



TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
NOVEMBER 23, 2009
AGENDA

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

CALL TO ORDER

- AGENDA: ADOPTION OF AGENDA
- MINUTES: REGULAR MEETING MINUTES NOVEMBER 9, 2009
- DELEGATIONS: PLANNING PROTOCOL INC.
RE: Prairie Shores Area Structure Plan
- ACTION ITEMS:
1. BYLAW #1534 – Unsightly Premises and Snow Removal
RE: 2nd & 3rd Reading
 2. BYLAW #1535 – Harvest Square Area Structure Plan
RE: 1st Reading
 3. BYLAW #1536 – Prairie Shores Area Structure Plan
RE: 1st Reading
 4. DELEGATION RESPONSE: Willow Creek Recycling & Bottle Depot
RE: Contract Renewal
 5. CORRES: Government of Alberta Assessment Services
RE: Follow up to Detailed Assessment Audit of 2007 Roll
 6. CORRES: Royal Canadian Mounted Police
RE: Deployment of RCMP to the 2010 Olympic Games
 7. CORRES: Telus Communications
RE: Site Lease Renewal Option
 8. CORRES: Muniware
RE: 2010 Support Agreement
 9. CORRES: Summer Places Ltd.
RE: 28 Saskatchewan Crescent
 10. CORRES: Saddle Ranch Developments Ltd.
RE: Policy #85, Bylaw #1525
 11. CORRES: ATCO Gas
RE: No Parking Stalls
 12. WATER CONVEYANCE & SUPPLY AGREEMENT – Water Co-op
 13. CORRES: Claresholm Skating Club
RE: Skate-a-thon
 14. CORRES: Claresholm Garden Club & Communities in Bloom
RE: Proposal for a Dedicated Gardener
 15. CAPITAL PROJECTS FOR BUDGET DISCUSSION 2010 – 2012
 16. DECEMBER 2009 COUNCIL MEETING DATE
 17. ADOPTION OF INFORMATION ITEMS

INFORMATION ITEMS:

1. Cheque Listing for Accounts Payable – October 2009
2. Oldman River Regional Services Commission Executive Meeting Minutes – September 10, 2009
3. Claresholm RCMP Detachment Monthly Policing Report – October 2009
4. Claresholm & District Health Foundation Thank You
5. West Meadow Elementary Principal's Update – November 9, 2009
6. West Meadow Elementary Principal's Update – November 16, 2009
7. SouthGrow Regional Initiative Invitation for Trip to Edmonton – November 25, 2009
8. SouthGrow Regional Initiative Recognition Awards

ADJOURNMENT:



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING MINUTES
NOVEMBER 9, 2009**

- CALL TO ORDER:** The meeting was called to order at 7:00pm by Mayor Rob Steel
- PRESENT:** Mayor Rob Steel; Councillors: Shirley Isaacson, Don Leonard, David Moore, Connie Quayle and Daryl Sutter; Chief Administrative Officer: Kris Holbeck; Secretary-Treasurer: Karine Wilhauk
- ABSENT:** Councillor Doug MacPherson
- AGENDA:** Moved by Councillor Leonard that the Agenda be accepted as presented.
CARRIED
- MINUTES:** **REGULAR MEETING – OCTOBER 26, 2009**
Moved by Councillor Sutter that the Regular Meeting Minutes of October 26, 2009 be accepted as presented.
CARRIED
- DELEGATIONS:** **WILLOW CREEK RECYCLING & BOTTLE DEPOT – Shelley O'Neil**
RE: Contract Renewal
Shelley O'Neil spoke to Council regarding the renewal of the contract between the Town of Claresholm and Willow Creek Recycling & Bottle Depot. Mr. O'Neil spoke about the challenges facing the recycling industry. He would like to renew the contract for another three years.
- ACTION ITEMS:**
1. **BYLAW #1534 – Unightly Premises and Snow Removal**
RE: 1st Reading
Moved by Councillor Moore to give Bylaw #1534, regarding Unightly Premises and Snow Removal, 1st Reading.
CARRIED
 2. **DELEGATION RESPONSE: Kinsmen / Kinette Joint Project Committee**
RE: Plans for a Toboggan Hill & Gazebo
Received for information.
 3. **CORRES: Hon. Ray Danyluk, Minister of Municipal Affairs**
RE: Municipal Sustainability Initiative
Received for information.
 4. **CORRES: Telus Communications**
RE: Site Lease Renewal Option
Referred to administration.
 5. **CORRES: Communities in Bloom**
Received for information.
 6. **CORRES: Winnifred Worbetz**
Received for information.
 7. **MD OF WILLOW CREEK – Lease Agreement**
Moved by Councillor Isaacson to sign the lease agreement with the MD of Willow Creek for the airport terminal as presented.
CARRIED
 8. **WATER CONVEYANCE & SUPPLY AGREEMENT**
Referred to administration.
 9. **ADOPTION OF INFORMATION ITEMS**

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

CARRIED

10. IN CAMERA – LEGAL

Moved by Councillor Sutter that this meeting go In Camera.

CARRIED

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

CARRIED

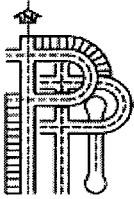
ADJOURNMENT: Moved by Councillor Leonard that this meeting adjourn.

CARRIED

Mayor – Rob Steel

Chief Administrative Officer – Kris Holbeck, CA

DELEGATIONS



PLANNING PROTOCOL INC.

#201, 3505 - 52nd St. SE CALGARY, ALBERTA T2B 3R3

PHONE: (403) 230-5522

FAX: (403) 230-0335

SITE: WWW.PLANNINGPROTOCOL.COM

Town of Claresholm

C/o Karine Wilhauk
Secretary Treasurer
221 - 45 Avenue West
Claresholm Alberta T0L 0T0

November 19, 2009

To Karine,

Re: Request to attend and speak as delegates on the Prairie Shores Area Structure Plan Bylaw reading scheduled on the November 23rd, 2009 agenda

I would like to request that Rod Potrie and I be given the chance to address the Claresholm Council members on issues related to our proposed Prairie Shores Area Structure Plan. We understand that this would be our opportunity to speak of our project and provide a brief introduction our intent, and our progress thus far.

Should you have any questions, do not hesitate to call me at your earliest convenience.

Sincerely,

Terence Santiano,

Planning Protocol Inc.

(403) 230-5522 x 237

ACTION ITEMS



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1534**

A Bylaw of the **Town of Claresholm to regulate and abate nuisances and unsightly premises and to require timely snow removal within the Town of Claresholm.**

WHEREAS, under the authority of the Municipal Government of Alberta, being Chapter M-26 of the Revised Statutes of Alberta, R.S.A. 2000 and amendments thereto, the Council of a municipality may pass bylaws for the preventing of nuisances generally, and regulating untidy and unsightly private and public premises;

AND WHEREAS the Council deems it necessary to provide for an efficient means of regulating and encouraging the abatement of unsightly premises within the Town of Claresholm;

AND WHEREAS the Council deems it necessary to require the timely removal of ice and snow from the sidewalks located within the Town of Claresholm;

AND WHEREAS the Council deems it necessary and appropriate to repeal and replace the existing Unsightly Premises and Snow Removal Bylaw No. 1522;

NOW THEREFORE, THE COUNCIL OF THE TOWN OF CLARESHOLM, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

SECTION 1 TITLE OF BYLAW

- 1.1 This Bylaw may be cited as the “**Unsightly Premises and Snow Removal Bylaw.**”

SECTION 2 DEFINITIONS

- 2.1 In this Bylaw, unless the context otherwise requires:
- a) “**Administration Fee**” means a fee added to actual expenses incurred by the Town for measures taken pursuant to this Bylaw and such fee is equal to the greater of \$25.00 or 15% of actual expenses incurred by the Town;
 - b) “**Animal Material**” means any animal excrement and includes all material accumulated on a premises from pet pens or pet yards, stables, veterinary clinics, animal hospitals, kennels or feed lots;
 - c) “**Ashes**” means the powdery residue accumulated on a premises left after the combustion of any substance and includes any partially burnt wood, charcoal or coal;
 - d) “**Building Material**” means material or debris which may result from the construction, renovation or demolition of any building or other structure and includes, but is not limited to, wood, gypsum board, roofing, vinyl siding, metal, packaging material and containers of building material, gravel, concrete and asphalt and any earth, rocks and vegetation displaced during such construction, renovation or demolition of any building or other structure;
 - e) “**Chief Administrative Officer**” means a municipal official employed by the Town of Claresholm in the position of Chief Administrative Officer or, in his/her absence, the person appointed as Acting Chief Administrative Officer;
 - f) “**Control**” in reference to weeds means:
 - i) Cut, mow or carry out measures designed to inhibit propagation of the weed, or
 - ii) Destroy the weed if specified by a Community Peace Officer, Bylaw Enforcement Officer or Weed Inspector employed by the Town of Claresholm;
 - g) “**Council**” means the Council of the Town of Claresholm;
 - h) “**Court**” means the Provincial Court of Alberta;
 - i) “**Designated Officer**” means a person authorized by Council to act pursuant to Section (542) of the Municipal Government Act, but not limited to performing inspections and any other action required to enforce the provisions of this Bylaw. For the purpose of this

Bylaw, the Designated Officer shall be the Enforcement Officer.

