance of the Municipal Improvements by the Town, there shall be a Guarantee Period of two years. During this two-year period, the Town shall assume normal operation and maintenance (excluding repairs or matters arising from inadequate or deficient design or construction) of the Municipal Improvements.

5.9 Prior to the expiration of the Guarantee Period, the Developer shall request an inspection by the Town of the Municipal Improvements.

5.10 Within sixty (60) days of receiving such request for inspection, the Town shall perform such inspection.

5.11 Notwithstanding the preceding paragraph, the Town may give notice to the Developer of the Town's inability to conduct such an inspection within the said sixty (60) days due to adverse site or weather conditions. In such an event, the time limit for such an inspection shall be extended until sixty (60) days following the elimination of such adverse site or weather conditions.

5.12 If the inspection reveals no deficiencies, the Town shall issue in writing a Final Acceptance Certificate for the Municipal Improvements.

5.13 In the event that there are any deficiencies (ordinary wear and tear excepted) in relation to a particular Municipal Improvement, the Town may refuse to issue the Final Acceptance Certificate for the Municipal Improvements and require the Developer to repair or replace the whole or any portion of the Municipal Improvements; PROVIDED that upon completion of the repairs or replacement required to correct such deficiencies, the Developer may request a further inspection and issuance of a Final Acceptance Certificate.

5.14 In the event that the Town is of the opinion that any repair or replacement required during the Guarantee Period is of a major nature, the Town shall be entitled, in its discretion, to require a further full Guarantee Period for the particular Municipal Improvement or portion thereof and such further Guarantee Period shall commence upon the Town issuing written notice to the Developer of its acceptance of the repair or replacement work.

5.15 The Town and the Developer agree, notwithstanding the issuance of a Final Acceptance Certificate, that the Developer shall be responsible for a period of five years following the issuance of a Final Acceptance Certificate to repair or replace any of the deficiencies in any of the Municipal Improvements which were not discovered prior to the issuance of the Final Acceptance Certificate.

5.16 Upon the issuance of the Construction Completion Certificate by the Town for the Municipal Improvements, the Developer hereby acknowledges that all right, title and interest in the Municipal Improvements (excluding facilities owned by private utility companies) located on or under Public Properties (including utility rights of way and easement areas) vests in the Town without any cost or expense to the Town therefore, and the Municipal Improvements shall become the property of the Town.

## **6. UTILITY EASEMENTS AND OTHER INSTRUMENTS**

6.1 The Plans, as approved by the Town, shall designate rights-of-way of widths adequate to the needs of the Town and utility companies for the construction and installation of Municipal Improvements, and shall be of a width and in such locations as required by the Town.

## **7. INSTALLATION OF OTHER UTILITIES**

7.1 The Developer shall at its own expense be solely responsible for all costs and expenses relating to the installation, to the Town's satisfaction, of electric power and natural gas to the Lands and within the streets adjoining the lots to be created in the Lands.

7.2 The said electric power and natural gas within the Lands shall be installed within the roadways, utility lots or easement areas, in accordance with the Plans, adjacent to the lots that are intended to be served by such services and shall be installed in a manner and in locations which will permit lot owners within the Lands to hook up to such services upon paying the normal hook-up fees charged by the Utility Company or franchise holder.

7.3 The Developer shall be responsible for making arrangements with a telecommunications provider for the provision of telephone services to lots within the Lands upon any such lot being occupied and the Developer shall be solely responsible for all costs and expenses relating to the installation of such telephone services excepting the normal hook-up costs charged to the customer.

7.4 The Developer shall be responsible for making arrangements with the Cable Television Licensee for the provision of cable television service to lots within the Lands upon any such lots being occupied and the Developer shall be solely responsible for all costs and expenses relating to the installation of cable television service excepting the normal hook-up charged to the customer.

## **8. LEVIES AND FEES**

8.1 The Developer agrees that the Lands will benefit from new or expanded off-site water, sanitary sewer, roadway and storm drainage facilities which will be utilized to provide Municipal services to the Lands, and accordingly, the Developer covenants and agrees to pay the Town off-site levies as established by the Town.

8.2 The Developer covenants and agrees that the off-site levies currently established by the Town and payable by the Developer to the Town are the amounts specified in Schedule "B" of this Agreement and that off-site levies, subject to paragraph 8.3, shall be paid upon the execution of this Agreement.

8.3 The Developer agrees that the costs and expenses for the testing and inspection of the Municipal Improvements, and inasmuch as such costs and expenses are properly part of the costs of constructing and installing the Municipal Improvements and should properly be borne by the Developer.

8.4 The Developer shall submit to the Town, a written request for the Town's approval of the testing and inspection of Municipal Improvements. This request shall be accompanied by all relevant materials as deemed appropriate by the Town.

8.5 Within sixty (60) days of receiving such request, the Town shall review this request and provide the Developer with a letter of approval or a letter of refusal, with reasons / deficiencies.

8.6 If the request was refused than the Developer shall remedy the deficiencies and resubmit a written request to the Town. The Town shall respond in accordance to Section 8.5.

## **9. OVERSIZING AND SHARING OF SERVICING COSTS**

9.1 The Developer recognizes and agrees that the Lands will benefit from the over sizing or construction of Municipal Improvements which have been or will be constructed by parties other than the Developer in areas adjacent to the Lands and other benefiting areas, and therefore, the Developer agrees that it shall bear and pay its proportionate share of such other Municipal Improvements as determined in the discretion of the Town.

9.2 Unless otherwise specifically provided within Schedule "D" attached to this Agreement, the Developer's proportionate share of existing or currently contemplated over sizing be calculated and paid at the time of, or as part of the satisfaction of a condition of, the Town's issuance of the applicable development permit. Any deferral of payment of over sizing costs by the Developer beyond the above-noted deadlines shall be subject to specific

agreement between the Town and the Developer as contained within Schedule "D" attached to this Agreement, and such conditions or other requirements that maybe imposed therein (including, without restriction, the requirement for security for payment, and/or registration and reliance upon the charge contained within Paragraph 13.4 of this Agreement). If as at the date of this Agreement, the Town has not calculated or imposed over sizing costs, and subsequently the Town imposes such charges, nothing in this Agreement precludes the Town from collecting the Developer's proportionate share of over sizing costs at that time or at the time of any further development or subdivision.

9.3 In the event that the Developer's proportionate share of existing or currently contemplated over sizing is capable of being determined as of the date of this Agreement, the Developer's proportionate share for such existing or currently contemplated over sizing shall be as shown within Schedule "C" attached to this Agreement. Otherwise, the method of calculating the Developer's proportionate share of such Municipal Improvements constructed by other parties shall be determined solely by the Town in accordance with good engineering and construction practices, the provisions of any relevant bylaws of the Town and in accordance with any agreements which the Town has entered into, or may enter into, with contractors, other developers or other persons in respect to the construction of such Municipal Improvements.

9.4 Nothing in this Agreement shall preclude the Town from levying in a lawful manner any special frontage assessment or uniform unit rate assessment or special local benefit assessment for the construction, expansion or extension of Municipal Improvements, other than such Municipal Improvements or portions of such Municipal Improvements, which are covered by the provisions of this Section 9.

9.5 The Developer, in constructing the Municipal Improvements as contemplated herein, shall bear the costs of over sizing and extending Municipal Improvements designed and installed to accommodate future developments on land adjacent to the Lands and other benefiting areas, and shall design, construct and install the Municipal Improvements so that such future developments can utilize or benefit from such over sizing or extensions. The Town's requirements for over sizing shall be evidenced within the additional provisions contained within Schedule "C" attached to this agreement, within the Engineering Standards, or otherwise required to be shown within the Developer's Plans at the time of the Town's review and approval.

9.6 The costs of the over sizing or extensions contemplated in Paragraph 9.5 shall be shared costs and the Town and the Developer acknowledge that the Developer shall be entitled to recover such shared costs in accordance with this Agreement.

9.7 The Town shall not be responsible for payment of any portion of the shared costs, except as may be specifically provided elsewhere in this Agreement, or except in respect to lands owned or acquired by the Town, but the Town shall use reasonable efforts to give such assistance to the Developer as it can legally give in the recovery of shared costs by making it a term of any Development Agreement between the Town and owners of any future benefiting developments that such owners pay their proportionate share of such shared costs to the Developer and by requiring payment of the same by such owners as a condition of the use of the Municipal Improvements or as a condition of the approval of any development applications.

9.8 The Developer shall, so soon as reasonably possible, provide the Town with the details of the costs of over sizing or extension of the Municipal Improvements that accommodate future development on land adjacent to the Lands and in other benefiting areas for approval by the Town, and upon the Town approving the said details, the same shall govern for the purpose of determining the amount of shared costs to be paid by such benefiting owners pursuant to Paragraph 9.7.

9.9 The Town agrees that in the event any land adjacent to the Lands, and other benefiting areas which may benefit from the Municipal Improvements oversized or extended by the Developer, is intended to be developed and the Town is advised of any such development, the Town will endeavor to notify the Developer in writing of the intended development. The Developer agrees that upon notice of such intended development being sent by the Town, the Developer shall notify the Town in writing of any claims it has in writing under this Agreement for recovery of shared costs with detailed calculations setting out the amount claimed by the Developer. Until such notice has been delivered by the Developer to the Town, the Town shall not be required to request from the owners of adjacent lands the payment to the Developer of the shared costs attributable to the lands intended to be developed.

Upon receipt of any such notice from the Developer to the Town, the Town will take the steps contemplated by this Agreement to facilitate the recovery by the Developer of the applicable shared costs.

9.10 The Town agrees that in calculating any shared costs payable to the Developer, the Town shall include interest, calculated from the date of Construction Completion of all of the Municipal Improvements, compounded annually, at the Prime Rate plus TWO (2%) per cent; PROVIDED, that interest shall cease to accrue FIVE (5) years from the date of the issuance of Construction Completion Certificates for all of the Municipal Improvements.

9.11 For purposes of calculating interest payable under paragraph 9.10, the Prime Rate established on the first business day of a particular month shall be utilized and shall be deemed to be the Prime Rate for that entire month.

9.12 Due to the potential for significant passage of time between the development of the Lands and the development of other properties, and the corresponding potential for change in development and servicing needs in the near and long term (including, without restriction, alternative servicing based upon proper planning and servicing principles), some oversized Municipal Improvements becoming obsolete or require replacement or renewal prior to payment of all potential proportionate shares by other developers. For these reasons, as well as the lack of further and other development in general, there shall always exist the potential for adjacent or other lands never becoming benefited by some oversized Municipal Improvements. Consequently, and notwithstanding the foregoing and anything to the contrary contained within this Agreement, the Town can not and will not guarantee eventual recovery of proportionate shares of over sizing costs.

## **10. DEFAULT BY THE DEVELOPER**

10.1 In the event that the Town claims that the Developer is in default in the observance and performance of any of the terms, covenants or conditions of this Agreement, the Town may give the Developer thirty (30) days notice in writing of such claimed default and require the Developer to rectify the same within the said period of thirty (30) days.

10.2 In addition to its other rights, the Town shall be entitled to terminate this Agreement if the Subdivision Plan is not registered on or before twelve (12) months from the date of this Agreement. The termination of this Agreement shall be effective upon the Town serving written notice of termination on the Developer. The Developer shall not be entitled to register any Plans of Subdivision for any portion of the Lands unless and until a further written Agreement is entered into between the Developer and the Town.

10.3 In the event the Town terminates this Agreement pursuant to paragraphs 10.1 and 10.2, it is understood and agreed that any financial obligations of the Developer to the Town shall survive and the Town shall be entitled to enforce such financial obligations as if this Agreement remained in full force and effect.

10.4 In the event this Agreement is terminated, the provisions relating to the cancellation of the Plan of Subdivision shall apply.

10.5 Notwithstanding anything to the contrary herein, in the event that the Town, in its discretion, considers it necessary to undertake any immediate work in connection with the construction, installation or repair of the Municipal Improvements in a situation which the Town considers to be an emergency, the Town shall immediately notify the Developer of such situation and shall be entitled to then cause such work to be done; PROVIDED, that upon completion of said emergency work, the Town shall give notice in writing to the Developer if the Town claims that such repair work was made necessary by reason of a default on the part of the Developer in the observance or performance of the terms, covenants and conditions of this Agreement.

10.6 The Developer agrees that the Town shall, for purposes of undertaking any emergency work, have free and uninterrupted access to all portions of the Lands and any other areas under the control of the Developer and that the Town shall not be hindered nor restricted in any manner whatsoever in obtaining or exercising such right of access.

10.7 The Town and the Developer agree that any rights and remedies available to the Town whether specified in this Agreement or otherwise available at law, are cumulative and not alternative and the Town shall be entitled to enforce any right or remedy in any manner the Town deems appropriate in its discretion without prejudicing or waiving any other right or remedy otherwise available to the Town.

## 11. INDEMNITY AND SECURITY

11.1 The Developer shall indemnify and save harmless the Town from any and all losses, costs, damages, actions, causes of action, suits, claims and demands resulting from anything done or omitted to be done by the Developer in pursuance or purported pursuance of this Agreement.

11.2 The Developer covenants and agrees that it shall carry comprehensive liability insurance and that the following provisions shall apply to such insurance:

- (a) the Town shall be a named insured in all public liability policies;
- (b) all policies shall provide that an event of default on the part of the Developer, its servants or agents, shall not be an event of default on the part of the Town;
- (c) none of the policies shall be cancelled unless THIRTY (30) days prior written notice of cancellation is first given to the Town;
- (d) copies of all policies of insurance shall immediately be provided to the Town upon written request by the Town;
- (e) the insurance policies shall have the following minimum limits of coverage:
  - (i) Public Liability or Property Damage - Bodily Injury - each person TWO MILLION (\$2,000,000.00) DOLLARS; each accident FIVE MILLION (\$5,000,000.00) DOLLARS - Property Damage (aggregate) each accident FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS;
  - (ii) Automobile Public Liability and Third Party Property Damage - Owned and Non-Owned Vehicles – Bodily Injury - each person TWO MILLION (\$2,000,000.00) DOLLARS; each accident FIVE MILLION (\$5,000,000.00) DOLLARS - Property Damage, each accident FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS.