- j) **“Enforcement Officer”** means a Community Peace Officer, Bylaw Enforcement Officer, RCMP Constable or other person appointed by the Town who is authorized to enforce Bylaws of the Town of Claresholm;
- k) **“Garbage”** means any household or commercial rubbish including, but not limited to, boxes, cartons, bottles, cans, containers, packaging, wrapping material, waste paper, cardboard, food, discarded clothing or fabric and discarded household items;
- l) **“Graffiti”** means words, figures, letters or drawings scribbled, scratched, painted or sprayed upon any surface without the consent of the owner of the building or premise on which such graffiti is placed;
- m) **“Highway”** is as defined in the *Traffic Safety Act*;
- n) **“Including” or “Includes”** when introducing a list of items, does not limit the meaning of the words to those items or to items of a similar kind;
- o) **“Municipal Government Act”** means the *Municipal Government Act*, RSA 2000, Chapter M-26, as amended or replaced from time to time;
- p) **“Notice”** means a notice issued pursuant to this Bylaw directing an owner of a premises to remedy a condition that is not in compliance with a provision of this Bylaw;
- q) **“Nuisance”** means any condition or use of property which, in the opinion of a Designated Officer, constitutes an unreasonable interference with the use and enjoyment of other property and includes, without limiting the foregoing, those conditions set out in Section Three (3) of this Bylaw.
- r) **“Owner”** of a property or premise means:
- i) a person who is registered under the *Land Titles Act* as the owner of the land;
 - ii) a person who is recorded as the owner of the property on the tax assessment of the Town;
 - iii) a person who has purchased or otherwise acquired the land, whether he has purchased or otherwise acquired the land directly from the owner or from another purchaser, and has not yet become the registered owner thereof;
 - iv) a person holding himself out as the person having the powers and authority of ownership of the property or premises or who for the time being exercises the powers and authority of ownership; or
 - v) a person controlling the property or premises under construction, or a person who is the occupant of the property or premises pursuant to a rental or lease agreement, license or permit;
- s) **“Person”** means an individual or any business entity including a firm, partnership, association, corporation, company, or society;
- t) **“Premises”** means any land situated in whole or in part within the Town including the external surfaces of all buildings and land immediately adjacent to any building or buildings and includes any land or buildings owned or leased by the Town;
- u) **“Provincial Offences Procedures Act”** means the *Provincial Offences Procedure Act*, RSA 200, Chapter P-34, and the regulations thereof, as amended or replaced from time to time;
- v) **“Residential Building”** means a structure used as a residence containing one or more dwelling units, including a house, multi-family dwelling, apartment building, hospital, lodging house, hotel, motel, mobile home, tent, trailer, motor home, camper, or recreational vehicle of any type;
- w) **“Residential Development”** means any land that is the site of one or more residential buildings, excepting farms, ranches, and other land which is used for primarily agricultural purposes;
- x) **“Town”** means the municipal corporation of the Town of Claresholm in the Province of Alberta, or the area located within the Town of Claresholm's corporate limits, as the context so requires;
- y) **“Unightly Premises”** means any building or property or part of either that exhibits “visual evidence of a lack of general maintenance and upkeep”, as defined in this Bylaw,

and includes any premises upon which there is an excessive or unreasonable accumulation of:

- i) garbage, animal or human excrement, sewage, the whole or a part of an animal carcass, dirt, soil, gravel, rocks, petroleum products, hazardous materials, containers, boxes, paper products, disassembled equipment or machinery, broken household chattels or goods;
 - ii) the whole or any part of any vehicle or vehicles which are not registered with the Motor Vehicle Registry for the current year and which are inoperative by reason of disrepair, removed parts, or missing equipment, or any vehicles which are otherwise not in a roadworthy condition;
 - iii) equipment, household appliances, power tools or machinery which have been rendered inoperative by reason of disassembly, age or mechanical condition;
 - iv) animal material, ashes, building material, garbage, and yard material as defined in this Bylaw; or
 - v) any other form of scrap, litter, trash, junk, or waste of any kind;
- z) “**Vehicle**” has the same meaning as defined in the Traffic Safety Act, and includes any motorized vehicle that is unable to be moved under its own power;
- aa) “**Visual Evidence of a Lack of General Maintenance and Upkeep**” includes, in relation to a premises:
- i) significant physical deterioration of buildings or other improvements, or portions of either;
 - ii) broken or missing windows, siding, shingles, shutters, eaves, or other building construction or finishing materials;
 - iii) significant fading, chipping or peeling of painted areas of buildings or other improvements;
- bb) “**Weeds**” includes dandelions, nuisance and noxious weeds as defined by the Weed Control Act;
- cc) “**Yard Material**” means waste material of an organic nature formed as a result of gardening, horticultural pursuits, or agricultural activities and includes grass, tree and hedge cuttings, waste sod and decomposing plants, leaves and weeds.

SECTION 3 GENERAL PROHIBITION

- 3.1 No owner or owners of a premises shall cause, allow or permit the premises to become or to continue to be an “Unightly Premises”, a nuisance, or a danger to public safety as defined by this Bylaw.
- 3.2 When making the determination as to whether a particular premises constitutes an “Unightly Premises”, considerations shall include any admissible evidence as to:
- a) the general condition and state of tidiness of the neighbouring or surrounding premises;
 - b) the location and permitted use of the premises and whether or not the premises is located within a residential development;
 - c) the period of time the premises has been in the state complained of;
 - d) whether or not the premises is undergoing construction or renovation, and the period of time that such activity has been ongoing; and
 - e) any other circumstances or factors relating to the premises which is deemed relevant to the said determination.
- 3.3 When making the determination as to whether a particular premises constitutes a nuisance, considerations shall include any admissible evidence as to:
- a) the accumulation of rubbish, refuse or other waste products on the property;
 - b) any other circumstances or factors relating to the premises which is deemed relevant to the said determination.
- 3.4 When making the determination as to whether a particular premises constitutes a danger to public safety, considerations shall include any admissible evidence as to:
- a) whether the premises could endanger the safety of the general public;

- b) whether the premises constitutes the potential for significant danger, injury or harm, or damage to the general public;
 - c) any other circumstances or factors relating to the premises which is deemed relevant to said determination.
- 3.5 Every owner or occupier of a premises shall ensure that graffiti placed on the premises is removed, painted over, or otherwise permanently blocked from public view within fourteen (14) days of the owner becoming aware or notified of the presence of said graffiti.

SECTION 4 WEEDS, GRASS, TREES, PESTS AND SMOKE

- 4.1 Every occupant or owner of any property or premises within the Town shall:
- a) eradicate or control all weeds and grass on the premises, and on any boulevard which abuts or adjoins the premises, including up to the center of lanes or alleys at the rear or side of the premises;
 - b) prune or remove any and all trees located on the premises that, due to a deterioration of condition or for any other reason, interfere with any public utility or public works, and are a public safety hazard;
 - c) remove or prune any shrub located on the premises which is, or could be, a nuisance to any person using any publicly owned or maintained sidewalk or street;
 - d) prevent stagnant water from remaining on the premises so as to avoid it becoming a potential breeding place for mosquitoes or other pests;
 - e) cut or mow the grass on any boulevard or street, situated on Town owned land adjoining, or abutting or adjacent to the premises owned or occupied by them, to prevent such grass from growing to such a height as to be unsightly, having regard to the height of the grass on adjacent or surrounding premises;
 - f) remove from such property any dead grass or brush or rubbish which is clearly untidy or unsightly, or which may harbor vermin or pests therein; and
 - g) cut or mow the grass on such property before said grass reaches such a height as to be unsightly, having regard to the height of the grass on adjacent or surrounding property.
- 4.2 No occupant or owner of any property or premises whether presently occupied or not shall:
- a) allow weeds to grow and propagate uncontrolled or excessively on the premises;
 - b) suffer or permit trees, or other vegetation growing on the property, to interfere or endanger the lines, poles, conduits, pipes, or sewers or other works of the Town;
 - c) allow any infectious blight or disease of the trees or other vegetation located on the property to go uncontrolled or unchecked; or
 - d) allow, permit or cause any opaque or dense smoke or dust to be emitted to the atmosphere from the premises.
- 4.3 Where branches, foliage or other parts of trees, shrubs or other vegetation on a premises extend beyond the property lines of the subject premises, and interfere with or obstruct any public works of the Town, including power lines, traffic signage, street lighting, and the safe movement of vehicular and pedestrian traffic within the Town, the Chief Administrative Officer, the Town Superintendent, a Designated Officer or an Enforcement Officer may authorize the immediate removal, without notice, of any such interferences and obstructions.
- 4.4 Where the Town carries out any remedial measures as required pursuant to Section 4.3 of this Bylaw, neither the Town nor any employees or contractors thereof shall be held liable in any way in relation to any such remedial actions taken.

SECTION 5 CONSTRUCTION SITES

- 5.1 An owner of a property or premises being demolished or under construction shall ensure that building materials and waste materials on the premises are removed or contained and

secured in such a manner that prevents such material from being blown off or scattered from the property.

- 5.2 An owner of a property or premises being demolished or under construction shall ensure that waste building material on the premises is removed or secured within a reasonable time by means of appropriate containers.

SECTION 6 EXEMPTIONS & EXCEPTIONS

- 6.1 The provisions of this Bylaw shall not be interpreted to prevent bona fide and permitted commercial, industrial, agricultural, construction, demolition, renovation, landscaping, clean-up, storage or other related activities from being carried out on, or in relation to, a premises.
- 6.2 The owner of a premises that carries on, or permits the carrying on, of any activities referred to in Section 6.1 of this Bylaw shall ensure that all reasonable steps are taken to minimize the duration and visual impact of any resulting untidiness or unsightliness of the premises.
- 6.3 When determining whether the owner of a premises has “taken all reasonable steps” as required by Section 6.2, the Designated Officer’s and Council’s considerations shall include the considerations referred to in Section 3.2 of this Bylaw.

SECTION 7 SNOW AND ICE ON SIDEWALKS

- 7.1 An owner of a premises shall ensure:
- a) the removal from any public sidewalk located adjacent to the premises, including private driveway crossings, all snow and ice deposited thereon, whether from natural or unnatural means, within 24 hours of such deposit, or within 24 hours of the issuance of a Snow Removal Notice in respect of the premises; and
 - b) that the snow and ice removed pursuant to section 7.1(a) is not placed upon any highway or other public property administered by the Town.
- 7.2 For the purpose of Section 7.1(a), snow and ice will be considered removed when the sidewalk is cleaned for the entire width of sidewalk to the sidewalk surface as completely as reasonably possible.
- 7.3 For the purpose of Section 7.1(a), in the case of a sidewalk being below grade resulting in repeated coverage by ice or water through drainage or melted snow or rain, the sidewalk must be cleaned as completely as reasonably possible and a non-slip, non-corrosive and salt-free material such as sand or similar material must be scattered on the surface of the sidewalk as frequently as required to maximize traction for pedestrians. The sidewalk condition must be communicated to the Chief Administrative Officer so it can be added to the list of sidewalk improvements and dealt with accordingly.
- 7.4 For the purpose of Section 7.1(a), where an owner or occupant of a premises reasonably anticipates being absent, the owner or occupant must make arrangements to ensure the sidewalks are maintained in accordance with this Bylaw.

SECTION 8 ENFORCEMENT

- 8.1 Where an owner or occupant of a premises is found by a Designated Officer to be in non-compliance with any provision of this Bylaw (excepting Section 7 – Snow and Ice on Sidewalks), the owner or occupant of the premises may be issued an Order containing the following information:
- a) the address and/or legal description of the property where remedial action is required;
 - b) the condition or conditions that are not in compliance with this Bylaw;
 - c) the remedial action that is required to bring the property into compliance;
 - d) the deadline for completion of the remedial action required, which must not be less than seven (7) days after the date of service of the Notice and must not be greater than thirty (30) days after the date of service of the Notice; and

- e) a statement that the Town may carry out the required remedial action at the owner's expense if the required work is not completed within the allowed time.
- 8.2 An application for an extension of the deadline provided for the completion of the remedial action required in a Notice issued pursuant to Section 8.1 of this Bylaw may be applied for in writing to an Enforcement Officer not later than seven (7) days after the service of the Notice. The application must include the reasons why the deadline extension is required, and the anticipated date for completion of the required remedial action. Any such deadline extension applied for may be allowed or refused at the sole discretion of the Enforcement Officer, and the extension shall not exceed sixty (60) days after the deadline provided in the Notice.
- 8.3 Any Notice issued pursuant to Section 8.1 of this Bylaw will be deemed to have been sufficiently served upon the owner or occupant of the premises when the Notice is:
- a) served personally upon the owner or occupant, or served in substitution upon any person who is 18 years of age or older who resides in the subject premises;
 - b) served personally upon the property manager or person apparently in charge of the premises, if the premises is not occupied or managed by the owner;
 - c) posted at a conspicuous location(s) near the main entry to the premises; or
 - d) mailed by regular mail to the owner of the premises using the address provided by the owner and/or on record with the Town of Claresholm as the mailing address for the owner of the premises, in which case the deemed date of service is five (5) days after the date of mailing.
- 8.4 The owner or occupant of a premises who has been served with a Notice issued pursuant to this Section shall fully comply with the Notice within either the original or extended time allowed for compliance.
- 8.5 Where the owner or occupant of a premises fails to comply with any provision of Section 7 (Snow and Ice on Sidewalks) of this Bylaw, an Enforcement Officer may issue and serve the owner with a Snow Removal Notice in accordance with the provisions of this Section. If the required remedial action (Snow and Ice Removal from Sidewalks) is not completed within 24 hours from the date of service of the Notice, the Town may take all reasonable measures to remove the snow and/or ice from the subject sidewalk(s) at the property-owner's expense, and the subject costs and expenses, if unpaid by the owner upon demand, shall be added to the Tax Roll of the subject property in accordance with Section 553(1) (g.1) of the *Municipal Government Act*, RSA 2000, c.M-26.
- 8.6 Where an Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw, he/she may commence enforcement of the Bylaw in relation to that person by:
- a) issuing the person a Violation Ticket pursuant to the provisions of Part 2 of the Provincial Offences Procedure Act;
 - b) swearing out an Information and Complaint against the person; or
 - c) in lieu of prosecution, issuing the person a Bylaw Violation Tag, in a form as approved by the Chief Administrative Officer.
- 8.7 Where an Officer issues a person a Violation Ticket in accordance with Section 9.1(a) of this Bylaw, the officer may either:
- a) allow the person to pay the specified penalty as provided for in Section 11 of this Bylaw by indicating such specified penalty on the Violation Ticket; or
 - b) require a Court appearance of the person, pursuant to the provisions of Part 2 of the Provincial Offences Procedure Act (POPA), where the Enforcement Officer reasonably believes that such appearance is in the public interest.
- 8.8 No provision of this Bylaw or any action taken pursuant to any provision of this Bylaw shall restrict, limit, prevent or preclude an Enforcement Officer or the Town from pursuing any other remedy in relation to a premise or nuisance as provided by the Municipal Government Act, any other law of the Province of Alberta, or any other Bylaw of the Town of Claresholm.

SECTION 9 VIOLATION TICKETS

- 9.1 Where an Enforcement Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw, the Enforcement Officer may commence enforcement of the Bylaw in relation to that person by:
- a) issuing the person a Bylaw Violation Tag, in a form as approved by the CAO;
 - b) if the Violation Tag penalty is not paid within the specified period, the person shall be issued a Violation Ticket pursuant to the provisions of Part Two (2) of the Provincial Offences Procedures Act (POPA);
 - c) if the Violation Ticket penalty is not paid within the specified period, the Enforcement Officer shall swear out an Information and Complaint against the person;
 - d) any penalties assessed shall be per "Schedule 'A' – Minimum Specified Penalties."

SECTION 10 GENERAL PENALTY PROVISION

- 10.1 Any person that violates any provision of this Bylaw is guilty of an offence and is liable upon conviction to a maximum fine of ten thousand dollars (\$10,000), or in default of payment of the fine to imprisonment for a period not exceeding one (1) year, or to both fine and imprisonment in such amounts.

SECTION 11 GENERAL

- 11.1 It is the intention of the Council of the Town of Claresholm that each provision of this Bylaw should be considered as being separate and severable from all other provisions. Should any section or provision of this Bylaw be found to have been improperly enacted, then such section or provision shall be regarded as being severable from the rest of this Bylaw and that the Bylaw remaining after such severance shall remain effective and enforceable.
- 11.2 It is the intention of the Council of the Town of Claresholm that all offences created pursuant to this Bylaw be construed and considered as being Strict Liability Offences.
- 11.3 Whenever the singular and masculine gender is used in this Bylaw, the same shall include the plural, feminine and neuter gender whenever the context so requires.