11.3 In order to ensure to the Town full compliance by the Developer with the terms, covenants and conditions of this Agreement, the Developer hereby covenants and agrees that it shall deliver and deposit with the Town, security in the form hereinafter prescribed and that the following provisions shall apply to determining the amount of the security and the time or times at which the security shall be deposited with the Town:

- (a) the security shall be deposited by the Developer with the Town at the date of execution of this Agreement;
- (b) the security shall be an amount specified in Schedule "E" of this Agreement:
  - (i) where actual tendered costs are available, the tendered costs shall be used;
  - (ii) where actual tendered costs are not available, the Developer's Consultant shall prepare cost estimates which shall be submitted to the Town for approval.

11.4 It is understood and agreed by the Developer that the Developer shall, during the currency of this Agreement (including the Guarantee Period for the Municipal Improvements prescribed by this Agreement), maintain in full force and effect all security and liability insurance prescribed herein.

11.5 The said security as above referred to shall consist of an Irrevocable Letter of Credit issued by a Chartered Bank or the Treasury Branch, or such other security as may be approved by the solicitors for the Town; PROVIDED, that all security shall be in terms and form to be approved by the Town's solicitors.



11.6 Any Irrevocable Letter of Credit provided as security by the Developer shall contain a covenant by the issuer that if the issuer has not received a release from the Town SIXTY (60) days prior to the expiry date of the security, then the security shall automatically be renewed, upon the same terms and conditions, for a further period of ONE (1) year.

11.7 Any security or insurance herein required to be deposited by the Developer may be required to be increased or decreased by the Town upon written notice to the Developer at any time during the currency of this Agreement if it shall appear to the Town in its discretion that the security or insurance deposited is excessive or insufficient in relation to the costs or protection to the Town, for which security or insurance has been provided. Without limiting the generality of the foregoing the Town may require an increase in security if the Developer has been issued a notice of default under Section 10.

11.8 The amount of security and insurance to be provided by the Developer to the Town may, in the sole and absolute discretion of the Town, be reduced on application by the Developer upon the Developer having received a Construction Completion Certificate or Final Acceptance Certificate for the Municipal Improvements or any of them, so completed; PROVIDED, that, after the issuance of any Construction Completion Certificates and prior to the issuance of Final Acceptance Certificates for all of the Municipal Improvements, the security shall not be less than FIFTEEN (15%) percent of the estimated costs of the Municipal Improvements.

11.9 In the event that the Town is of the opinion that:

- (a) a default by the Developer has not been rectified by the Developer in accordance with the provisions of this Agreement.
- (b) a default by the Developer has been rectified by the Town in accordance with the provisions of this Agreement and the Developer has failed to pay the costs and expenses of such rectification within THIRTY (30) days after receipt from the Town of an account therefore;
- (c) emergency repair work has been done to Municipal Improvements by the Town in accordance with the provisions of this Agreement and the Developer fails to pay the costs and expenses of such repair work within THIRTY (30) days after receipt from the Town of an account therefore;
- (d) the Developer by any act or omission is in default of any term, condition or covenant of this Agreement;
- (e) the security to be provided by the Developer to the Town pursuant to this Agreement is due to expire within a period of SIXTY (60) days and the Developer has not deposited with the Town a renewal or replacement of such security in terms and form acceptable to the Town's solicitors;

the Town may invoke the provisions of this Section, and make demands as payee and beneficiary under the Irrevocable Letter of Credit provided by the Developer to the Town pursuant to the requirements of this Agreement.

11.10 In the event that the Town has negotiated or called upon the security to be deposited by the Developer with the Town in circumstances where the said security was due to expire within the said SIXTY (60) day period, then the Town shall be entitled to hold any funds thereby obtained in lieu of the security which has been negotiated or called upon.

11.11 In the event that the Town has negotiated or called upon the security to be deposited by the Developer with the Town, the Town may, at its option and discretion, use any funds thereby obtained in any manner the Town deems fit to discharge the obligations of the Developer pursuant to this Agreement.

## **12. COMPLIANCE WITH LAW**

12.1 This Agreement does not constitute approval of any subdivision or development permit or other permits granted on behalf of the Town.

12.2 Any provision that is contrary to the law, the same shall be severed and the remainder of this Agreement shall be in full force and effect.

12.3 The Developer shall at all times comply with all legislation, regulations and Municipal Bylaws and resolutions relating to the development of the Lands by the Developer.

## **13. GENERAL**

13.1 **WEEDS, DUST AND GARBAGE CONTROL** – the Developer shall take effective measures to control weeds, dust, dirt and garbage (including building materials) in the Development Area so that weeds, dirt, dust and garbage (including building materials) originating therein shall not be conveyed therefrom by any means whatsoever and cause annoyance or become a nuisance to adjoining property owners and others in the vicinity of the Development Area.

The Town shall first attempt to notify the Developer by telephoning the Developer, or his Consulting Engineer, and notifying them of the problem and if the Town is not able to contact the Developer, or his Consulting Engineer, or if they fail to take effective measures to control the dust and/or refuse from the Development Area after being notified, then the Town shall take such steps as are necessary to eliminate the problem and shall within forty-eight hours notify the Developer in writing of the action taken by the Town.

In the event that the Developer fails to comply with the requirements of this Clause or the notice given, the Town shall be at liberty to take whatever measures it deems necessary to abate any annoyance or nuisance caused to adjoining property owners and others in the vicinity of the Development Area caused by such dirt, dust or refuse and further shall be at liberty to charge the cost thereof to the Developer.

13.2 **BUFFER** – The developer shall plant 5 (five) coniferous trees along the west property line of the proposed street. Trees are to be spaced a minimum of 3.5metres apart, minimum of 60mm in diameter and shall be planted as set forth in the "Town of Claresholm Engineering Servicing Standards" latest revision as at the time of commencement of construction. The remnant area of Road Right-of-Way that is not covered by the paved portion or sidewalk shall be top soiled and planted to grass, to the satisfaction of the Town of Claresholm.

13.3 **SITE PREPARATION** – The developer requires a Development Permit from the Town of Claresholm Development Department before any earthwork is under taken. This permit will address the disposal of the remnant building materials from the prior building demolition.

13.4 The validity and interpretation of this Agreement and of each clause and part hereof shall be governed by the laws of the Province of Alberta.

13.5 A waiver by either party hereto of the strict performance by the other of any covenant or provision of this Agreement shall not constitute a waiver of any subsequent breach of such covenant or provision or any other covenant or provision of this Agreement.

13.6 Whenever under the provisions of this Agreement any notice, demand or request is required to be given by either party to the other, such notice, demand or request may be given by delivery or registered mail to the following address:

Town of Claresholm  
Box 1000  
Claresholm, AB T0L 0T0

FAX: (403) 625-3381

Attention: Kris Holbeck, CA CAO

and

A & J Homes Ltd.  
Box 309  
Okotoks, AB T1S 1A6

Attention: Alex Russel

13.7 The Developer acknowledges and agrees that the Town shall be at liberty, pursuant to the *Municipal Government Act*, R.S.A. 2000, Chapter M-26, as amended, upon the execution of this Agreement, to file at the Land Titles Office for the South Alberta Land Registration District a caveat against the said Lands for the purpose of protecting the Town's interest and rights pursuant to this Agreement.

13.8 The Town acknowledges and agrees that the said caveat must be discharged when the terms of this Agreement have been complied with.

13.9 This Agreement shall not be assignable by the Developer without the express written approval of the Town, which will not be unreasonably withheld.

13.10 Time shall in all respects be of the essence in this Agreement.

13.11 The Developer shall be responsible for and within thirty (30) days of the presentation of an account, pay to the Town any legal and engineering costs, fees, expenses and disbursements incurred by the Town through its solicitors and engineers for all services rendered in connection with the preparation, fulfillment, execution and enforcement of this Agreement.

**14. EXECUTION OF AGREEMENT**

14.1 The Developer hereby acknowledges that it is hereby executing this Agreement having been given the full opportunity to review the same and seek proper and independent legal advice and that the Developer is executing this Agreement freely and voluntarily and of its own accord without any duress or coercion whatsoever and that the Developer is fully aware of the terms, conditions and covenants contained herein and the legal effects thereof.

IN WITNESS WHEREOF the parties hereto have affixed their corporate seals, duly attested by the hands of their respective proper officers in that behalf, as of the day and year first above written.

**TOWN OF CLARESHOLM**

PER: \_\_\_\_\_

PER: \_\_\_\_\_

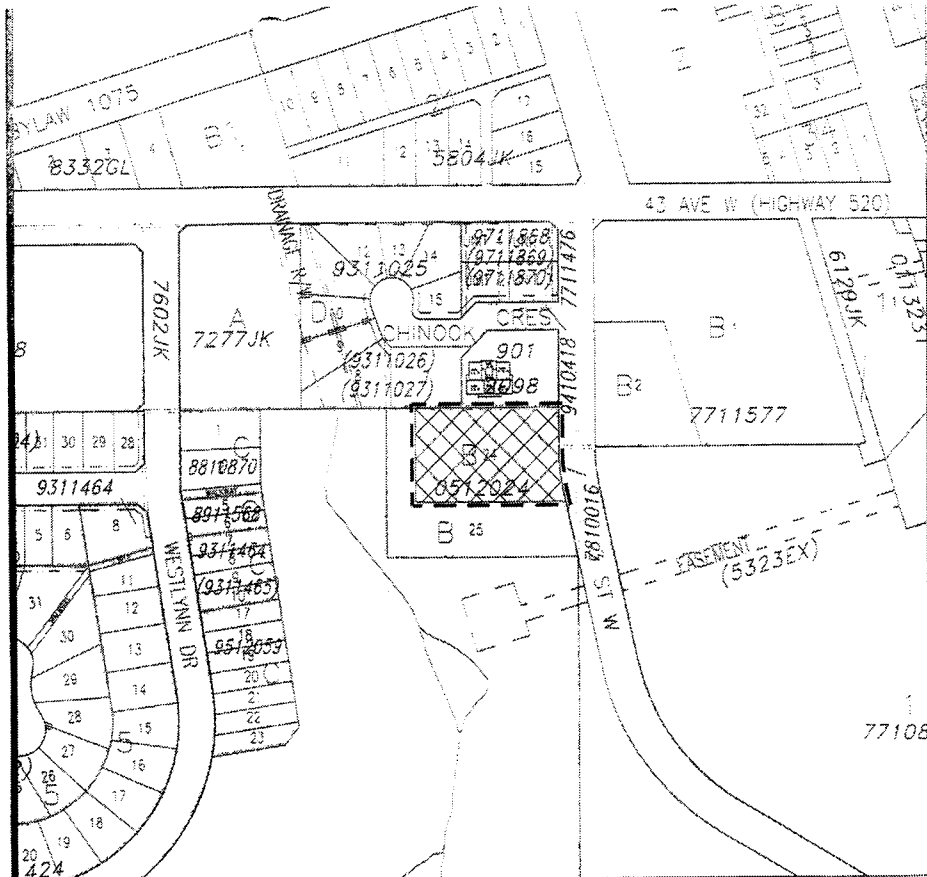
**A & J HOMES LTD.**

PER: \_\_\_\_\_

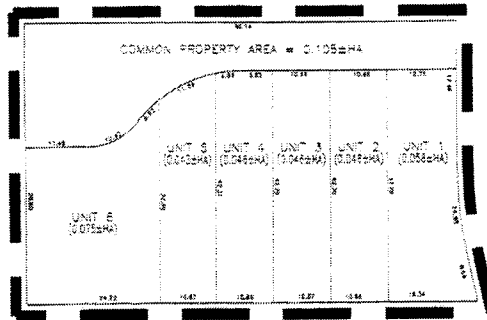
PER: \_\_\_\_\_

**SCHEDULE "A"**

**LANDS**



**PROPOSED**



DETAIL SCALE 3x

**SUBDIVISION SKETCH**

See tentative plan of subdivision by Martin Geomatic Consultants Ltd. File # 070440CE.

LOT 24, BLOCK B, PLAN 0512024 IN

NW 1/4 SEC 23, TWP 12, RGE 27, W 4 M

MUNICIPALITY; TOWN OF CLARESHOLM

DATE; AUGUST 14, 2007

FILE; 2007-0-335



**SCHEDULE "B"****LEVIES & FEES****Past Projects\***

Sewage Lagoon & Outfall Main – (\$827,245 – 1980)	\$2,028,720
Sewage Treatment System – (\$827,138 – 1979)	\$2,252,758

**Current / Future Projects**

Pine Coulee Water Pipeline	\$1,344,663
Water Treatment Plant Upgrade & Main Pumping Station Upgrade	\$4,392,182

---

Total Project Costs Applicable to Development	\$10,018,323
Total Area of Proposed Development	0.29 Hectares
Total Area within Town Corporate Limits @ 1/1/2009	780.247 Hectares
Offsite Levy Based on Proportionate Area	\$ 3723.58
Density Factor	1.00
Offsite Levy for Proposed Residential Subdivision	<b><u>\$ 3723.58</u></b>

**\*NOTE:** Past projects include average inflation rates to present date based on Bank of Canada website calculator ([http://www.bank-banque-canada.ca/en/rates/inflation\\_calc.html](http://www.bank-banque-canada.ca/en/rates/inflation_calc.html))

**SCHEDULE "C"**  
**ADDITIONAL PROVISIONS**

**SCHEDULE "D"****OVERSIZING COST CALCULATIONS**

1. The Municipal Improvements which, at present, have been or are proposed to be constructed by the Town or other parties and which will be of benefit to lands within the Lands are as follows:

<u>Description of Municipal Improvements</u>	<u>Actual or Estimated Cost</u>	<u>Developer's Proportionate Share of Cost</u>
--	---------------------------------	--

2. The Municipal Improvements which are to be extended or oversized by the Developer, and which are eligible for the recovery of shared costs are as follows:

<u>Description of Municipal Improvements</u>	<u>Actual or Estimated Total Cost</u>
--	---------------------------------------

The lands which benefit from the Municipal Improvements which are to be extended or oversized by the Developer are shown on the attached map which forms part of this Schedule.