SECTION 12 REPEAL OF PREVIOUS BYLAW

- 12.1 Bylaw No. 1522, the "Unightly Premises and Snow Removal Bylaw" and any amendments thereto, are hereby repealed.

SECTION 13 PASSAGE OF BYLAW

- 13.1 This Bylaw shall come into effect upon passage of Third Reading.

Read a first time in Council this 9th day of November 2009 A.D.

Read a second time in Council this day of 2009 A.D.

Read a third time in Council and finally passed in Council this day of
2009 A.D.

Rob Steel, Mayor

Kris Holbeck, CAO

SCHEDULE "A" MINIMUM AND SPECIFIED PENALTIES AND FEES

1. The minimum and specified penalty for a violation of any provision of this Bylaw (excepting the provisions of Sections 3.4, 4, and 7) is a fine in the amount of:
 - First Offence: \$350.00
 - Second Offence: \$700.00
 - Third Offence: \$1,500.00

2. The minimum and specified penalty for a violation of Section 3.4 of this Bylaw is a fine in the amount of:
 - First Offence: \$500.00
 - Second Offence: \$1,000.00
 - Third Offence: \$1,500.00

3. The minimum and specified penalty for a violation of a provision of Sections 4 and 7 of this Bylaw is a fine in the amount of:
 - First Offence: \$250.00
 - Second Offence: \$500.00
 - Third Offence: \$1,000.00

4. The minimum and specified penalty for any violation of this Bylaw four (4) times or more and for each subsequent offence shall be a fine in the amount of one thousand five-hundred dollars (\$1,500.00).

5. The fee to appeal a written order shall be one hundred dollars (\$100).

6. The penalty in lieu of prosecution for a violation of any provision of this Bylaw proceeded with in accordance with Section 9.1(c) is one-half (50%) of the minimum and specified penalty provided for the particular offence by this Section.



K

**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1522**

A Bylaw of the Town of Claresholm to regulate and abate nuisances and unsightly premises and to require timely snow removal within the Town of Claresholm.

WHEREAS Section 7 of the Municipal Government Act, RSA 2000, Chapter M-26 permits the Council to pass bylaws respecting nuisances, including unsightly property; the safety, health and welfare of people; and the protection of people and property;

AND WHEREAS the Council deems it necessary to provide for an efficient means of regulating and encouraging the abatement of unsightly premises within the Town of Claresholm;

AND WHEREAS the Council deems it necessary to require the timely removal of ice and snow from the sidewalks located within the Town of Claresholm;

AND WHEREAS the Council deems it necessary and appropriate to repeal and replace the existing Nuisance Bylaw No. 1406;

NOW THEREFORE, THE COUNCIL OF THE TOWN OF CLARESHOLM, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

SECTION 1 TITLE OF BYLAW

- 1.1 This Bylaw may be cited as the "Unsightly Premises and Snow Removal Bylaw."

SECTION 2 DEFINITIONS

2.1 In this Bylaw, unless the context otherwise requires:

- a) "Administration Fee" means a fee added to actual expenses incurred by the Town for measures taken pursuant to this Bylaw and such fee is equal to the greater of \$25.00 or 15% of actual expenses incurred by the Town;
- b) "Animal Material" means any animal excrement and includes all material accumulated on a premises from pet pens or pet yards, stables, veterinary clinics, animal hospitals, kennels or feed lots;
- c) "Ashes" means the powdery residue accumulated on a premises left after the combustion of any substance and includes any partially burnt wood, charcoal or coal;
- d) "Building Material" means material or debris which may result from the construction, renovation or demolition of any building or other structure and includes, but is not limited to, wood, gypsum board, roofing, vinyl siding, metal, packaging material and containers of building material, gravel, concrete and asphalt and any earth, rocks and vegetation displaced during such construction, renovation or demolition of any building or other structure;
- e) "Chief Administrative Officer" means a municipal official employed by the Town of Claresholm in the position of Chief Administrative Officer or, in his/her absence, the person appointed as Acting Chief Administrative Officer;
- f) "Control" in reference to weeds means:
 - i) Cut, mow or carry out measures designed to inhibit propagation of the weed, or
 - ii) Destroy the weed if specified by a Community Peace Officer, Bylaw Enforcement Officer or Weed Inspector employed by the Town of Claresholm;
- g) "Council" means the Council of the Town of Claresholm;
- h) "Court" means the Provincial Court of Alberta;
- i) "Enforcement Officer" means a Community Peace Officer, Bylaw Enforcement Officer, RCMP Constable or other person appointed by the Town who is authorized to enforce Bylaws of the Town of Claresholm;

- j) **"Garbage"** means any household or commercial rubbish including, but not limited to, boxes, cartons, bottles, cans, containers, packaging, wrapping material, waste paper, cardboard, food, discarded clothing or fabric and discarded household items;
- k) **"Graffiti"** means words, figures, letters or drawings scribbled, scratched, painted or sprayed upon any surface without the consent of the owner of the building or premise on which such graffiti is placed;
- l) **"Highway"** is as defined in the *Traffic Safety Act*;
- m) **"Including"** or **"Includes"** when introducing a list of items, does not limit the meaning of the words to those items or to items of a similar kind;
- n) **"Municipal Government Act"** means the *Municipal Government Act*, RSA 2000, Chapter M-26, as amended or replaced from time to time;
- o) **"Notice"** means a notice issued pursuant to this Bylaw directing an owner of a premises to remedy a condition that is not in compliance with a provision of this Bylaw;
- p) **"Owner"** of a property or premise means:
- i) a person who is registered under the *Land Titles Act* as the owner of the land;
 - ii) a person who is recorded as the owner of the property on the tax assessment of the Town;
 - iii) a person who has purchased or otherwise acquired the land, whether he has purchased or otherwise acquired the land directly from the owner or from another purchaser, and has not yet become the registered owner thereof;
 - iv) a person holding himself out as the person having the powers and authority of ownership of the property or premises or who for the time being exercises the powers and authority of ownership; or
 - v) a person controlling the property or premises under construction, or a person who is the occupant of the property or premises pursuant to a rental or lease agreement, license or permit;
- q) **"Person"** means an individual or any business entity including a firm, partnership, association, corporation, company, or society;
- r) **"Premises"** means any land situated in whole or in part within the Town including the external surfaces of all buildings and land immediately adjacent to any building or buildings and includes any land or buildings owned or leased by the Town;
- s) **"Provincial Offences Procedures Act"** means the *Provincial Offences Procedure Act*, RSA 200, Chapter P-34, and the regulations thereof, as amended or replaced from time to time;
- t) **"Residential Building"** means a structure used as a residence containing one or more dwelling units, including a house, multi-family dwelling, apartment building, hospital, lodging house, hotel, motel, mobile home, tent, trailer, motor home, camper, or recreational vehicle of any type;
- u) **"Residential Development"** means any land that is the site of one or more residential buildings, excepting farms, ranches, and other land which is used for primarily agricultural purposes;
- v) **"Town"** means the municipal corporation of the Town of Claresholm in the Province of Alberta, or the area located within the Town of Claresholm's corporate limits, as the context so requires;
- w) **"Unightly Premises"** means any building or property or part of either that exhibits "visual evidence of a lack of general maintenance and upkeep", as defined in this Bylaw, and includes any premises upon which there is an excessive or unreasonable accumulation of:
- i) garbage, animal or human excrement, sewage, the whole or a part of an animal carcass, dirt, soil, gravel, rocks, petroleum products, hazardous materials, containers, boxes, paper products, disassembled equipment or machinery, broken household chattels or goods;

- R
- ii) the whole or any part of any vehicle or vehicles which are not registered with the Motor Vehicle Registry for the current year and which are inoperative by reason of disrepair, removed parts, or missing equipment, or any vehicles which are otherwise not in a roadworthy condition;
 - iii) equipment, household appliances, power tools or machinery which have been rendered inoperative by reason of disassembly, age or mechanical condition;
 - iv) animal material, ashes, building material, garbage, and yard material as defined in this Bylaw; or
 - v) any other form of scrap, litter, trash, junk, or waste of any kind;
 - x) "Vehicle" has the same meaning as defined in the *Traffic Safety Act*, and includes any motorized vehicle that is unable to be moved under its own power;
 - y) "Visual Evidence of a Lack of General Maintenance and Upkeep" includes, in relation to a premises:
 - i) significant physical deterioration of buildings or other improvements, or portions of either;
 - ii) broken or missing windows, siding, shingles, shutters, eaves, or other building construction or finishing materials;
 - iii) significant fading, chipping or peeling of painted areas of buildings or other improvements;
 - z) "Weeds" includes dandelions, nuisance and noxious weeds as defined by the *Weed Control Act*;
 - aa) "Yard Material" means waste material of an organic nature formed as a result of gardening, horticultural pursuits, or agricultural activities and includes grass, tree and hedge cuttings, waste sod and decomposing plants, leaves and weeds.

SECTION 3 GENERAL PROHIBITION

- 3.1 No owner or owners of a premises shall cause, allow or permit the premises to become or to continue to be an "Unsightly Premises", as defined by this Bylaw.
- 3.2 When making the determination as to whether a particular premises constitutes an "Unsightly Premises", the Court's considerations shall include any admissible evidence as to:
- a) the general condition and state of tidiness of the neighbouring or surrounding premises;
 - b) the location and permitted use of the premises and whether or not the premises is located within a residential development;
 - c) the period of time the premises has been in the state complained of;
 - d) whether or not the premises is undergoing construction or renovation, and the period of time that such activity has been ongoing; and
 - e) any other circumstances or factors relating to the premises which the Court deems are relevant to the said determination.
- 3.3 Every owner or occupier of a premises shall ensure that graffiti placed on the premises is removed, painted over, or otherwise permanently blocked from public view within fourteen (14) days of the owner becoming aware or notified of the presence of said graffiti.

SECTION 4 WEEDS, GRASS, TREES, PESTS AND SMOKE

- 4.1 Every occupant or owner of any property or premises within the Town shall:
- a) eradicate or control all weeds and grass on the premises, and on any boulevard which abuts or adjoins the premises, including up to the center of lanes or alleys at the rear or side of the premises;

- b) prune or remove any and all trees located on the premises that, due to a deterioration of condition or for any other reason, interfere with any public utility or public works, and are a public safety hazard;
- c) remove or prune any shrub located on the premises which is, or could be, a nuisance to any person using any publicly owned or maintained sidewalk or street;
- d) prevent stagnant water from remaining on the premises so as to avoid it becoming a potential breeding place for mosquitoes or other pests;
- e) cut or mow the grass on any boulevard or street, situated on Town owned land adjoining, or abutting or adjacent to the premises owned or occupied by them, to prevent such grass from growing to such a height as to be unsightly, having regard to the height of the grass on adjacent or surrounding premises;
- f) remove from such property any dead grass or brush or rubbish which is clearly untidy or unsightly, or which may harbor vermin or pests therein; and
- g) cut or mow the grass on such property before said grass reaches such a height as to be unsightly, having regard to the height of the grass on adjacent or surrounding property.
- 4.2 No occupant or owner of any property or premises, whether presently occupied or not, shall:
- a) allow weeds to grow and propagate uncontrolled or excessively on the premises;
- b) suffer or permit trees, or other vegetation growing on the property, to interfere or endanger the lines, poles, conduits, pipes, or sewers or other works of the Town;
- c) allow any infectious blight or disease of the trees or other vegetation located on the property to go uncontrolled or unchecked; or
- d) allow, permit or cause any opaque or dense smoke or dust to be emitted to the atmosphere from the premises.
- 4.3 Where branches, foliage or other parts of trees, shrubs or other vegetation on a premises extend beyond the property lines of the subject premises, and interfere with or obstruct any public works of the Town, including power lines, traffic signage, street lighting, and the safe movement of vehicular and pedestrian traffic within the Town, the Chief Administrative Officer, the Town Superintendent, a Designated Officer or an Enforcement Officer may authorize the immediate removal, without notice, of any such interferences and obstructions.
- 4.4 Where the Town carries out any remedial measures as required pursuant to Section 4.3 of this Bylaw, neither the Town nor any employees or contractors thereof shall be held liable in any way in relation to any such remedial actions taken.

SECTION 5 CONSTRUCTION SITES

- 5.1 An owner of a property or premises being demolished or under construction shall ensure that building materials and waste materials on the premises are removed or contained and secured in such a manner that prevents such material from being blown off or scattered from the property.
- 5.2 An owner of a property or premises being demolished or under construction shall ensure that waste building material on the premises is removed or secured within a reasonable time by means of appropriate containers.

SECTION 6 EXEMPTIONS & EXCEPTIONS

- 6.1 The provisions of this Bylaw shall not be interpreted to prevent bona fide and permitted commercial, industrial, agricultural, construction, demolition, renovation, landscaping, clean-up, storage or other related activities from being carried out on, or in relation to, a premises.

- K
- 6.2 The owner of a premises that carries on, or permits the carrying on, of any activities referred to in Section 6.1 of this Bylaw shall ensure that all reasonable steps are taken to minimize the duration and visual impact of any resulting untidiness or unsightliness of the premises.
 - 6.3 When determining whether the owner of a premises has "taken all reasonable steps" as required by Section 6.2, the Court's considerations shall include the considerations referred to in Section 3.2 of this Bylaw.

SECTION 7 SNOW AND ICE ON SIDEWALKS

- 7.1 An owner of a premises shall ensure:
 - a) the removal from any public sidewalk located adjacent to the premises, including private driveway crossings, all snow and ice deposited thereon, whether from natural or unnatural means, within 24 hours of such deposit, or within 24 hours of the issuance of a Snow Removal Notice in respect of the premises; and
 - b) that the snow and ice removed pursuant to section 7.1(a) is not placed upon any highway or other public property administered by the Town.
- 7.2 For the purpose of Section 7.1(a), snow and ice will be considered removed when the sidewalk is cleaned for the entire width of sidewalk to the sidewalk surface as completely as reasonably possible.
- 7.3 For the purpose of Section 7.1(a), in the case of a sidewalk being below grade resulting in repeated coverage by ice or water through drainage or melted snow or rain, the sidewalk must be cleaned as completely as reasonably possible and a non-slip, non-corrosive and salt-free material such as sand or similar material must be scattered on the surface of the sidewalk as frequently as required to maximize traction for pedestrians. The sidewalk condition must be communicated to the Chief Administrative Officer so it can be added to the list of sidewalk improvements and dealt with accordingly.
- 7.4 For the purpose of Section 7.1(a), where an owner or occupant of a premises reasonably anticipates being absent, the owner or occupant must make arrangements to ensure the sidewalks are maintained in accordance with this Bylaw.

SECTION 8 BYLAW COMPLIANCE NOTICES

- 8.1 Where an owner or occupant of a premises is found by an Enforcement Officer to be in non-compliance with any provision of this Bylaw (excepting Section 7 – Snow and Ice on Sidewalks), the owner or occupant of the premises may be issued a Notice containing the following information:
 - a) the address and/or legal description of the property where remedial action is required;
 - b) the condition or conditions that are not in compliance with this Bylaw;
 - c) the remedial action that is required to bring the property into compliance;
 - d) the deadline for completion of the remedial action required, which must not be less than seven (7) days after the date of service of the Notice and must not be greater than thirty (30) days after the date of service of the Notice; and
 - e) a statement that the Town may carry out the required remedial action at the owner's expense if the required work is not completed within the allowed time.
- 8.2 An application for an extension of the deadline provided for the completion of the remedial action required in a Notice issued pursuant to Section 8.1 of this Bylaw may be applied for in writing to an Enforcement Officer not later than seven (7) days after the service of the Notice. The application must include the reasons why the deadline extension is required, and the anticipated date for completion of the required remedial action. Any such deadline extension applied for may be allowed or refused at the sole discretion of the Enforcement Officer, and the extension shall not exceed sixty (60) days after the deadline provided in the Notice.

- 8.3 Any Notice issued pursuant to Section 8.1 of this Bylaw will be deemed to have been sufficiently served upon the owner or occupant of the premises when the Notice is:
 - a) served personally upon the owner or occupant, or served in substitution upon any person who is 18 years of age or older who resides in the subject premises;
 - b) served personally upon the property manager or person apparently in charge of the premises, if the premises is not occupied or managed by the owner;
 - c) posted at a conspicuous location(s) near the main entry to the premises; or
 - d) mailed by regular mail to the owner of the premises using the address provided by the owner and/or on record with the Town of Claresholm as the mailing address for the owner of the premises, in which case the deemed date of service is five (5) days after the date of mailing.
- 8.4 The owner or occupant of a premises who has been served with a Notice issued pursuant to this Section shall fully comply with the Notice within either the original or extended time allowed for compliance.
- 8.5 Where the owner or occupant of a premises fails to comply with any provision of Section 7 (Snow and Ice on Sidewalks) of this Bylaw, an Enforcement Officer may issue and serve the owner with a Snow Removal Notice in accordance with the provisions of this Section. If the required remedial action (Snow and Ice Removal from Sidewalks) is not completed within 24 hours from the date of service of the Notice, the Town may take all reasonable measures to remove the snow and/or ice from the subject sidewalk(s) at the property-owner's expense, and the subject costs and expenses, if unpaid by the owner upon demand, shall be added to the Tax Roll of the subject property in accordance with Section 553(1)(g.1) of the Municipal Government Act, RSA 2000, c.M-26.