**SCHEDULE "E"**  
**SECURITY**

1. For purposes of calculating the security required to be deposited by the Developer pursuant to Section 11, and subject to the provisions below, the cost estimates for the construction and installation of the Municipal Improvements for the Lands are as follows:

**COST SUMMARY**

ITEM:	Subdivision Costs
Area (ha)	0.4185 ha.
Number of lots	6
Site Grading	\$24,500
Surface Works	\$77,700
Sanitary Sewers	\$25,100
Water System	\$16,900
Services	\$18,900
Electrical (\$4700 / lot @ 6 lots). Approx. estimate subject to Fortis and electrical Contractor's final cost	\$28,200
<b>A. SUBTOTALS</b>	<b>\$191,300</b>
Consulting Fees	
a). Engineering & Planning (15%)	\$28,700
b). Legal Survey (\$900/lot)	\$5,400
b). Geotechnical (Soils) (3%)	\$5,700
Assessment to Town	
Maintenance (1.5%)	\$2,900
Contingency Allowance (15%)	\$28,700
<b>B. SUBTOTALS</b>	<b>\$71,400</b>
<b>TOTAL (A + B)</b>	<b>\$262,700</b>
<b>TOTAL</b>	<b>\$262,700</b>

\*Cost Summary as prepared by Martin Geomatics Ltd. for A & J Homes - March 9th, 2009

**SCHEDULE "E"**  
**SECURITY**

2. In the event that any of the costs for the construction and installation of the Municipal Improvements for the Lands, as set out above, are estimates, and in the further event that actual tendered costs become available prior to the Developer commencing the construction and installation of the Municipal Improvements for the Lands, THEN, the estimated costs set out above shall be adjusted to reflect the actual tendered cost.

Total Tendered Project Costs	\$130,050.90
Percentage Required	46.1%
<b>Total Security (as per Section 11)</b>	<b><u>\$ 60,000.00</u></b>
Security required prior to commencement of construction	\$ 45,000.00
Security to be transferred	\$15,000.00

McNALLY CONTRACTORS LTD.  
 BOX 1076  
 LETHBRIDGE, ALBERTA  
 T1J 4A2

*APRIL 15, 2009*  
*Revised*  
*May 1/09*

**070440CE - AJ Homes**  
 Claresholm, AB  
 9-Mar-09

**SCHEDULE OF UNIT PRICES  
 UNDERGROUND UTILITIES**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Sanitary Sewer				
1.	150mm diameter pipe, PVC-DR35				
	a) 0.0m to 1.50m depth	65.0	m	100.00	6500.00
	b) 2-50mm rigid insulation	65.0	m	40.00	2600.00
2.	Sanitary Sewer manholes Type 1				
	a) 0.0m to 1.50m depth	1.0	ea	3500.00	3500.00
	b) 0.0m to 1.50m depth (tie-in over existing sewer main)	1.0	ea	5500.00	5500.00
3.	Sanitary T.V. Inspections	65.0	m	12.00	780.00

**TOTAL SCHEDULE "A" 18880.00**

20  
McNALLY CONTRACTORS LTD.

BOX 1076  
LETHBRIDGE, ALBERTA  
T1J 4A2

**070440CE - AJ Homes**

Claresholm, AB

9-Mar-09

**SCHEDULE OF UNIT PRICES  
UNDERGROUND UTILITIES**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Water Distribution System				
1.	100mm dia. Pipe, PVC-DR18 a) 2.0m to 3.0m depth	62	m	125.00	7750.00
2.	Valves <i>NOT REQUIRED WITH HOTTAPS</i> a) <del>200mm dia.</del>	<del>1</del>	ea	—	—
3.	Fittings <i>NOT REQUIRED WITH HOTTAPS</i> a) <del>150x150x100 tee</del> b) 100mm dia. Cap	1	ea	—	—
	<i>HOTTAP</i>	1	ea	300.00	300.00
5.	<i>Flow in to existing water main G.W. VALVE AND</i>	<del>1</del> 2	<del>EA.</del> EA.	8000.00	16,000.00
	<i>ROAD RESTORATION</i>				

TOTAL SCHEDULE "B" 24,050.00

**070440CE - AJ Homes**

Clareholm, AB

9-Mar-09

**SCHEDULE OF UNIT PRICES  
 UNDERGROUND UTILITIES**

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<b>Service Connections:</b>				
1.	Connecting 25mm water service to main, 100mm sanitary sewer service to main inc. supply and installation of corporation stop, saddle, curb stop and stand, sanitary tee saddle, sewer plugs, and 38 x 140 wooden marker painted blue	6	ea	1500.00	9000.00
2.	Supply & install PVC-D28 sanitary sewer pipe (NOT including excavation and backfill)				
a)	100mm diameter	45	m	10.00	450.00
3.	Supply & install Muncipex water service pipe (NOT including excavation and backfill)				
a)	25mm diameter	60	m	10.00	600.00
4.	Excavation of service trench including Class "B" bedding, insulation, backfill and compaction to 98% S.P.D.				
a)	Single Trench	0	m		
b)	Double (common) Trench	35	m	100.00	3500.00
c)	2-50mm rigid insulation	45	m	40.00	1800.00
5.	Electrical Duct Crossing				
a)	100dia. DB2	140	m	10.00	1400.00
b)	Trenching and backfilling	50	m	50.00	2500.00

**TOTAL SCHEDULE "C" 19,250.00**

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070440CE - AJ Homes  
Claresholm, AB  
9-Mar-09

SCHEDULE OF UNIT PRICES  
SURFACE WORKS

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Schedule "D" Roadways, Sidewalks, Curbs & Gutters				
1.	Public Road way Mono Sidewalk, rolled Curb & 300mm Gutter	105.0	m	140.00	14,700.00
2.	Low Profile Rolled Curb & Gutter	95.0	m	80.00	7,600.00
3.	75mm Asphalt Surface Course	940.0	m <sup>2</sup>		
4.	TYPE 3	940.0	m <sup>2</sup>	18.00	16,920.00
5.	200mm - 25mm Crushed Base Course	940.0	m <sup>2</sup>	10.00	9,400.00
6.	Subgrade Preparation (300mm depth)	940.0	m <sup>2</sup>	2.00	1,880.00
7.	Prime Coat	940.0	m <sup>2</sup>	0.70	658.00
8.	Tack Coat	940.0	m <sup>2</sup>	0.50	470.00
9.	General Road Coring	140.0	m <sup>3</sup>	15.00	2,100.00
10.	Road Gutter Swale	25.0	m	250.00	6,250.00
11.	Wheelchair Ramps	1.0	ea	500.00	500.00
12.	1m wide curb cuts on Curb & Gutter to drain	2.0	ea	200.00	400.00
13.	Concrete Removal at tie-in	10.0	m <sup>2</sup>	30.00	300.00
14.	Asphalt Removal at tie-in	50.0	m <sup>2</sup>	10.00	500.00

TOTAL SCHEDULE "D" 61,678.00

NOT INCLUDED

- ① SURVEY AND LAYOUT
- ② TESTING IF REQUIRED

SCHEDULE "A" 18,880.00  
 SCHEDULE "B" 24,050.00  
 SCHEDULE "C" 19,250.00  
 SCHEDULE "D" 61,678.00

A, B, C, D TOTAL 123,858.00  
 5% G.S.T. 6,192.90

130,050.90

REVISED  
MAY 1/09

23

## SCHEDULE "F"

### GRANT OF EASEMENT AND RIGHT-OF-WAY

**FROM:**

**A & J Homes Ltd.,** A Body  
Corporate, incorporated under the laws of the Province  
of Alberta, with its registered office at  
Box 309, Okotoks, AB, T1S 1A6  
in the Province of Alberta  
(hereinafter called "the Developer")

**TO:**

**THE TOWN OF CLARESHOLM,** a municipal corporation  
Having jurisdiction in the Province of Alberta  
(hereinafter called "the Town")

Whereas **A & J Homes Ltd.** is the Registered Owner of those lands described as:

#### EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter called the "Development Area")

Grant

1. The Developer being the registered owner of a freehold estate subject, however, to such encumbrances, liens and interests are notified by memorandum endorsed on the Certificate of Title in all that certain tract of land described in Lot 24, Block B, Plan 0512024, in the Province of Alberta, do hereby in consideration of the sum of ONE DOLLAR (\$1.00) paid to it by the Town, the receipt of which sum is acknowledged by the Developer, grant to the Town and easement and right-of-way through and over the Development Area shaded in grey on the sketch attached hereto as Schedule "A", with free liberty and right-of-way and passage, and of ingress, egress and regress for the Town, its servants and licensees, in as full, free, complete and absolute a manner to all intents and purposes whatsoever as if the same were public road.
2. For the avoidance of doubt, and without restricting the generality of Clause 1 of the Grant, the Developer shall permit the Town, its servants, agents, contractors, employees, licensees, invitees and all others entitled thereto, to enter upon and use the Development Area outlined in red on Schedule "A" hereto for the purposes of planning, constructing, erecting, placing thereon or thereover local improvements, landscaping, utilities, roadways, lanes, sidewalks, curbs, gutters, sewers, waterworks, and other improvements; and also for the purposes of maintaining, altering, repairing, reconstructing, extending, using and improving the said local improvements, landscaping, utilities, roadways, lanes, sidewalks, curbs, gutters, sewers, waterworks and other improvements: PROVIDED, the benefit of easement and licence hereby granted shall be the subject to the right of the Developer to continue to use the lands affected thereby for its existing development located on the Development Area and use shall not unreasonably interrupt or impede nor shall in any way, endanger the operation of the Development.

General

3. The Developer acknowledges that the Development Area is intended to be made subject to an easement and Right-of-Way against the Development Area with the Registrar of the South Alberta Land Registration District.

~~14~~ (24)

4. Any notice or communication under this Grant of Easement and Right-of-Way shall be sufficiently served if delivered to the Developer at:

**A & J Homes Ltd**  
Box 309,  
Okotoks, AB, T1S 1A6

And shall be sufficiently served if delivered to the Town at:

TOWN OF CLARESHOLM  
Box 1000, 221 – 45 Avenue West  
Clareholm, AB T0L 0T0

And the Developer and the Town may from time to time change the said address to which notice is to be given to it by mail as aforesaid by written notice given to the other party herein; and if delivery as aforesaid, any such notice or communications shall be deemed to have been given Twenty-Four (24) hours from the time when it was delivered.

**IN WITNESS WHEREOF,**

Has caused its seal to be affixed by its duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

Per: \_\_\_\_\_ (seal)



20 25

**SCHEDULE "A"**

To the Grant of Easement and Right-of-Way

SKETCH OF DEVELOPMENT AREA OUTLINED IN RED

21 (26)

**SCHEDULE "G"**  
**GENERAL UTILITY RIGHT-OF-WAY**

This Agreement between

**A & J Homes Ltd.,** A Body  
Corporate, incorporated under the laws of the Province  
of Alberta, with its registered office at  
Box 309, Okotoks, AB, T1S 1A6  
in the Province of Alberta  
(hereinafter called "the Developer")

**THE TOWN OF CLARESHOLM,** a municipal corporation  
Having jurisdiction in the Province of Alberta  
(hereinafter called "the Town")

dated the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 200\_\_

**A & J Homes Ltd.** being the Registered Owner of all those certain lands situated in the Province of Alberta, and more particularly described as follows, namely:

**PLAN 0512024**  
**BLOCK B**  
**LOT 24**  
**EXCEPTING THEREOUT ALL MINES AND MINERALS**

DO HEREBY in consideration of the sum of ONE (\$1.00) Dollar and other good and valuable consideration, the receipt whereby acknowledged, GIVE, GRANT, TRANSFER AND MAKE OVER unto the Town of Claresholm (hereinafter referred to as the "Town") the right, privilege and easement of a right-of-way, in, through and over the following described lands, namely:

On plan outlined in black showing utility rights-of-way registered as Plan \_\_\_\_\_ (hereinafter referred to as the "right-of-way")

for purposes of digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting and operating sewer, storm sewer, water, gas, electrical, telephone and telecommunications lines, or any one or more of them, together with the usual and ordinary appurtenances thereto, (all or any one or more of which are hereafter referred to as the "utility line or lines") to be laid in, under, on over or across the right-of-way the said right, privilege and easement being subject to the following terms and conditions which are hereby agreed to by and between the Municipality and the Grantor, namely:

1. The term the "Town" wherever used in these presents shall include and shall be interpreted to mean the Town of Claresholm and the nominees or appointees of the Town.
2. The easement of a right-of-way hereby granted shall be for such length of time as the utility line or lines are required by the Town.
3. The Town, its tenants, contractors, subcontractors, officers, servants, agents and workmen shall have the full and free right and liberty to have ingress, egress and to pass and repass on the right-of-way either on foot or by means of vehicles or necessary machines whatsoever, and to remain on the right-of-way for all purposes of digging, putting down, taking up, relaying, connecting, disconnecting, constructing, repairing, replacing, maintaining, inspecting, and operating the utility line or lines.

4. The Town in carrying out any of the aforesaid operations will do so in a good and workman like manner and will cause or do as little damage and inconvenience to the owner or occupier of the said lands, as is possible, and any excavations or workings made or done on connection therewith shall, so far as is reasonably practicable, be restored to its former condition. The replacement of trees, shrubs, landscaping other than grass, fences other than wood and driveways shall be deemed to be impracticable.
5. The Grantor covenants that it will not build, erect or maintain nor permit or suffer to be built, erected or maintained on the right-of-way any building or structure, nor will not plant or maintain, nor allow or suffer to be planted or maintained thereon any trees, shrubs or landscaping which would or could prevent or hinder the exercise by the Town of any of the rights hereinbefore granted.
6. The Town will indemnify and save harmless the Grantor from and against all claims, damages, debts, dues, suits, actions and causes of actions, costs or sums of money that the Grantor may suffer to be put to reason of anything done by the Town in the exercise of any of the rights and privileges herein granted.
7. This easement of a right-of-way and covenants herein granted are and shall be covenants running with the land.
8. The rights, privileges and obligations hereunder shall extend to and shall be binding upon the Town of Claresholm, its successors and assigns.

**IN WITNESS WHEREOF** The Town of Claresholm has hereunto caused its corporate seal to be affixed, attested by the hands of its proper officers in this behalf and the Grantor has hereunto caused its corporate seal to be affixed, attested by the hands of its proper officers in this behalf, at CLARESHOLM in the Province of Alberta, as of the day herein first written.