SECTION 9 ENFORCEMENT

- 9.1 Where an Enforcement Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw, the Enforcement Officer may commence enforcement of the Bylaw in relation to that person by:
 - a) issuing the person a Violation Ticket pursuant to the provisions of Part 2 of the Provincial Offences Procedure Act;
 - b) swearing out an Information and Complaint against the person; or
 - c) in lieu of prosecution, issuing the person a Bylaw Violation Tag, in a form as approved by the Chief Administrative Officer.
- 9.2 Where an Enforcement Officer issues a person a Violation Ticket in accordance with Section 9.1(a) of this Bylaw, the officer may either:
 - a) allow the person to pay the specified penalty as provided for in Section 11 of this Bylaw by indicating such specified penalty on the Violation Ticket; or
 - b) require a Court appearance of the person, pursuant to the provisions of Part 2 of the Provincial Offences Procedure Act, where the Enforcement Officer reasonably believes that such appearance is in the public interest.
- 9.3 Notwithstanding any other provision of this Bylaw, an Enforcement Officer, upon receiving and reviewing a nuisance or unsightly premises complaint, shall take reasonable steps to assess the condition of the premises that is the subject of the complaint. The Enforcement Officer shall then recommend or take whatever actions are considered appropriate to address the complaint, in all of the circumstances.
- 9.4 No provision of this Bylaw or any action taken pursuant to any provision of this Bylaw shall restrict, limit, prevent or preclude an Enforcement Officer or the Town from pursuing any other remedy in relation to a premise or nuisance as provided by the Municipal Government Act, any other law of the Province of Alberta, or any other Bylaw of the Town of Claresholm.

21.

SECTION 10 GENERAL PENALTY PROVISION

10.1 Any person that violates any provision of this Bylaw is guilty of an offence and is liable upon conviction to a maximum fine of ten thousand dollars (\$10,000), or in default of payment of the fine to imprisonment for a period not exceeding one (1) year, or to both fine and imprisonment in such amounts.

SECTION 11 MINIMUM AND SPECIFIED PENALTIES

11.1 The minimum and specified penalty for a violation of any provision of this Bylaw (excepting the provisions of Sections 4, 7, and 8.4) is a fine in the amount of:

- First Offence: \$350.00
- Second Offence: \$700.00
- Third Offence: \$1,500.00

11.2 The minimum and specified penalty for a violation of a provision of Sections 4 and 7 of this Bylaw is a fine in the amount of:

- First Offence: \$250.00
- Second Offence: \$500.00
- Third Offence: \$1,000.00

11.3 The minimum and specified penalty for a violation of Section 8.4 of this Bylaw is a fine in the amount of:

- First Offence: \$500.00
- Second Offence: \$1,000.00
- Third Offence: \$1,500.00

11.4 Notwithstanding any other provision of this Section, if a person violates the same provision of this Bylaw four (4) times or more, the minimum and specified penalty allowable for the Fourth and each subsequent offence shall be a fine in the amount of one thousand five-hundred dollars (\$1,500.00).

11.5 The penalty in lieu of prosecution for a violation of any provision of this Bylaw proceeded with in accordance with Section 9.1(c) is one-half (50%) of the minimum and specified penalty provided for the particular offence by this Section.

SECTION 12 GENERAL

12.1 It is the intention of the Council of the Town of Claresholm that each provision of this Bylaw should be considered as being separate and severable from all other provisions. Should any section or provision of this Bylaw be found to have been improperly enacted, then such section or provision shall be regarded as being severable from the rest of this Bylaw and that the Bylaw remaining after such severance shall remain effective and enforceable.

12.2 It is the intention of the Council of the Town of Claresholm that all offences created pursuant to this Bylaw be construed and considered as being Strict Liability Offences.

12.3 Whenever the singular and masculine gender is used in this Bylaw, the same shall include the plural, feminine and neuter gender whenever the context so requires.

SECTION 13 REPEAL OF PREVIOUS BYLAW

13.1 Bylaw No. 1406, the "Nuisance Bylaw" and any amendments thereto, are hereby repealed.

SECTION 14 PASSAGE OF BYLAW

14.1 This Bylaw shall come into effect upon passage of Third Reading.


Read a first time in Council this 12th day of January 2009 A.D.

Read a second time in Council this 26th day of January 2009 A.D.

Read a third time in Council and finally passed in Council this 26th day of
January 2009 A.D.



Rob Steel, Mayor



Kris Holbeck, CAO



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1535**

A Bylaw of the **Town of Claresholm** to **adopt the Harvest Square Area Structure Plan**.

WHEREAS Section 633(1) of the *Municipal Government Act*, RSA 2000, Chapter M-26 permits the Council to pass a bylaw to adopt an area structure plan;

AND WHEREAS it is deemed expedient and proper to establish a framework for subsequent subdivision and development of land by bylaw;

AND WHEREAS the Council deems it desirable to establish an Area Structure Plan for the area of Harvest Square;

NOW THEREFORE, THE COUNCIL OF THE TOWN OF CLARESHOLM, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as the **“Harvest Square Area Structure Plan Bylaw”**.
2. That the Harvest Square Area Structure Plan attached hereto as Schedule “A” to Bylaw #1535 be adopted.
3. This Bylaw shall come into effect upon passage of Third Reading.

Read a first time in Council this day of 2009 A.D.

Read a second time in Council this day of 2009 A.D.

Read a third time in Council and finally passed in Council this day of
2009 A.D.

Rob Steel, Mayor

Kris Holbeck, CAO

**TOWN OF CLARESHOLM
MUNICIPAL PLANNING COMMISSION**



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

Harvest Square Area Structure Plan

Recommendation:

The Town of Claresholm Municipal Planning Commission recommends the Area Structure Plan for the Harvest Square Neighbourhood to Council for their consideration.

Background:

The Town of Claresholm became involved in this project in June 2006, leading to its approval in September 2007. The former owners / developers of the property commenced construction, partially completing the development. 2009 brought new ownership of the subject lands and a proposal to make modifications to the previously approval subdivision plans. These modifications were eventually abandoned due to procedural tasks and monetary considerations that would delay the restart of construction.

Purpose of an Area Structure Plan:

Section 633 of the Municipal Government Act states that the purpose of an Area Structure Plan is to provide a framework for subsequent subdivision and development of an area of land. Typically, Council adopts an Area Structure Plan by bylaw.

Municipal Planning Commission Considerations:

In addition to the above mentioned purpose of an Area Structure Plan the Municipal Planning Commission feels that the Harvest Square Area Structure Plan would ensure that any future modifications to the area would receive adequate public consultation. This would be accomplished as a result of the required public hearing to amend a bylaw. In addition, its recommend that surrounding residents are notified in writing.

The process to amend a bylaw also makes certain that such modifications are considered at the Council level.



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1536**

A Bylaw of the **Town of Claresholm to adopt the Prairie Shores Area Structure Plan.**

WHEREAS Section 633(1) of the *Municipal Government Act*, RSA 2000, Chapter M-26 permits the Council to pass a bylaw to adopt an area structure plan;

AND WHEREAS it is deemed expedient and proper to establish a framework for subsequent subdivision and development of land by bylaw;

AND WHEREAS the Council deems it desirable to establish an Area Structure Plan for the area of Prairie Shores;

NOW THEREFORE, THE COUNCIL OF THE TOWN OF CLARESHOLM, IN THE PROVINCE OF ALBERTA, DULY ASSEMBLED, ENACTS AS FOLLOWS:

1. This Bylaw may be cited as the “**Prairie Shores Area Structure Plan Bylaw**”.
2. That the Prairie Shores Area Structure Plan attached hereto as Schedule “A” to Bylaw #1535 be adopted.
3. This Bylaw shall come into effect upon passage of Third Reading.

Read a first time in Council this day of 2009 A.D.

Read a second time in Council this day of 2009 A.D.

Read a third time in Council and finally passed in Council this day of
2009 A.D.