**TOWN OF CLARESHOLM**

\_\_\_\_\_  
Mayor/Deputy Mayor

(seal)

\_\_\_\_\_  
Chief Administrative Officer

**DEVELOPER**

\_\_\_\_\_

(seal)

\_\_\_\_\_

# **INFORMATION ITEMS**

JOAN RITZEN  
P.O. BOX 1203  
CLARESHOLM, ALBERTA  
T0L 0T0

June 15, 2009

Livingstone Range School Division  
P.O. Box 69  
Claresholm, Alberta  
T0L 0T0

SUBJECT: IN-TOWN BUSSING

As a parent that lives on the east side of town, I find it very disappointing to be losing our in-town bussing. It has been a great service for the past number of years. I'm aware budgets have been scaled back and the lack of funding for programs but the bussing program has operated in previous years when budgets were tight with aligning school closures so the busses were not running half empty. The number one concern is the safety of the students that will be crossing a very busy highway twice a day. The traffic volume on the #2 highway has grown significantly in the past years and people are trying to speed through the lights to avoid stopping. If I remember correctly the in-town bussing was put in when the West Meadow School was built due to the distance from the east side. If more parents are driving their kids to school, this will add to the volume of traffic and congestion in the area that is not a good situation either. A number of kids will be dropped off at the school earlier so parents can get to work on time or hang around later in the day until they can get picked up. This decision will also have an impact on the resale value of homes on the east side. The east side is a nice place to live but families will think twice about purchasing in the area. I doubt if this would be offset in our taxes.

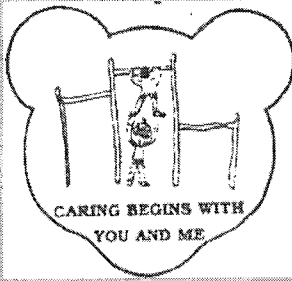
I also don't understand why we can pay for the bussing this year but then you plan to drop it next year. These busses are coming through town half empty so why not allow us to continue to offset some of the expenses. Some parents may be against paying for in-town bussing when the rural families don't have to cover any costs but I would be willing to pay for that service if the fee remained reasonable. As a parent, these little changes keep getting more frustrating to have to accept without some feedback on my part to the school division. Last year we were told that we would be going to early dismissal on Fridays and that a number of parents were in favour. The majority of parents did not voice their opinion as they felt it was already a done deal so why bother. I voted against early dismissal and still do not support it. Now we are told the bus service will only run for one more year than be phased out. I have to wonder how cost effective it is operate the schools for part of day on Friday. Would it not be better for the 3 schools to go with every 3<sup>rd</sup> Friday off then putting the costs out to operate the schools and busses for part day on Friday? This would be easier on parents that have to make arrangements and any staff that commute to Claresholm.

I do hope that the school division will try to continue maintaining some in-town bussing for the east side students.

Sincerely,

Joan Ritzen

c.c.: Claresholm Town Council



# Principal's Update

## Claresholm Elementary School

Monday, June 8



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

### Week at a Glance

Monday, June 8	
Tuesday, June 9	Hot Dog Day
Wednesday, June 10	
Thursday, June 11	Pizza Day Diane Lane String Quartet 9:00 am
Friday, June 12	Kindergarten Field Trip—Little Bow Colony Ice Cream at noon recess—\$1

### Claresholm Elementary School

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



## Sports Day and Family Barbeque—June 23

June 23 will be the final day for CES students and will involve a family barbeque and sports day, in partnership with West Meadow School. Students will spend the morning at CES, including a final assembly, before walking to West Meadow for a family barbeque. The afternoon will involve a Sports Day on the West Meadow Field, while West Meadow students participate in their Track and Field Activities. A complete schedule and plan for the day will be included in the mid-month newsletter to be sent home next week. It should be a great final day for students, staff and families!!



## Looking Ahead...



- June 16** Grade 2 Field Trip—Fort Macleod
- June 16** Grade 3 PAT—LA Pt. B
- June 16** School Council meeting 6:30 pm
- June 18** Grade 3 PAT—Math Pt. B
- June 18** Family Boogie Night with Bobby Boogaloo—6:00 pm
- June 19** Kindergarten Field Trip—Little Bow Colony
- June 23** Sports Day—Final Day for Students
- June 24-26** Staff Planning Days

## Diane Lane String Quartet—Thursday



On Thursday, our students will enjoy a performance from a String Quartet, including local performer Diane Lane.

This performance will begin at 9 am.

This is the third of three musical performances (including two school bands) that our students will have been exposed to in the past months.



## Ice Cream Fridays!

At our last school council meeting, it was decided to offer our students a treat for the final two Fridays of the school year. On June 12 and 19, students will be able to purchase an ice cream cone for a loonie at the noon recess. Thank you to school council and the parent volunteers for organizing this special treat!



On Thursday, June 18, our school will be welcoming back Bobby Boogaloo to our school for a Family Boogie Night. The night will begin at 6:00 pm and conclude at 8:00 pm. It should be a fun evening for the whole family. Although there will be no charge, children may only attend with an adult and a donation jar will be set up to assist in providing the funds for this exciting evening.

Mid-June  
2009

# Claresholm Elementary News



## Claresholm Elementary School

5318—2nd St. W.  
Box 728

Claresholm, AB  
T0L 0T0

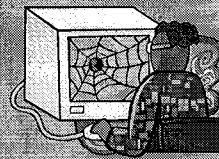
Ph: (403) 625-3371

Fax: (403) 625-4920

Email: [s-ces@lrzd.ab.ca](mailto:s-ces@lrzd.ab.ca)

[www.lrzd.ab.ca/schools/ces](http://www.lrzd.ab.ca/schools/ces)

*In the coming weeks, school websites across the division will be undergoing changes as LRSD moves to a new website design. For the final two weeks of school, our website will not be updated. Our apologies for any inconveniences this may cause.*



### Mark Your Calendar

**June 16**

Gr. 2 field trip

**June 16**

Gr. 3 Provincial Achievement Test  
L.A.—Part B—Reading

**June 16**

School Council Meeting  
6:30 pm—Claresholm Elementary

**June 18**

Gr. 3 Provincial Achievement Test  
Math Part B—Word Problems

**June 18**

Family Boogie Night with Bobby  
Boogaloo—6:00—8:00 pm

**June 19**

Kindergarten field trip

**June 19**

Ice Cream Friday—\$1.00

**June 22**

Kindergarten Farewell

**June 23**

Sports Day and Family BBQ  
Last day for students

**June 24-26**

Staff Planning Days



## Family BBQ and Sports Day

**Tuesday, June 23**

We would like to invite all families to our final day for CES students on Tuesday, June 23 which will be a joint activity with West Meadow. Our plan for the day is:

**8:30 am**

**Final Classroom Cleanup (at CES)**

**10:15 am**

**June School Assembly (CES gym)**

**11:15 am**

**Walk to West Meadow**

**11:30 am**

**BBQ Lunch provided by Conoco-Philips**

**12:30 pm**

**CES Sports Day Activities**



*Our sports activities will take place at West Meadow and will include an opportunity for students and families to see the modernization that has occurred at the school*

**2:30 pm**

**Final Track Relays (Grades 4-7)**

**3:15 pm**

**Dismissal**



We will start the day at CES and then walk to West Meadow following our final assembly for the year—grade four students will be leaving early to participate in the Track and Field Activities happening for grades 4-7 students at West Meadow. Students will be bringing their backpacks to West Meadow to leave directly from there at the end of the day.

## ***Ice Cream Fridays***

On Friday, June 19, students will be able to purchase an ice cream at lunch recess for a Loonie. This special treat is being arranged and provided for by the school council.



## **School Council Meeting**

**Tuesday, June 16 at 6:30 pm.**

Join us for the final school council meeting of the year. The agenda for the meeting will include:

- \* *Summer reading incentive*
- \* *School results*
- \* *Planning for 2009-2010*
- \* *Review of the year*

Thank you to everyone who has been involved in school council throughout the year!

---

## **Claresholm Public Library**

Last Kids Book club will be on June 26 @ 1:30 pm.

### ***Summer Reading Program***

Will start on Thursday, July 2 from 1:30—2:30 and take place every Thursday until August 13. The Theme will be Agent 009.

### ***Junior Class at the Fair***

A \$25.00 prize & trophy will be awarded to the Jr. entry of a flower or plant arrangement in a toy or age-appropriate object.

## **Bobby Boogaloo's**

# **FAMILY BOOGIE PARTY**

**Thursday, June 18 6:00 – 8:00 pm**


**Claresholm Elementary School**

*Come join us for a great family night, hosted by our friend Bobby Boogaloo! A loonie and toonie jar will be set up for donations.*

VBS Sports Camps will also be set up for the evening, accepting registrations for their summer programs.

## **Celebrate Summer Solstice!**

*Join us in the downtown parking lot on*

**Friday evening, June 19**   
**from 5:30 - 10 pm**

## **MEXICAN FIESTA!**

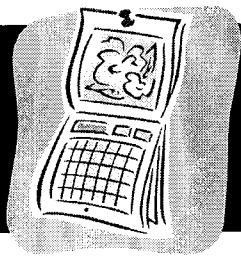
*Crafts for kids, photos on a donkey, taco-in-a-bag, pinatas, late night shopping!*



Sponsored by the  
Chamber of Commerce

**Everyone welcome!**





*A copy of the school calendar for 2009-2010 will be included in student progress reports coming home on June 23.*

# Unlucky Arithmetic

## Thirteen Ways to Raise a Nonreader

BY DEAN SCHNEIDER AND ROBIN SMITH

- 1** Never read where your children can see you.
- 2** Put a TV or computer in every room. Don't neglect the bedrooms and kitchen.
- 3** Correct your child every time she mispronounces a word.
- 4** Schedule activities every day after school so your child will never be bored.
- 5** Once your child can read independently, throw out the picture books. They're for babies.
- 6** Don't play board games together. Too dull.
- 7** Give little rewards for reading. Stickers and plastic toys are nice. Money is even better.
- 8** Don't expect your children to enjoy reading. Kids' books are for teaching vocabulary, proper study habits, and good morals.
- 9** Buy only 40-watt bulbs for your lamps.
- 10** Under NO circumstances read your child the same book over and over. She heard it once, she should remember it.
- 11** Never allow your child to listen to books on tape; that's cheating.
- 12** Make sure your kids only read books that are "challenging." Easy books are a complete waste of time. That goes double for comic books and *Mad* magazine.
- 13** Absolutely, positively no reading in bed.

# June 2009

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		<b>1</b> <i>Angelina G.</i>	<b>2</b> Gr. 1 swimming Gr. 2 swimming	<b>3</b> Gr. 3 Field Trip	<b>4</b> Pizza Day Gr. 1 field trip	<b>5</b> Staff Planning Day	<b>6</b>
<b>7</b>		<b>8</b> Gr. 4 swimming	<b>9</b> Hot Dog Day Gr. 1 swimming Gr. 2 swimming <i>Gr. 4 Golf</i>	<b>10</b> <i>Sub forms due</i> <i>Gr. 4 Golf</i>	<b>11</b> Pizza Day <i>Gr. 4 Golf</i>	<b>12</b> Kindergarten field trip Ice cream day <i>Cheyenne H.</i>	<b>13</b> <i>Emily C.</i> <i>Richard P.</i>
<b>14</b> <i>Justis C.</i> <i>Kaya S</i>	<b>15</b> <i>Zachary D.</i>	<b>16</b> Hot Dog Day Gr. 2 field trip Gr. 3 PAT—L.A Gr. 3 swimming School Council @ 6:30	<b>17</b> Subway Day	<b>18</b> Pizza Day Gr. 3 PAT—Math Gr. 1 & 2 & 3 swim <b>Family Boogie Night</b> <i>Brennan T.</i>	<b>19</b> Kindergarten field trip Ice cream day <i>Delaney C.</i>	<b>20</b>	
<b>21</b>	<b>22</b> Gr. 4 swimming Kindergarten Farewell	<b>23</b> <b>Sports Day &amp; family BBQ</b> Last day for students at CES	<b>24</b> Staff planning day	<b>25</b> Staff planning day	<b>26</b> Staff planning day	<b>27</b>	<i>Darci Petersen</i>
<b>28</b> <i>Payton W.</i>	<b>29</b> <i>Cheyenne L</i> <i>Chad M. Mrs. Olsen</i>	<b>30</b>					

# Newsletter – June, 2009

## President's Message

*AlbertaFirst.com  
is committed  
to the creation of  
updated Statistical  
Community Profiles,  
and is making  
this project a top  
priority in 2009.*

*One of the most important projects for AlbertaFirst right now is the loading of the 2006 Census data. We acknowledge that it has taken significantly longer to have this information up and running on member community profiles. We apologize for the delays that have been experienced as a result of technology enhancements and data purchases, and assure you that we are moving as quickly as possible. We hope to have newly enhanced and improved community profiles, including 2006 Census data, up and running by the end of June, 2009. We thank you for your continued support and understanding, and share your frustrations with the delays.*

*We continue to work towards being an information leader. We continue to see record visitations to AlbertaFirst and significant increases in community profile and business directory downloads over previous years. Keeping up our legacy of providing high quality information in our business directory, AlbertaFirst worked with Aviation Alberta, the Government of Alberta and Western Economic Diversification to create an Aerospace and Defence Online Business Directory. This project facilitated the creation of a unique group module that will enable other organizations, associations and communities to collect, store and display specific groups of contacts.*

*The success of AlbertaFirst.com is due to the support and financial commitment of our membership. We are committed to helping our members achieve economic prosperity through information provision.*

*Our real estate information would not be possible without the support and assistance from the Alberta Real Estate Association, to whom we are very grateful, and whose desire to work collaboratively with AlbertaFirst and the communities of Alberta is of great importance. We are also very grateful for the continued financial and in-kind support provided by Alberta Finance and Enterprise. Minister Evans and the involved staff of AF&E have demonstrated leadership and vision in continuing to support AlbertaFirst.com – **Canada's only provincial-wide economic development information source!***

### Inside this issue:

Stats Project Update	2
Website and Database Infrastructure	3
Marketing and Member Services	3
Alberta Employment & Immigration	4
Did You Know?	4
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Board of Directors	5
Meet the New Board Members	5-7

Adam Legge, President

## Stats Project Update

For those of you anxiously waiting for the statistics in the Community Profiles to be updated here is a brief summary of our progress on this project:

### Data Purchase and Loading

- Monthly Building Permit data has been purchased and loaded into the database for the period 2000 – 2009. New monthly data is uploaded to the database as it is received.
- Major Projects data is loaded quarterly when received from Alberta Finance and Enterprise.
- Census of Agriculture data has been aligned and loaded into the database based on the 2006 Census. What this means is that most of the questions asked in 2006 are included. If the included questions from 2006 were asked in 2001 and/or 1996 they are also included in the database; if not, the questions will be blank for those two Census years.

### Report Design

The NEW Community profiles will be made up of two sections. Part 1 will be the descriptive portion provided by each Community. Users can view it online in HTML or print it as a PDF. Part 2 will be the Stats Pack. Users will view it online in a PDF browser or print it as a PDF. Users will have the choice of viewing the descriptive profile, the Stats Pack, or both. If they select both they will view it online as a combined PDF.

A template for creating the Stats Pack for each community is complete. The Stats Pack contains a mix of tables and charts. This template has several modifications to the content from the current stats package. We will solicit member feedback on the content in the Fall and possibly make further revisions in Q4. The look and feel of the charts and the tables have been significantly improved.

### Web Redesign

The Statistics project has necessitated the redesign of several pages on the AlbertaFirst.com website. This redesign is ongoing at the present time.

### Report Creation

Once the Census of Population data has been loaded we will begin the final testing of the report template for accuracy and completeness. Once testing has been completed we will produce the Stats Packs for each community. Testing is expected to take a week unless unexpected problems are encountered. The Stats Packs will be updated using a batch process each time the Building Permits or Major Projects databases are updated. The descriptive portion will continue to be updated each time a community makes changes using BAIS.



## Website and Database Infrastructure

Ongoing activities in 2008 included the continual monitoring of activity on the website, minor updates and modifications to reflect change requests.

- Alberta Municipal Affairs population statistics for 2008 were loaded.
- 408 communities had the new statistics included and updated on their Community Profiles, in 2008.
- AlbertaFirst.com responded to over 300 requests to directly provide assistance to members for their Community Profiles.
- Major Construction Project data was loaded and updated to the Community Profiles on a quarterly basis.
- Analysts reviewed and approved 2,667 new self-registrations to the Directory.
- As at December 31, 2008 AlbertaFirst.com had a total of 149,933 records in the Business Directory and 11,000 records were updated during the 2008 calendar year.

## Marketing and Member Services

In an ongoing effort to assist our members in taking advantage of the tools of AlbertaFirst, two documents were produced: Community Profile User Guide – for creation and updating, and Business Directory User Guide – to provide guidance and instruction in effective data collection and management of Business Directories. One training session was provided upon request to the Capital Region. AlbertaFirst attended a number of events to raise awareness of the organization.

Events and tradeshows attended in 2008 include the following:

- Edmonton Realtors Association,
- Calgary Realtors Association,
- Central Alberta Economic Partnership
- Central Alberta Manufacturers Forums (3),
- Rural Matters!
- Alberta Association of Municipal Districts and Counties and
- Local Government Administrators Association.

**Questions or Concerns?**  
Call us Toll Free: 1-866-209-5959

### Did you Know?

**AlbertaFirst.com  
had 992,539**

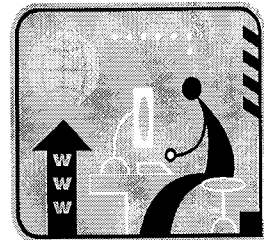
**visits**

**on the**

**Community**

**Profiles page in**

**2008!**



**albertafirst.com**

### Our Mission:

*“To provide and manage information based products and tools to support and enhance the economic development efforts of Alberta member municipalities.”*

## AEI Interactive Map

AlbertaFirst is collaborating with Alberta Employment and Immigration (AEI) to provide a new feature on Alberta's official immigration portal at <http://www.albertacanada.com/immigration/> and this is an opportunity for all members to provide the best possible content to a new international audience.

AEI is developing an interactive map of the province that will allow users to learn about Alberta's diverse communities as tourism and immigration destinations. In addition to providing information on provincial climate patterns, transportation infrastructure and other practical information, this graphically rich map will allow the 20,000-plus users who visit the website each week to zoom in and learn about Alberta's diverse regions and communities in detail.

AEI has asked AlbertaFirst to be partners in the creation of this innovative promotional tool by providing access to data and imagery from its member communities' profiles for presentation on the interactive map. Users will be able with the click of a mouse to get detailed information about cultural and economic attractions, educational and health services, cost of living and other information about the communities that make Alberta one of the best places in the world to visit, invest or settle. The map will also allow users to click through to the regions' or communities' own websites for more information.

***AlbertaFirst member communities are encouraged to update their membership profiles as required, to include available community services, and to include proprietary photography that is the best possible representation of their community or region.***

Kelly B. Service, Manager, eStrategies  
Strategic Marketing, Alberta Employment and Immigration  
5th Floor, Commerce Place  
10155—102 Street, Edmonton, Alberta, Canada T5J 4L6  
Tel 780-643-1756 Fax 780-422-0249

## Did You Know?

***Each community is responsible for updating its own profile?***

*We encourage you to do this on a regular basis - Please call our office if you need assistance or if you have forgotten your username and password.*

***PLEASE ensure that you have the rights or permission to use any photos which you are posting to your Community Profile.***

*AlbertaFirst.com reserves the right to share and provide images from the Community Profiles to other government departments and partner agencies for the purpose of promoting your community.*

**albertafirst.com**

### Our Vision

***"To become the site of choice throughout North America to demonstrate the Alberta Business Advantage."***

## Administration

*Carol Robinson, Executive Director, operates the Administration office in High River, and she can be reached at our toll free number – 1-866-209-5959. Staff is available during normal work week hours to answer questions and to provide assistance to members, partners and all users of AlbertaFirst.com.*

## Board of Directors

**Adam Legge – President**  
Calgary Economic Development

**Walter Valentini – Director**  
Alberta Finance and Enterprise

**Terry Dew – Vice-President**  
Edmonton Economic Development Corp.

**Ray Telford – Director**  
Town of Drumheller

**Randy Richards - Treasurer**  
City of Wetaskiwin

**Michelle Zeggil – Secretary**  
City of Red Deer

**Bruce Randall – Director**  
City of St. Albert

**Shane Olson – Director**  
Town of Okotoks

**Samantha Payne – Director**  
Municipal District of Foothills No. 31

## Meet the New Board Members

### PERSONAL BIOGRAPHY

#### RANDY RICHARDS



I have been with the City of Wetaskiwin for 19 years, starting in the building inspection industry. After a few years became the Development Manager, coordinating building inspection, land use planning, development approvals, and assessment services. The role also included Economic Development in a very part time role. As the City wanted to become more aggressive in Economic Development, it was separated out and a new position of Manager, Economic Development was established, which I moved over to mid 2008.

I have a very keen interest in technology and the importance of quality data for municipalities and their economic development efforts. I firmly believe that AlbertaFirst.com is “center ice” as the place to find community information.

I had previously sat on the board of AlbertaFirst.com from 2003 through 2005 and served in the role of president. I am glad to be back and am looking forward to exciting new upgrades and continued enhancements. I represent small cities north of Red Deer on the board.

## Meet the New Board Members

### PERSONAL BIOGRAPHY

#### SHANE OLSON



Shane Olson has been working in economic development for over 7 years. Shane has been the Economic Development Team Leader with the Town of Okotoks for 3 years and prior to that was an Economic Development Officer for the City of Thunder Bay Tourism & Economic Development Division back in his home town of Thunder Bay, Ontario. In that capacity Shane worked in the biotechnology and knowledge economy portfolio as well as small business consultant, information officer and film and multi-media coordinator. Prior to economic development Shane worked for not for profit organizations, in sales and also taught a sessional class in creative selling at Confederation College. Shane holds a Bachelor of Management degree (marketing) from the University of Lethbridge and a Diploma in

Marketing from Confederation College. Currently in Okotoks, Shane is responsible for all aspects related to economic development and promotion, general community promotion, business retention & expansion activities, investment and business attraction, and business licensing to name a few. Shane was Chair of the Calgary Regional Partnership Economic Development Forum from Fall 2007 to Fall 2008 and helped Okotoks rank as the 5<sup>th</sup> best place to do business in the Province of Alberta as ranked by Alberta Venture Magazine. Shane lives with his wife Ana and his daughter in Okotoks. In his spare time Shane enjoys camping, nature walks, gardening, travelling and spending time with his family.

### PERSONAL BIOGRAPHY

#### SAMANTHA PAYNE



Samantha Payne was recently elected to the AlbertaFirst.com board in the position of “representative at large”.

She has been working for the M.D of Foothills No.31 in the planning department for the past two years as a Planning Officer, and has recently taken on the role of Economic Development Officer for the M.D. of Foothills No. 31.

Samantha received her B.Sc. from the University of Lethbridge in 2007 and is excited to embark on this new journey with AlbertaFirst.com.





## Meet the New Board Members

### PERSONAL BIOGRAPHY

#### BRUCE RANDALL



I have been with the City of St. Albert for 27 years, over that time have worked exclusively in the economic development field and today am Manager, Business Development). My key responsibilities include business attraction, business retention/expansion/nurturing, land development, marketing and investment.

Prior to joining the city, I worked in the financial services sector with Scotiabank and Canada Trust. I hold a Bachelor of Commerce degree from Dalhousie University and since received my Economic Development Certification (Ec.D.).

Over the years, I have been involved in a number of economic development organizations including Greater Edmonton Economic Development Team, Northern Alberta Business Incubator, St. Albert Chamber of Commerce, Economic Developers of Alberta, and Economic Development Association of Canada.

As the Greater Edmonton Economic Development Team representative on AlbertaFirst, I continue to support our regions position of the importance of AlbertaFirst providing relevant and appropriate data and information for Alberta communities and businesses.

## Membership Benefits

What a fantastic time to be a member of AlbertaFirst!

In the past year our website had almost 1,000,000 visitors — which means that there is a lot of interest in *“the Alberta Advantage”*.

The new interactive map being developed by Alberta Employment and Immigration will seamlessly bring more users to our website each week. They will be able to zoom in and learn about *“Alberta’s diverse regions and communities in detail”*.

Make sure that your Community Profile is up-to-date, and that it emphasizes your community’s strengths.

What is your community’s unique *“Alberta Advantage”*?

Use the AlbertaFirst.com website. It is a fabulous marketing tool! Sell *your community* to the world.

Your one-stop  
economic information  
resource

# albertafirst.com

# **Claresholm Child Care Society**

## *AGENDA*

### **Regular Board Meeting**

*Thursday May 7, 2009*

- 1.0 **Call to order**
- 2.0 **Approval of the Agenda**
- 3.0 **Approval of the Minutes**
- 4.0 **Business arising from the Minutes**
  - 4.1 Wireless Internet
  - 4.2 Hiring a cook
  - 4.3 New tap for Kitchen
  - 4.4 Drill
  - 4.5 Claresholm and District Chamber of Commerce
- 5.0 **Correspondence**
  - 5.1 Letter from Alberta Government- Baby Room
  - 5.2 Letter from Karrie
- 6.0 **Reports**
  - 6.1 Financial
  - 6.2 Manager
  - 6.3 Chairperson
- 7.0 **New Business**
  - 7.1 Change Telus phone/internet plan
  - 7.2 Child Find Magazine - Advertise
  - 7.3 Sign for gate
  - 7.4 New Cell Phone
  - 7.5 Parents with unpaid bills
  - 7.6 Playground/Fence
  - 7.7 Costco Card for Kim
  - 7.8 Close Daycare for Summer Cleaning – Jun 29<sup>th</sup> – July 3<sup>rd</sup> OR Aug 3<sup>rd</sup> -7<sup>th</sup>
  - 7.9 No Summer Meetings – Do last one in June?
- 8.0 **Next Meeting:**
- 9.0 **Adjourned:**

Claresholm Child Care Society  
Regular Board Meeting  
Thursday, May 7, 2009

Present: *Chairperson*: Karine Wilhauk, *Vice Chairperson*: Julie Ling, *Secretary*: Kristy Hartt, *Director(Acting)*: Kim Gugala, Heather Gertner, Lyle Franz, Nicole Van Langen.

1.0 **Call to Order**: 5:01 p.m.

2.0 **Approval of the Agenda**: Karine Wilhauk

3.0 **Approval of the Minutes**: Nicole Van Langen

4.0 **Business arising from the Minutes**:

- 4.1 Decided to go with TELUS in town and get a combined outfit (modem and router).
- 4.2 Kim's mom will help out if needed.
- 4.3 Kim has had no time to get a new tap for the kitchen yet.
- 4.4 Trevor Hartt donated a drill to the daycare.
- 4.5 We are now members of the Claresholm and District Chamber of Commerce. We will look into getting benefits for the employees.

5.0 **Correspondence**

- 5.1 Congrats letter from the Alberta Government on opening our new baby room.
- 5.2 Karrie's last day will be May 29th, 2009

6.0 **Reports**

- 6.1 Not printed out for the meeting. There is money in the bank so things are good.
- 6.2 Manager reports the following: Easter egg hunt was lots of fun for the kids, Sam Martin is a new lady coming in for a volunteer day first to see how she does with the kids then she will have an official interview, one family will be finished at the end of April and a couple of families will be done at the end of May. Government changed the funding for schooling. Level 1 and 2 will receive \$1000 for funding and Level 3 funding is gone and they will only have bursaries available that they can apply for. We received the money for our baby room.
- 6.3 Thinks we need to talk about spending more casino money.

7.0 **New Business**

- 7.1 Go with the business plan with three features; one line, high speed and a webpage. Webpage might be nice to put up a weekly menu and other info about the daycare. Sing a one year contract for \$149.90 plus GST.
- 7.2 No advertising due to being too expensive.
- 7.3 Looking into Starline Signs. Need one with the emergency number and hours of operation for the front gate. Kim will get a quote for next time.
- 7.4 Kristy will look into giving daycare her old cell phone.