Rob Steel, Mayor

Kris Holbeck, CAO

TOWN OF CLARESHOLM

MUNICIPAL PLANNING COMMISSION

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



Prairie Shores Area Structure Plan

Recommendation:

The Town of Claresholm Municipal Planning Commission recommends that Council thoroughly review the Prairie Shores Area Structure Plan. The MPC is willing to participate in further discussion and possible amendments, however at this point the MPC believes that the Area Structure Plan needs to be reviewed at the Council level. Appendices available at the Administration Office.

Purpose of an Area Structure Plan:

Section 633 of the Municipal Government Act states that the purpose of an Area Structure Plan is to provide a framework for subsequent subdivision and development of an area of land. Typically, Council adopts an Area Structure Plan by bylaw.

Background:

The Town of Claresholm became involved in this project in late 2007 by beginning discussions with Planning Protocol Inc. regarding an Area Structure Plan of the of a portion of the SE Quarter-34-12-27-4. Throughout 2008 and the beginning of 2009, numerous drafts were submitted by Planning Protocol and subsequent reviews were undertaken by the Town of Claresholm Development Department, Municipal Planning Commission (Subdivision Authority), Mayor and Oldman River Regional Services Commission. Many changes were made, including the expansion of the scope of the plan to include a portion of the NE Quarter-34-12-27-4, effectively doubling the size of the plan area. The Municipal Planning Commission feels that the Area Structure Plan needs to be reviewed at the Council level.

Municipal Planning Commission Considerations:

The primary concerns stem from the large scale of the Area Structure Plan. The Municipal Planning Commission maintains that the vast size of the proposed ASP is an enormous undertaking and has the potential to affect every facet of the Local Government.

The Municipal Planning Commission suggests that Council thoroughly review the Prairie Shores Area Structure Plan, with emphasis on the following:

1. Storm water management system; in particular the technical details of the wet pond.
2. Lot configuration and design; in particular the 'bubble lots' on the cul-de-sac off the Derochie Drive connector.
3. The external impacts of the development of an area of this size.

2009

The Town of Claresholm, Alberta Prairie Shores Area Structure Plan



CLARESHOLM

Terence Santiano

Planning Protocol Inc. (Calgary)

6/30/2009

Table of Contents

1.0 INTRODUCTION 5

1.1 - Purpose..... 5

1.2 - Area Structure Plan Objectives..... 5

2.0 POLICY & LEGISLATIVE CONTEXT 6

2.1- Residential Policies from the MDP pertinent to this ASP..... 6

2.2- Commercial Policies from the MDP pertinent to this ASP 7

2.3- Recreation, Parks & Open Space Policies from the MDP pertinent to this ASP 7

2.4- Transportation Policies from the MDP pertinent to this ASP..... 8

2.5- Municipal Infrastructure Services Policies from the MDP pertinent to this ASP..... 8

2.6- Community Culture, Wellness & Safety Policies from the MDP pertinent to this ASP 8

2.7- Growth Strategy Policies from the MDP pertinent to this ASP..... 9

2.8- ASP Implementation Requirements from the MDP pertinent to this ASP..... 9

3.0 AREA STRUCTURE PLAN IMPLEMENTATION 10

3.1 - Area Structure Plan Process..... 10

4.0 PLANNING AREA..... 11

4.1 - Planning Area Location..... 11

4.2 - Legal Definition of Planning Area..... 11

4.3 - Boundaries of Planning Area..... 11

4.4 - Current Land Use..... 11

4.5 - Surrounding Activity and Land Use 12

5.0 PHYSICAL SITE FEATURES..... 13

5.1- Topography..... 13

5.2- Vegetation..... 13

5.3- Existing Dwellings /Structures 13

5.4- Subsurface Conditions 13

5.5- Stormwater Management..... 14

5.6- Environmental Considerations 14

6.0 PROPOSED DEVELOPMENT..... 15

6.1- Single Detached Residential (R1) District..... 15

6.2- Duplex Residential (R2) District..... 16

6.3- Multiple Residential (R4) District 16

6.4- Neighbourhood Commercial (C3) District..... 17

6.5- Public (P) Space..... 17

6.6- Architectural Controls 19

6.7- Phasing..... 20

7.0	SERVICING	21
7.1-	Transportation.....	21
7.2-	External Access.....	21
7.3-	Internal Roads.....	21
7.4-	Sidewalks	22
7.5-	Water Supply	22
7.6-	Sanitary Sewage Disposal.....	22
7.7-	Stormwater Management.....	23
7.8-	Garbage Disposal	23
7.9-	Light Standards.....	23
7.10-	Potential for Environmental Initiatives and Technologies: Solar Energy	24
7.11-	Private Utilities.....	24
8.0	EMERGENCY/DISASTER SERVICES.....	25
8.1-	Fire	25
8.2-	Police	25
9.0	DEVELOPMENT IMPLEMENTATION	26

Area Structure Plan Figures

- Figure 1 – Regional Location
- Figure 2 – Property Boundary
- Figure 3 – Surrounding Land Uses
- Figure 4 – Aerial Photo
- Figure 5 – Conceptual Site Plan
- Figure 6 – Green Space Scheme
- Figure 7 – Proposed Phase Plan
- Figure 8 – Transportation Plan
- Figure 9 – Proposed Servicing Plan

Supporting Technical Reports and Related Information

APPENDIX 1 – OPEN HOUSE GUEST SIGN IN SHEET AND LOCAL RESIDENT COMMENTS

FROM OPEN HOUSE FORUM HELD AT THE CLARESHOLM COMMUNITY CENTRE (10/29/2009)

APPENDIX 2 – GEOTECHNICAL INVESTIGATION STUDY, (UNDER SEPARATE COVER)

SOIL & ENVIRON. CONSULTANT INC. (CALGARY, AB), NOVEMBER 2007

APPENDIX 3 – STORM DRAINAGE AND POND REPORT, (UNDER SEPARATE COVER)

LEE MAHER ENGINEERING ASSOCS (CALGARY, AB), APRIL 2008

APPENDIX 4 - PHASE-1 ENVIRONMENTAL SITE ASSESSMENT, (UNDER SEPARATE COVER)

SOIL & ENVIRON. CONSULTANT INC. (CALGARY, AB), NOVEMBER 2007

APPENDIX 5 –TRANSPORTATION TRAFFIC REVIEW , (UNDER SEPARATE COVER)

ITRANS CONSULTING INC. (CALGARY, AB), MARCH 2008

Definitions & Interpretations

The **Prairie Shores Area Structure Plan** shall adopt the following definitions:

- i. "Subject Property or Subject or Plan Area or ASP Area" means the property defined as the combined 155.21 acres (62.81 hectares) being portions of SE 34-12-27-4 & NE 34-12-27-4.
- ii. "Council" means the Council of the Town of Claresholm
- iii. "ASP" stands for Area Structure Plan as defined in the Municipal Government Act of the Province of Alberta.
- iv. "MGA" stands for Municipal Government Act of the Province of Alberta (2000).
- v. "Town" means the Town of Claresholm
- vi. "Subdivision Approving Authority" means the Council of the Town of Claresholm
- vii. "Municipal Reserve" (MR) as defined by section 666(1) of the Municipal Government Act of the Province of Alberta.
- viii. "Pedestrian oriented green spaces" refers to a park like area that provides:
 - i. Hard surfaced walk/pathways
 - ii. Grass, possibly combined with any of:
 - Trees, shrubs, park benches, play ground equipment, lighting
 - iii. Separation from vehicular traffic sufficiently to provide feeling of safety

Referenced External Materials

- i. Province of Alberta Municipal Government Act
(With Amendments in Force as of May 14, 2002)
- ii. Town of Claresholm Municipal Development Plan Bylaw no. 1490
(Adopted – 2007)
- iii. Town of Claresholm Land Use Bylaw no. 1525
(Amended – May 2009)
- iv. Town of Claresholm Servicing Standards for Municipal Improvements
(Revision - September 2007)

1.0 Introduction

The **Prairie Shores Area Structure Plan** ("ASP") has been prepared pursuant to Section 633(1) of the *Province of Alberta Municipal Government Act*, the *Town of Claresholm Municipal Development Plan no. 1490* and *Land Use Bylaw no. 1525*. This ASP provides a framework for the subsequent redesignation, subdivision and development of a 75.21 acre balance (located at SE 34-12-27-4) and an 80.00 acre balance (located at NE 34-12-27-4) for a combined planning area of 155.21 acres, located within the Town of Claresholm.

1.1 - PURPOSE

The **Prairie Shores Area Structure Plan** (ASP) provides a comprehensive land use rationale for the redesignation and subdivision of the combined 155.21 acres (62.81 hectares) parcels at SE 34-12-27-4 & NE 34-12-27-4. The policies set forth in the Prairie Shores ASP are intended to guide the development of the subject land for single family/medium density residential, neighbourhood commercial, public green space, and the required infrastructure and support services.