- 7.5 3 parents still haven't paid. Decided to send a generic letter first stating they have overdue bill and then follow up with a more "serious" letter. We will put the option in to pay a little bit per month if necessary.
- 7.6 Look into all the new options from Julie. We don't want wood chips or the black pellets. Should get some price quotes for a few different options.
- 7.7 There should be one supplementary Costco card that we can get for Kim to use.
- 7.8 Wanting the option to close Daycare for one week of cleaning. Pay staff for one day of cleaning and then have one day as a PD day. August 3-7th would be a good time. Look at scheduling play equipment to be installed that week?
- 7.9 No July or August meeting.

**Adjourned:** 5:57

**Next Meeting:** Wednesday, June 10th, 2009 @ 5:00

# Claresholm Child Care Society

## Regular Board Meeting

Wednesday June 10, 2009 5pm

**Present:** Chairperson Karine Wilhauk, Vice Chairperson Julie Ling, Acting Director Kim Gugala, Town Representative Connie Quayle, Crystal Cooper, Tiffany O'Neill

1 **Call to Order** 5:04pm Karine Wilhauk

2 **Approval of Agenda** Connie Quayle

3 **Approval of Minutes** Julie Ling

4 **Business arising from minutes**

4.1 **Phone/Internet plan** – The contract was emailed to Kim and was signed. The price is the same as was agreed to by the Board at \$149.00/month. This is cheaper than we paid in the past.

4.2 **Sign for Gate** – Kim has received a quote for \$55. The sign will have our phone number and emergency (cell) number and will be on the opposite side of the gate as the disclaimer sign we currently have.

4.3 **Nell Cell Phone** – The old cell phone that was donated from the Aquatic Centre would not keep a charge any more, so Kristy Hartt generously donated her old phone. Thank you!

4.4 **Parents with Unpaid Bills** – One of the parents has paid some cash and is willing to continue to do so. Some of the others have not responded, so we will need to get a little tougher.

4.5 **Playground** – Kim has contacted and tried to contact various companies. One that responded was from Edmonton, and as freight and travel is an issue, it was decided to proceed with them. They make and install soft tiles to go around the play structures. Kim will get measurements to them and see what comes up.

5 **Correspondence**

5.1 **Thank You Card** – Deanna Bray sent the Board a nice thank you card for the baby gift

6 **Reports**

6.1 **Financial** – Crystal Cooper, who is back doing the books as an employee of Young Parkyn McNab, said we had a net income of \$872.73 for May 2009. She would like to take some time to look closer at the books, and will do so with Karine when they can find the time.

6.2 **Manager** – Kim talked about various events taking place at the day care. The Porcupine Hills Lodge has invited the children to go to a petting zoo there on June 16<sup>th</sup>. The Transportation Society will be picking them up at 2pm and returning at about 3pm in time for snack. Permission forms will be completed. Karrie was done work for her maternity leave on May 29<sup>th</sup>. Michelle has started her Level 2, second part and Veronica has started her Level 2, first part. We are getting some new families coming in. When the day care is closed for the four days in August following the long weekend, the Tuesday will be an all-day workshop with Facilitating Smooth Transitions in the morning and Planning for Play in the afternoon. Each one costs \$395, but will come out of our quality recognition money we receive from being accredited. The girls will clean on the Wednesday and have Thursday and Friday off. For future planning for our parents, we will discuss having the closures in August and December an annual thing so it's always on their minds.

6.3 **Chairperson** – nothing to add

7 **New Business**

7.1 **Parents who take a month off** – Kim wanted to know what should happen when a parent, who only has their child at the day care one day a week, suddenly says

at the end of one month that child won't be coming the following month. It was decided that the spot still is being held, and two weeks notice has not been given. Therefore, if the parent wishes to keep the spot they will pay for the first two Thursdays and not the last two for the two week notice rule.

**7.2 Full time parents with a second child** – One family will be bringing both children for the summer to the day care. Currently for non-staff we give 10% off the cost of the second child. It was decided to leave this as is for now.

**New Staff, Monkey Room** – Samantha has been working now for a week and the children really seem to like her. She finished her Level 1 before she was hired and seems eager to continue her education. She has also done her first aid. Exactly what we need for the day care!

**Next Meeting: September**

Adjourned 5:45pm

This report is respectfully submitted by Karine Wilhauk

# NOTICE

Alberta Transportation monitors the safety performance of Alberta base-plated commercial bus and truck carriers by implementing standards outlined under the National Safety Code (NSC) program. Alberta carriers that operate commercial vehicles as described in federal and provincial legislation must obtain a Safety Fitness Certificate (SFC), implement written safety and maintenance plans and retain an acceptable Safety Fitness Rating.

Alberta Transportation maintains a profile on each carrier which includes roadside Commercial Vehicle Safety Alliance (CVSA) inspection results, collision and conviction data and the results of a facility audit when available. The profile information is used to help identify carriers that pose an unacceptable risk to highway users.

Under the current profile monitoring system, convictions and collisions are assigned points based on severity. Maximum allowable point thresholds have been allocated for various fleet size ranges. Intervention stages were set at 40, 60, 85, and 100 per cent of maximum allowable points. CVSA intervention levels were set at an out of service rate of 25, 30, 40, and 50 per cent.

Carrier Services will intervene with carriers when they reach an intervention stage. The intervention is progressive and designed to help carriers improve their compliance with regulatory requirements and therefore reduce the risk of a future collision.

On June 1, 2009 Alberta will implement a new, more focused process for identifying high risk carriers. Under the new monitoring program, profile data for convictions, collisions, and CVSA out of service inspections will continue to be used. However, they will not be monitored independently but will be combined to calculate a single risk factor score. Collision points, conviction points and the number of CVSA out of service inspections are weighted and combined to calculate a carrier's risk (R-Factor) score.

The R-Factor score is an indication of a carrier's performance compared to other carriers within the same fleet range and with bus and truck carriers considered separately. As before intervention stages have been set so as to intervene with the five percent of the province's total carrier population that represent the greatest risk of having a collision. All Canadian jurisdictions have made a similar commitment and have implemented programs to accomplish the same

objectives. Intervention efforts will continue to be progressive with the ultimate goal being to improve the performance of non-compliant carriers and reduce the frequency and severity of collisions involving commercial vehicles.

The Carrier Profile shows a carrier's R-Factor score and how the carrier compares to other carriers within the same fleet range and fleet type. For the top five percent riskiest carriers, the profile also provides information on their monitoring stage. A carrier can also use the profile to identify the major contributors to their R-Factor score to help determine deficiencies in their safety and maintenance programs.

More detailed information on how to read and use a Carrier Profile report is available on the internet at:

<http://www.transportation.alberta.ca/667.htm>

Carriers that register with Carrier Services may obtain their profile directly from the web at any time. To register, visit our website at:

<https://www.trans.gov.ab.ca/TravisWebLogin/redirect.htm>

It is recommended that carriers register, obtain, and review their profile regularly as part of their internal monitoring program. By reviewing their profile along with other internal information, carriers can evaluate the effectiveness of their safety programs.

In addition to receiving a Carrier Profile via the web, carriers may obtain their profile by faxing or mailing a Carrier Profile Request Form to Carrier Services. This form is available on the internet at:

<http://www.transportation.alberta.ca/Content/docType276/Production/carrpreoque.pdf>

Carriers may obtain two free profiles yearly with additional profiles being available for a fee.

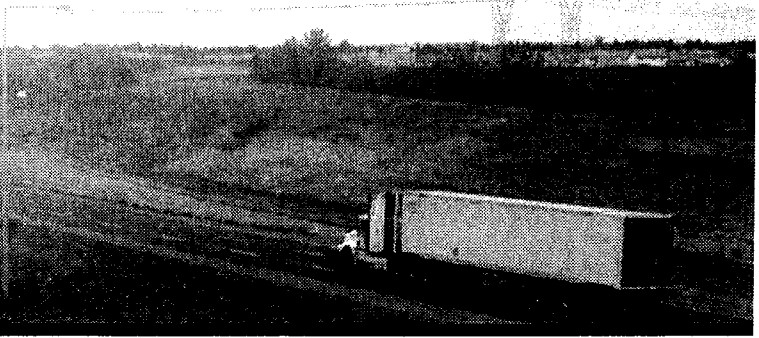
To obtain more information about transportation safety, visit our website at:

<http://www.transportation.alberta.ca/3.htm>

or contact Carrier Services at (403)340-5444. To call toll free, first dial 310-0000.



# Updated Rules for ***Vehicles*** in Alberta



Alberta's new *Commercial Vehicle Safety Regulation* will come into effect on July 1, 2009, as will changes to the *Vehicle Equipment Regulation* and the *Use of Highway and Rules of the Road Regulation*. The majority of the changes are to update Alberta regulations and ensure they are consistent with current Canadian and North American standards.

The changes are the result of a multi-year review of commercial vehicle safety and equipment regulations which involved extensive consultation with commercial vehicle stakeholders including industry, municipal, and safety organizations.

## ***Key Changes***

- Modified vehicles (manufactured on or after January 1, 2012) will need a new compliance label or a mechanical fitness certificate issued by a qualified professional engineer.
- All vehicles must be maintained in safe operating condition.
- A commercial vehicle must have brakes on all wheels (including trailers) except where the vehicle is exempted by the *Motor Vehicle Safety Act* or the *Traffic Safety Act*.
- A warning sign must be displayed on the rear of a commercial vehicle that transports flammable liquid or gas, if the tank has a capacity of 5,000 litres or greater.
- A single-axle trailer (other than a semi-trailer) is prohibited from carrying petroleum products on a highway when the tank has a capacity of 3,000 litres or greater for flammable liquids or 450 litres or greater for flammable gas.
- A commercial vehicle will not be allowed to operate on a highway at a speed or with a load greater than the rating of any tire on the vehicle.
- Requirements in the *Driveaway and Towaway Regulation* will be substantially simplified and updated to reflect current automotive technology.
- An advance warning triangle will be the only recognized advance warning device (flags and flares will no longer be recognized as they are obsolete).
- The use of "working lights" on commercial vehicles will be permitted as long as it is not in motion on a highway.
- The standards for first aid kits and fire extinguishers will be updated.
- Alberta's power bicycle and moped definitions will be amended to incorporate the federal definitions of "power assisted bicycle" and "limited speed motorcycle".

## ***School Buses***

- ♦ A school bus operator or driver will be required to conduct a daily trip inspection on the school bus and complete a written report.
- ♦ A passenger who needs the assistance of a guide dog will be allowed to have the dog accompany him/her on a school bus.
- ♦ A new schedule pertaining to school bus maintenance standards has been developed based primarily on Canadian Standards Association (CSA) D250-2007. A school bus that met the CSA standard when manufactured will not have to be retrofitted, with the exception of a crossing arm. A school bus manufactured on or after February 1, 2000 must meet the crossing arm requirement.
- ♦ In a rural area, a school bus driver must direct a student to cross the highway in front of the school bus arm, with the crossing arm in its open position.
- ♦ Effective September 1, 2010, all school buses must have four amber and four red flashing light systems, a white flashing strobe light, and reflective markings.

## ***Written Trip Inspection Reports***

- A daily trip inspection written report will be required for trucks, truck-tractors, trailers and buses. This brings Alberta in line with other Canadian jurisdictions and is in accordance with national safety standards ([http://www.ccmta.ca/english/pdf/nsc\\_standard\\_13.pdf](http://www.ccmta.ca/english/pdf/nsc_standard_13.pdf)).
- Motor coaches will be required to comply with the 12,000 kilometres or 30-day inspection requirements for motor coaches under NSC 13.
- The trip inspection reports must be kept by the carrier for a minimum of six months.
- A driver (other than a school bus driver) who is exempted from the daily log requirement will also be exempted from the trip inspection written report requirement.

For more information, contact:

Alberta Transportation  
Vehicle Safety Section  
Main Floor, Twin Atria Bldg.  
4999 98 Avenue  
Edmonton AB T6B 2X3  
Phone: 780-427-8901 (to call toll free within Alberta dial 310-0000)  
Fax: 780-422-2721  
Email: [vehicle.safety@gov.ab.ca](mailto:vehicle.safety@gov.ab.ca)

This document and additional information on updated rules for vehicles in Alberta can be found on Alberta Transportation's web site at:  
<http://www.transportation.alberta.ca/3.htm>



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

June 6<sup>th</sup>, 2009

**Re: Monthly Policing Report  
May 2009.**

Dear Sir,

1. Claresholm Detachment dealt with 384 occurrences in the month of May. This is a significant increase over the past few months. Most of this is due to an increase in traffic enforcement.
2. We have had some success in identifying youths responsible for property offences over the past month. Your CCTV in the parks is of very good quality and undoubtedly will assist in the continued battle against vandalism. We also held an information session with regards to the COP Program and attracted several interested people. We are sifting through applications with the intent on having a follow up meeting hopefully this month.
3. We have also partnered with Fort MacLeod Detachment as well as several municipal governments, yours included, in the hopes of obtaining funding through the Safe Communities Innovation Fund which is accepting grant applications for the next three years. Details are still being ironed out in this regard.
4. Please find attached a statistical breakdown for our calls for service for the month of May. 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

# Occurrence Stats (All Violations)

Special Unit:,k2174

All codes

Mayor's Report  
From 2009/05/01to 2009/05/31

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	1	0	100.0%
9930 0030 Traffic Collision(s) - Property Damage - Reportable	12	0	12	1	11	100.0%
9930 0040 Traffic Collision(s) - Property Damage - Non - Reportab...	2	0	2	0	2	100.0%
	15	0	15	2	13	100.0%

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	1	0	100.0%
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...	1	0	1	1	0	100.0%
9900 0010 Non-Moving Traffic - Occupant Restraint/Seatbelt Violat...	1	0	1	1	0	100.0%
9900 0020 Moving Traffic - Intersection Related Violations - Prov...	3	0	3	3	0	100.0%
9900 0030 Moving Traffic - Speeding Violations - Provincial/Terri...	132	1	131	126	0	96.2%
9900 0040 Other Moving Traffic Violations - Provincial/Territoria...	20	0	20	6	7	65.0%
9900 0050 Motor Vehicle Insurance Coverage Violations-Provincial/...	1	0	1	0	1	100.0%
9900 0070 Other Non-Moving Traffic - Provincial/Territorial	12	0	12	11	1	100.0%
9910 0010 Roadside Suspensions - alcohol related - No grounds to ...	9	0	9	1	8	100.0%
9910 0030 Drivers Licence Suspensions - By Police	1	0	1	0	1	100.0%
	182	1	181	151	18	93.4%

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	1	0	1	1	0	100.0%
9320 0010 Driving while disqualified/prohibited	1	0	1	1	0	100.0%
	2	0	2	2	0	100.0%

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	2	0	2	2	0	100.0%
9230 0015 Impaired Operation of Motor Vehicle over 80mg.	2	0	2	2	0	100.0%
9240 0010 Failure/Refusal to Provide Breath Sample	1	0	1	1	0	100.0%
	5	0	5	5	0	100.0%

Violation group - Technical Operations - Security Accreditations				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8640 0210 Security Accreditation - General	2	0	2	0	0	0.0%
	2	0	2	0	0	0.0%

# Occurrence Stats (All Violations)

Special Unit: k2174

All codes

Mayor's Report  
From 2009/05/01 to 2009/05/31

Violation group - Provincial Statutes {except traffic}				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
7100 0012 Liquor Act (Provincial/Territorial) - Offences Only	7	0	7	6	1	100.0%
7300 0080 Litter Act - Offences Only	1	0	1	1	0	100.0%
7300 0160 Tobacco Tax Act - Provincial/Territorial - Offences Onl...	1	0	1	1	0	100.0%
7300 0180 Trespass Act - Provincial/Territorial - 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	2	0	2	0	1	50.0%
8840 0291 Child Welfare Act - Other Activities	3	0	3	0	3	100.0%
8840 0297 Coroner's Act - Sudden Death	1	0	1	0	1	100.0%
8840 0306 Family Relations Act - Other Activities	5	0	5	0	4	80.0%
8840 0336 Mental Health Act - Other Activities	4	1	3	0	3	100.0%
8840 0341 911 Act - Other Activities	12	0	12	0	11	91.7%
8840 0376 Trespass Act - Provincial/Territorial - Other Activitie...	1	0	1	0	1	100.0%
	39	1	38	9	25	89.5%

Violation group - Provincial Statues - Municipal By-laws				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9955 0010 Municipal Bylaws - Other	1	0	1	0	1	100.0%
	1	0	1	0	1	100.0%

Violation group - Other Federal Statutes - Firearms Act				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8840 0391 Firearms Act - Other Activities	1	0	1	0	1	100.0%
	1	0	1	0	1	100.0%

Violation group - Other Criminal Code - Other Criminal Code				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
3430 0010 Disturbing the peace	7	0	7	0	3	42.9%
3530 0020 Harassing phone calls	1	0	1	0	1	100.0%
8550 0140 Breach of Peace	2	0	2	0	2	100.0%
	10	0	10	0	6	60.0%

Violation group - Other Criminal Code - Offensive Weapons				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
3720 0010 Careless use of a firearm	1	0	1	0	0	0.0%
	1	0	1	0	0	0.0%

Violation group - Other Criminal Code - Offences Against Morais				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
3461 0010 Luring minors over internet for sexual purposes	1	0	1	0	0	0.0%
	1	0	1	0	0	0.0%

# Occurrence Stats (All Violations)

Special Unit: k2174

All codes

Mayor's Report  
From 2009/05/01 to 2009/05/31

Violation group - National Survey Codes				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8999 3057 Prisoners Held	7	0	7	3	4	100.0%
8999 3062 Alcohol Abuse / Use Involved	21	1	20	6	9	75.0%
8999 3063 Drug Abuse / Use other than alcohol involved	1	0	1	0	1	100.0%
	29	1	28	9	14	82.1%
Violation group - FES - Public Safety				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
6900 0530 Transportation of Dangerous Goods Act, 1992 - Offences ...	1	0	1	0	1	100.0%
	1	0	1	0	1	100.0%
Violation group - FES - Other FES Statutes				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8840 0131 Criminal Records Act - Pardon	1	0	1	0	1	100.0%
	1	0	1	0	1	100.0%
Violation group - Drug Enforcement - Trafficking				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
4230 0030 Schedule III- Trafficking	1	0	1	0	1	100.0%
	1	0	1	0	1	100.0%
Violation group - Drug Enforcement - Possession				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
4140 0050 Possession Schedule VIII Cannabis Marihuana - 30 grams ...	2	0	2	1	1	100.0%
	2	0	2	1	1	100.0%
Violation group - Crimes Against the Person - Sexual Offences				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
1330 0010 Sexual Assault	2	0	2	1	0	50.0%
	2	0	2	1	0	50.0%
Violation group - Crimes Against the Person - Robbery/Extortion/Harassment/Threats				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
1627 0010 Uttering threats against a person	3	0	3	1	2	100.0%
	3	0	3	1	2	100.0%
Violation group - Crimes Against the Person - Assaults {excluding sexual assaults}				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
1430 0010 Assault	3	1	2	2	0	100.0%
1480 0010 Administering noxious thing	1	0	1	0	0	0.0%
	4	1	3	2	0	66.7%

# Occurrence Stats (All Violations)

Special Unit: k2174

All codes

Mayor's Report  
From 2009/05/01 to 2009/05/31

## Violation group - Crimes Against Property - Theft under \$5000.00

	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
2140 0011 Other theft under \$5000 334(b) CC	5	1	4	0	1	25.0%
2140 0051 Theft of bicycle under or equal to \$5000 334(b) CC	1	0	1	0	0	0.0%
2141 0041 Theft of other motor vehicle under or equal to \$5000 33...	1	0	1	0	0	0.0%
2142 0011 Theft under or equal to \$5000 From a motor vehicle 334(...	2	0	2	0	0	0.0%
	9	1	8	0	1	12.5%

## Violation group - Crimes Against Property - Theft over \$5000.00

	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
2130 0005 Other theft over \$5000 334(a)	2	1	1	0	0	0.0%
	2	1	1	0	0	0.0%

## Violation group - Crimes Against Property - Possession of Stolen Goods

	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
2150 0010 Possession of property obtained by crime less than or e...	1	0	1	1	0	100.0%
	1	0	1	1	0	100.0%

## Violation group - Crimes Against Property - Mischief

	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
2174 0010 Mischief equal to or under \$5,000 - Damage to, or Obstr...	2	1	1	0	1	100.0%
	2	1	1	0	1	100.0%

## Violation group - Crimes Against Property - Fraud

	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
2160 0075 Fraud (money/property/security) less than or equal to \$...	1	0	1	1	0	100.0%
2160 0390 Fraudulent register title	1	0	1	0	1	100.0%
	2	0	2	1	1	100.0%

## Violation group - Crimes Against Property - Break and Enter

	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
2120 0010 Break and Enter - Business	3	0	3	2	0	66.7%
2120 0040 Break and Enter - Other	2	0	2	0	0	0.0%
	5	0	5	2	0	40.0%

## Violation group - Common Police Activities - Related Police Activities

	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
8550 0010 Index Checks	29	0	29	0	1	3.4%
8550 0020 Abandoned Vehicles	2	0	2	0	2	100.0%
8550 0030 Suspicious Person/ Vehicle/ Property	12	0	12	0	13	108.3%
8550 0050 False Alarms	9	0	9	0	9	100.0%

# Occurrence Stats (All Violations)

Special Unit: k2174  
All codes

Mayor's Report  
From 2009/05/01 to 2009/05/31

Violation group - Common Police Activities - Related Police Activities	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
8550 0060 Items Lost/Found - except passports	3	0	3	0	4	133.3%
	55	0	55	0	29	52.7%

Violation group - Common Police Activities - Information Files	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
8535 0010 Information Files	2	0	2	0	0	0.0%
	2	0	2	0	0	0.0%

Violation group - Common Police Activities - Assistance to General Public	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
8550 0080 Person Reported Missing	1	0	1	0	1	100.0%
8550 0101 Request to locate individual	3	0	3	0	3	100.0%
	4	0	4	0	4	100.0%

Totals	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
	384	7	377	187	120	81.4%



**OLDMAN RIVER  
REGIONAL SERVICES COMMISSION**

**FINANCIAL STATEMENTS  
DECEMBER 31, 2008**

# OLDMAN RIVER REGIONAL SERVICES COMMISSION

## FINANCIAL STATEMENTS FOR THE YEAR ENDED DECEMBER 31, 2008

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## **AUDITORS' REPORT**

To the Members of the  
Oldman River Regional Services Commission

We have audited the statement of financial position of the Oldman River Regional Services Commission as at December 31, 2008 and the related statements of operating fund revenues and expenditures, changes in financial position, operating capital, special reserve fund and equity in capital assets for the year then ended. These financial statements are the responsibility of the Commission's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we plan and perform an audit to obtain reasonable assurance whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation.

In our opinion, these financial statements present fairly, in all material respects, the financial position of the Commission as at December 31, 2008 and the results of its operations and changes in financial position for the year then ended in accordance with Canadian generally accepted accounting principles.

  
Chartered Accountants

Lethbridge, Alberta  
April 3, 2009

# OLDMAN RIVER REGIONAL SERVICES COMMISSION

## STATEMENT OF FINANCIAL POSITION AS AT DECEMBER 31, 2008

	<u>2008</u>	<u>2007</u>
<b>ASSETS</b>		
<b>OPERATING FUND</b>		
Cash and term deposits (note 3)	\$ 367,530	\$ 972,014
Accounts and accrued receivables	<u>548,084</u>	<u>18,531</u>
	<b>915,614</b>	<b>990,545</b>
<b>SPECIAL RESERVE FUND</b>		
Restricted cash and term deposits (note 3)	<b>695,056</b>	<b>334,495</b>
<b>CAPITAL FUND</b>		
Capital assets (note 4)	<u>536,589</u>	<u>520,179</u>
	<b>\$ 2,147,259</b>	<b>\$ 1,845,219</b>
<b>LIABILITIES AND EQUITY</b>		
<b>OPERATING FUND</b>		
Accounts payable and accrued liabilities	\$ 97,966	\$ 85,951
Deferred revenue GIS (note 5)	<b>422,032</b>	68,342
Deferred revenue	-	5,100
Long-term debt (note 6)	-	169,215
Operating capital	<u>395,616</u>	<u>831,152</u>
	<b>915,614</b>	<b>1,159,760</b>
<b>SPECIAL RESERVE FUND (note 7)</b>	<b>695,056</b>	<b>334,495</b>
<b>CAPITAL FUND</b>		
Equity in capital assets	<u>536,589</u>	<u>350,964</u>
	<b>\$ 2,147,259</b>	<b>\$ 1,845,219</b>

**APPROVED BY THE COMMISSION:**

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**VICE-CHAIRMAN**

The accompanying notes and supporting schedules to which the financial statements are cross-referenced are an integral part of these financial statements.

# OLDMAN RIVER REGIONAL SERVICES COMMISSION

## STATEMENT OF OPERATING FUND REVENUES AND EXPENDITURES YEAR ENDED DECEMBER 31, 2008

	Budget (Unaudited)	2008 Actual	2007 Actual
<b>REVENUE</b>			
Municipal contributions	\$ 421,277	\$ 421,159	\$ 403,230
Subdivision fees	600,000	600,678	1,034,935
Service fees	160,000	69,033	113,890
Interest income	18,200	42,884	50,026
Grants	19,000	24,100	35,900
Plans, publications and map sales, net (note 9)	6,000	7,094	4,141
Disposal of capital assets	-	18,855	9,800
Rental	12,675	8,370	12,675
Cost recoveries revenue	-	7,633	-
Sundry	1,500	3,485	5,428
	1,238,652	1,203,291	1,670,025
<b>OPERATING FUND EXPENDITURES (schedule 1)</b>	<b>1,165,300</b>	<b>1,044,241</b>	<b>941,306</b>
<b>EXCESS OF REVENUES OVER EXPENDITURES BEFORE CAPITAL EXPENDITURES AND ALLOCATIONS TO SPECIAL RESERVE</b>	<b>73,352</b>	<b>159,050</b>	<b>728,719</b>
<b>CAPITAL EXPENDITURES</b>	<b>-</b>	<b>(64,810)</b>	<b>(49,882)</b>
<b>NET ALLOCATION (TO) FROM SPECIAL RESERVE</b>			
Computer	-	(15,000)	(11,915)
Vehicle	-	(15,310)	16,776
Operating	(73,352)	(240,055)	(60,000)
Photocopier	-	(5,196)	(10,428)
Telephone	-	(10,000)	(1,000)
Leasehold improvement	-	(75,000)	(75,000)
	(73,352)	(360,561)	(141,567)
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>\$ -</b>	<b>\$ (266,321)</b>	<b>\$ 537,270</b>

The accompanying notes and supporting schedules to which the financial statements are cross-referenced are an integral part of these financial statements.

# OLDMAN RIVER REGIONAL SERVICES COMMISSION

## STATEMENT OF CHANGES IN FINANCIAL POSITION YEAR ENDED DECEMBER 31, 2008

	<u>2008</u>	<u>2007</u>
CASH PROVIDED BY (USED FOR):		
OPERATIONS		
Excess of revenues over expenditures	\$ (266,321)	\$ 537,270
Allocation to special reserve	360,561	141,567
	<u>94,240</u>	678,837
Change in non-cash working capital balances		
Accounts receivable	(529,553)	27,471
Accounts payable and accrued liabilities	12,015	19,413
Deferred revenue	348,590	(84,021)
	<u>(74,708)</u>	641,700
FINANCING		
Repayment of mortgage	(169,215)	(25,255)
INCREASE (DECREASE) IN CASH POSITION	(243,923)	616,445
CASH POSITION AT BEGINNING OF YEAR	<u>1,306,509</u>	<u>690,064</u>
CASH POSITION AT END OF YEAR	<u>\$ 1,062,586</u>	<u>\$ 1,306,509</u>
CONSISTING OF:		
OPERATING FUND		
Cash and term deposits	\$ 367,530	\$ 972,014
Special Reserve Fund	695,056	334,495
	<u>\$ 1,062,586</u>	<u>\$ 1,306,509</u>
OTHER ITEMS:		
Interest received	<u>\$ 42,884</u>	<u>\$ 65,958</u>

The accompanying notes and supporting schedules to which the financial statements are cross-referenced are an integral part of these financial statements.

# OLDMAN RIVER REGIONAL SERVICES COMMISSION

## STATEMENT OF CHANGES IN OPERATING CAPITAL YEAR ENDED DECEMBER 31, 2008

	<u>2008</u>	<u>2007</u>
OPERATING CAPITAL AT BEGINNING OF YEAR	\$ 831,152	\$ 319,137
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(266,321)	537,270
MORTGAGE PAYMENTS MADE DURING YEAR	<u>(169,215)</u>	<u>(25,255)</u>
OPERATING CAPITAL AT END OF YEAR	<u>\$ 395,616</u>	<u>\$ 831,152</u>

The accompanying notes and supporting schedules to which the financial statements are cross-referenced are an integral part of these financial statements.

# OLDMAN RIVER REGIONAL SERVICES COMMISSION

## STATEMENT OF CHANGES IN SPECIAL RESERVE FUND YEAR ENDED DECEMBER 31, 2008

	<u>2008</u>	<u>2007</u>
SPECIAL RESERVE AT BEGINNING OF YEAR	\$ 334,495	\$ 192,928
ADD:		
Allocations from operating fund	537,270	196,428
LESS:		
Net purchase of capital assets	(7,494)	(44,861)
Mortgage payment	<u>(169,215)</u>	<u>(10,000)</u>
SPECIAL RESERVE AT END OF YEAR	<u>\$ 695,056</u>	<u>\$ 334,495</u>

The accompanying notes and supporting schedules to which the financial statements are cross-referenced are an integral part of these financial statements.



# OLDMAN RIVER REGIONAL SERVICES COMMISSION

## STATEMENT OF CHANGES IN EQUITY IN CAPITAL FUND YEAR ENDED DECEMBER 31, 2008

	<u>2008</u>	<u>2007</u>
EQUITY IN CAPITAL ASSETS AT BEGINNING OF YEAR	\$ 350,964	\$ 323,265
ADD:		
Purchases during the year	64,810	49,882
Mortgage repayments during the year	169,215	25,255
Accumulated amortization of assets disposed of during the year	33,701	18,345
LESS:		
Cost of assets disposed of during the year	(47,075)	(26,548)
Amortization	(35,026)	(39,235)
EQUITY IN CAPITAL ASSETS AT END OF YEAR	<u>\$ 536,589</u>	<u>\$ 350,964</u>

The accompanying notes and supporting schedules to which the financial statements are cross-referenced are an integral part of these financial statements.

# OLDMAN RIVER REGIONAL SERVICES COMMISSION

## NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2008

### 1. GENERAL

The Oldman River Regional Services Commission is registered with the Municipal Government Act whose primary role and responsibility is to provide planning assistance to its member municipalities.

The Commission is exempt from income tax under Section 149 of the Canada Income Tax Act.

### 2. SUMMARY OF ACCOUNTING POLICIES

The Commission uses accounting principles consistent with those established by the Public Sector Accounting and Auditing Board of the Canadian Institute of Chartered Accountants. Significant aspects of these accounting principles are:

#### a) Basis of Accounting

The basis of accounting followed in the financial statement presentation includes revenues in the period in which the transactions or events occurred that gave rise to the revenues, and expenditures recognized in the period the goods and services are acquired and a liability is incurred or transfers due.

#### b) Capital Assets

Purchases of capital assets are recorded as an expenditure in the operating fund unless provided for by direct capital fund sources such as capital grants or allocations from special reserves.

Capital assets are recorded at cost. Assets bought at the end of the year are not amortized until the following year. Amortization is provided using the following annual rates and basis and reduces the Commissions equity in capital assets accordingly:

Building	4%	declining balance
General contents	20%	straight line, net of estimated salvage value
Other equipment	20%	straight line, net of estimated salvage value
Computer equipment	25%	straight line, net of estimated salvage value
Automotive	30%	declining balance

In the year of acquisition, only one half of the normal amortization is recorded on automotive assets.

#### c) Fund Accounting

Management funds consist of operating, capital and reserve funds. Transfers between funds are recorded as adjustments to the appropriate equity account.

#### d) Revenue Recognition

Restricted contributions are recognized as revenue of the appropriate fund in the year in which the related expenses are incurred.

# OLDMAN RIVER REGIONAL SERVICES COMMISSION

## NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2008

### 2. SUMMARY OF ACCOUNTING POLICIES (continued)

#### d) Revenue Recognition (continued)

Unrestricted contributions are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonably assured.

Service and member fees and sales of goods are recognized as revenue in the period in which the service is delivered or in which the transactions or events that gave rise to the revenue occurred.

Restricted investment income is recognized as revenue in the year in which the related expenses are incurred. Unrestricted investment income is recognized as revenue when earned.

#### e) Financial Instruments

The Commission's financial instruments consist of cash, accounts and accrued receivables, term deposits, accounts payable and accrued liabilities, and deferred revenues. Unless otherwise noted, it is management's opinion that the Commission is not exposed to significant interest, currency or credit risks arising from these financial instruments.

Unless otherwise noted, the fair value of these financial instruments represents their carrying values.

#### f) Use of Estimates

The preparation of financial statements in conformity with the disclosed basis of accounting requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expenditure during the period. Where measurement uncertainty exists, the financial statements have been prepared within reasonable limits of materiality. Actual results could differ from those estimates.

### 3. CASH AND TERM DEPOSITS

	<u>2008</u>	<u>2007</u>
Cash	\$ 367,530	\$ 972,014
Restricted operating cash	<u>695,056</u>	<u>334,495</u>
Total cash and term deposits	<u>\$ 1,062,586</u>	<u>\$ 1,306,509</u>

Term deposits consist of guaranteed investment certificates of \$514,191 bearing interest at rates between 2.75% and 4% (2007 - average of 3.5%) with maturity dates commencing November 2009 to September 2011.

# OLDMAN RIVER REGIONAL SERVICES COMMISSION

## NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2008

### 4. CAPITAL ASSETS

	2008			2007
	Cost	Accumulated Amortization	Net	Net
Land	\$ 80,000	\$ -	\$ 80,000	\$ 80,000
Building	504,929	103,331	401,598	382,451
General contents	190,805	185,072	5,733	6,879
Other equipment	15,844	15,844	-	631
Computer equipment	62,893	43,599	19,294	21,637
Automotive	52,966	23,002	29,964	28,581
	<u>\$ 907,437</u>	<u>\$ 370,848</u>	<u>\$ 536,589</u>	<u>\$ 520,179</u>

### 5. DEFERRED REVENUE

	2008	2007
Deferred Municipal contributions	\$ -	\$ 5,100
Deferred GIS grant revenue (schedule 2)	<u>422,032</u>	<u>68,342</u>
	<u>\$ 422,032</u>	<u>\$ 73,442</u>

The Oldman River Region Urban GIS project is an agreement between 25 member and non-member municipalities to assist in managing various municipal data, including land use and zoning, ownership, and infrastructure. The GIS service is not part of the Oldman River Regional Services Commission contract for planning services. Schedule 2 is a summary of current year revenues and expenditures from the project.

### 6. LONG-TERM DEBT

	2008	2007
ATB Financial mortgage, repaid 2008	<u>\$ -</u>	<u>\$ 169,215</u>

# OLDMAN RIVER REGIONAL SERVICES COMMISSION

## NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2008

### 7. SPECIAL RESERVE FUND

The commission has established the following special funds for future expenditures:

	<u>2008</u>	<u>2007</u>
a) Computer Reserve	\$ 99,795	\$ 84,795
b) Vehicle Reserve	29,462	14,152
c) Operating Reserve	376,505	136,450
d) Photocopier Reserve	28,071	22,875
e) Telephone Reserve	11,223	1,223
f) Building Improvement	<u>150,000</u>	<u>75,000</u>
	<u>\$ 695,056</u>	<u>\$ 334,495</u>

### 8. INCOME TAXES

The Oldman River Regional Services Commission is exempt from income taxes under the provisions of the Income Tax Act.

### 9. MAP SALES

	<u>2008</u>	<u>2007</u>
Sale of maps	\$ 9,442	\$ 7,449
Cost of maps sold	<u>(2,348)</u>	<u>(3,308)</u>
Net	<u>\$ 7,094</u>	<u>\$ 4,141</u>

# OLDMAN RIVER REGIONAL SERVICES COMMISSION

## NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2008

### 10. LOCAL AUTHORITIES PENSION PLAN

Employees of Oldman River Regional Services Commission participate in the Local Authorities Pension Plan, which is one of the plans covered by the Public Sector Pension Plans Act. The Plan covers approximately 133,000 employees of approximately 500 non-government employer organizations such as municipalities, hospitals, and schools (non-teachers).

Oldman River Regional Services Commission is required to make current service contributions to the Plan of 7.750% of pensionable payroll up to the year's maximum pensionable earnings under the Canada Pension Plan, and 10.640% on pensionable earnings above this amount.

Employees of Oldman River Regional Services Commission are required to make current service contributions of 6.750% of pensionable salary up to the year's maximum pensionable earnings under the Canada Pension Plan, and 9.640% on pensionable salary above this amount.

Total current and past service contributions by Oldman River Regional Services Commission to the Local Authorities Pension Plan in 2008 were \$60,777 (2007 - \$50,916). Total current and past service contributions by the employees of Oldman River Regional Services Commission to the Local Authorities Pension Plan in 2008 were \$53,484 (2007 - \$44,954).

At December 31, 2007, the Plan disclosed an actuarial deficit of \$1,183 million.

### 11. DEBT LIMITS

Section 276(2) of the Municipal Government Act requires that debt and debt limits as defined by Alberta Regulation 255/00 for the Oldman River Regional Services Commission be disclosed as follows:

	<u>2008</u>	<u>2007</u>
Total debt limit	<b>\$ 2,406,582</b>	\$ 3,340,050
Total debt	-	169,215
Amount below prescribed debt limit	<b>\$ 2,406,582</b>	<b>\$ 3,170,835</b>
Service on debt limit	<b>\$ 421,152</b>	\$ 584,509
Service on debt	-	26,400
Amount below prescribed debt servicing limit	<b>\$ 421,152</b>	<b>\$ 558,109</b>

The debt limit is calculated at 2.0 times revenue of the Commission (as defined in Alberta Regulation 255/00) and the debt service limit is calculated at 0.35 times such revenue. Incurring debt beyond limitations requires approval by the Minister of Municipal Affairs. These thresholds are guidelines used by Alberta Municipal Affairs to identify municipalities that could be at financial risk if further debt is acquired. The calculations taken alone do not represent the financial stability of the Commission. Rather, the financial statements must be interpreted as a whole.

# OLDMAN RIVER REGIONAL SERVICES COMMISSION

## NOTES TO FINANCIAL STATEMENTS DECEMBER 31, 2008

### 12. COMMITMENTS

The commission entered into a lease agreement for office equipment that expires in June, 2013. The lease is payable in quarterly instalments of \$1,246 net of GST and any other charges. Future lease payments are as follows:

2009	\$	4,984
2010		4,984
2011		4,984
2012		4,984
2013		1,246

### 13. SUBSEQUENT EVENTS

On February 24, 2009 the commission entered into a contract with Integrity Builders for removals to the Oldman Regional River Services Commission office building. The contract price is \$158,261 subject to additions and deductions pursuant to authorized change orders and allowances.

# OLDMAN RIVER REGIONAL SERVICES COMMISSION

## SCHEDULE OF OPERATING FUND EXPENDITURES YEAR ENDED DECEMBER 31, 2008

### SCHEDULE 1

	Budget (Unaudited)	2008 Actual	2007 Actual
<b>STAFF SALARIES</b>			
Permanent employees	\$ 729,000	\$ <b>722,608</b>	\$ 668,897
<b>STAFF BENEFITS</b>			
Alberta Health Care	3,700	4,404	3,502
Canada Pension Plan	23,000	23,236	24,179
Extended Medical	7,400	13,866	12,214
Group Life Insurance	5,000	4,446	3,452
Local Authorities Pension Plan	35,000	39,534	26,957
Employment Insurance	15,000	11,693	12,507
	89,100	97,179	82,811
<b>OFFICE</b>			
Occupancy costs	212,400	35,737	29,542
<b>OTHER OPERATING EXPENDITURES</b>			
Accounting and audit	9,000	25,180	7,569
Advertising	-	7,767	10,959
Equipment rentals	4,000	17,866	4,366
Insurance	7,700	9,245	8,398
Janitorial	5,000	4,675	4,370
Land titles office	5,000	7,245	5,417
Legal fees	1,500	595	751
Members' fees	20,000	13,249	12,550
Members' travel	9,700	11,933	8,063
Miscellaneous	400	1,296	1,333
Office supplies	8,800	4,443	8,175
Postage	9,000	9,889	13,591
Printing and duplicating	11,500	10,544	7,736
Public relations	6,000	10,311	9,111
Recruitment	2,500	-	4,163
Repairs and maintenance	10,500	14,818	10,551
Staff training and conferences	7,000	9,097	6,160
Staff travel	11,200	18,539	23,177
Telephone	6,000	12,025	13,616
	134,800	188,717	160,056
	\$ 1,165,300	\$ 1,044,241	\$ 941,306



# OLDMAN RIVER REGIONAL SERVICES COMMISSION

## SCHEDULE OF GEOGRAPHIC INFORMATION SYSTEM YEAR ENDED DECEMBER 31, 2008

### SCHEDULE 2

	2008	2007
<b>REVENUES</b>		
Interest	\$ 513	\$ 2,236
Cost recoveries	4,125	-
Municipal sponsorship grant	517,136	-
Municipal contributions	237,228	276,945
	759,002	279,181
<b>EXPENDITURES</b>		
Accounting and audit	2,018	75
Computer equipment	25,670	-
Computer software	7,548	25,117
Furniture	160	-
Land titles	1,610	455
Map purchases	100	1,150
Office	3,539	967
Repairs and maintenance	525	2,108
Field expense	1,614	-
Training and conferences	7,480	1,118
Travel	1,189	7,326
Wages and benefits	353,859	329,986
	405,312	368,302
<b>EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES</b>	<b>353,690</b>	<b>(89,121)</b>
<b>DEFERRED REVENUE, AT BEGINNING OF YEAR</b>	<b>68,342</b>	<b>157,463</b>
<b>DEFERRED REVENUE, AT END OF YEAR</b>	<b>\$ 422,032</b>	<b>\$ 68,342</b>