1.2 - AREA STRUCTURE PLAN OBJECTIVES

- Objective 1.2.1 - To establish a rational policy framework for the redesignation, subdivision and development of the Prairie Shores Area Structure Plan for multiple housing types (i.e. medium density multi-family & single-family dwellings), pedestrian oriented green space and the required infrastructure and support services in accordance with the *Town of Claresholm Land Use Bylaw no. 1525 & the Town of Claresholm Municipal Development Plan no. 1490*.
- Objective 1.2.2 - To provide a contextual basis to address development constraints and opportunities by describing physical characteristics within the ASP and the surrounding lands.
- Objective 1.2.3 - To institute urban-like design guidelines that assist in establishing a built form that is in character with the Town of Claresholm, enhances safety, creates a sense of place and community, and minimizes conflicts between different land uses.
- Objective 1.2.4 - To initiate a servicing plan that provides for the installation of utilities and infrastructure that is cost effective to service and maintain the area.

2.0 Policy & Legislative Context

This ASP is based on the authority and requirements outlined of the *Province of Alberta Municipal Government Act (MGA)*. Section 633(1) of the MGA states: “for the purpose of providing a framework for subsequent subdivision and development of an area of land, a council may, by bylaw, adopt an area structure plan”. The *Town of Claresholm Municipal Development Plan (MDP)* is a statutory plan that establishes the planning vision and direction for the future development of the Town. The Prairie Shores ASP must adhere to the policies within the MDP. Key MDP policies which provide direction for the ASP include the following:

2.1- RESIDENTIAL POLICIES FROM THE MDP PERTINENT TO THIS ASP

- ✦ *Future residential development shall be located in accordance with the Future Land Use map. Additional design considerations can be placed on any development upon the recommendation of the Municipal Planning Commission, Mayor and Council, Administration or the subdivision authority prior to approval.*
- ✦ *The Town will encourage residential neighbourhoods to be developed in areas that are in close proximity to schools and community faculties.*
- ✦ *The Town will encourage residential development on the west side of Highway No. 2, and in areas where vistas of the Porcupine Hills can be maximized.*
- ✦ *New residential development will be planned such that existing municipal infrastructure is utilized to the most sustainable extent possible.*
- ✦ *Multiple family dwellings and higher density developments will locate in areas:*
 - ✦ *accessible to an arterial or collector road;*
 - ✦ *where traffic, generated by the development, will not affect the use of roads in the area;*
 - ✦ *accessible to schools and community facilities;*
 - ✦ *where the appearance of an existing residential neighbourhood is not affected.*
- ✦ *New residential subdivisions, including manufactured home subdivisions, should include paved streets, curbs, gutters and sidewalks, and provide underground services that allow for future growth and are easily accessible. The design of these services should be such that during maintenance and reconstruction activities, the disruption of services is kept to a minimum.*
- ✦ *In situations where it is not possible to separate residential development from incompatible uses, a landscaped buffer, berm or some other screening will be required.*
- ✦ *The Town shall continue to depend on private interests for land development.*
- ✦ *Residential areas will be planned to accommodate a wide variety of housing types that enhance the appearance of the Town. By ensuring that residential areas are connected to the community via pedestrian walkways, shopping and educational facilities (including schools) will be located in such a manner that will provide access to all residential areas.*
- ✦ *Developers shall be encouraged to increase the use of low environmental impact materials during the construction of developments.*
- ✦ *Developers shall be encouraged to increase the use of locally reclaimed or recycled materials in the construction of roads, pavements, public spaces and parking lots.*

- ✦ *Developers shall be encouraged to increase the use of locally sourced materials in the construction process.*
- ✦ *Developers shall be encouraged to develop a sustainable water efficiency strategy at a master planning level for the whole site.*
- ✦ *Developers shall ensure that any development on site does not adversely impact upon local public or private water supply through polluting aquifers or groundwater.*
- ✦ *Developers shall reduce the impact of noise upon the development.*
- ✦ *Developers shall minimize the waste produced from the development during construction going to the landfill.*

2.2- COMMERCIAL POLICIES FROM THE MDP PERTINENT TO THIS ASP

- ✦ *Commercial development shall take place in accordance with the Future Land Use map. Additional design considerations can be placed on any development upon the recommendation of the Municipal Planning Commission, Mayor and Council, Administration or the subdivision authority prior to approval.*
- ✦ *The Town supports the continuation of the architectural standards set forth in the downtown revitalization plan, produced in cooperation with Alberta Municipal Development during the Alberta Main Streets Program in 1993.*
- ✦ *Given the high degree of public exposure, commercial developments located along the highway corridor shall be developed to a high standard, which will include:*
 - ✦ *Sufficient parking*
 - ✦ *Site landscaping*
 - ✦ *Screen outdoor storage areas*
 - ✦ *Attractive signage and building design*
 - ✦ *Integration with the highway system*
 - ✦ *Provision of services for the travelling public.*

2.3- RECREATION, PARKS & OPEN SPACE POLICIES FROM THE MDP PERTINENT TO THIS ASP

- ✦ *Council shall be responsible for coordinating the site selection and development of parks involving input from community recreation stakeholders.*
- ✦ *Council will compel developers to provide lands for neighbourhood parks as a part of residential neighbourhoods. These neighbourhood parks shall serve the local neighbourhood needs and will provide areas to accommodate several activities that may include tot lots, playgrounds and field sports.*
- ✦ *Council will maintain flexibility about park size and facilities in order to take advantage of opportunities as they arise.*
- ✦ *Council will disperse parks throughout Claresholm to make them available to the greatest number of people.*
- ✦ *Attempt to acquire land, for parks or recreational facilities, that is accessible by public transit or pedestrian and bicycle trails.*
- ✦ *Develop a network of recreational trails and bikeways throughout the community that will be accessible to all residents.*

- ✚ *Cooperate with developers to provide parks and recreation facilities, including trails, at the time that development occurs in low and high-density residential areas.*
- ✚ *Whenever possible, establish greenways to link open space areas located in close proximity to one another.*
- ✚ *Encourage the development of landscaping schemes that are attractive and appropriate to the local environment.*
- ✚ *Ensure that the specified trees and shrubs contribute to the ecological value of the site.*

2.4- TRANSPORTATION POLICIES FROM THE MDP PERTINENT TO THIS ASP

- ✚ *The Municipality should enter into a development agreement with potential developers to provide for construction or upgrading of such amenities as roads, light standards, sidewalks, and curb and gutter systems.*
- ✚ *Parking facilities will be paved when connected to a paved street.*
- ✚ *Ensure that building frontages encourage pedestrian usage of streets contributing to vitality.*
- ✚ *The Municipality shall encourage the development of a network of safe bike routes to local facilities near to, and overlooked by, roads and pavements.*
- ✚ *The Municipality shall reduce any need or requirement to travel by car to essential facilities by having them within a reasonable walking distance.*

2.5- MUNICIPAL INFRASTRUCTURE SERVICES POLICIES FROM THE MDP PERTINENT TO THIS ASP

- ✚ *Development will be required to provide a full range of municipal services and utilities, unless otherwise allowed by Town Council, at the expense of the developer and subject to a development agreement.*
- ✚ *The extension of infrastructure systems into future development areas will be planned and undertaken in a manner that is complementary to the land use plan for the area, and utilizes existing infrastructure to the extent feasible.*
- ✚ *In order to maximize the efficiency of existing infrastructure, infill development will be encouraged before the extension of services to new areas.*
- ✚ *The Town will plan and coordinate the installation of utilities with utility companies and rely on the Subdivision Approval Authority to notify developers of required easements and right-of-ways.*
- ✚ *The future design and layout of service extensions will rely on guidance from such reports as any future; Infrastructure Master Plans, an Offsite Levy Bylaw, and/or other infrastructure planning and budgeting strategies which shall be considered when deciding on future growth scenarios and extending municipal services to growth nodes.*

2.6- COMMUNITY CULTURE, WELLNESS & SAFETY POLICIES FROM THE MDP PERTINENT TO THIS ASP

- ✚ *The Municipality will ensure that proposed developments support a vibrant, diverse and inclusive community which integrates with surrounding communities.*

- ✚ *The Municipality (shall) ensure that heritage, or archaeologically important features, are conserved or preserved if present.*

2.7- GROWTH STRATEGY POLICIES FROM THE MDP PERTINENT TO THIS ASP

- ✚ *The Town's growth strategy will be based on the general land use framework as outlined in Figure 5 (Town of Claresholm Municipal Development Plan No. 1490)*
- ✚ *The Town's growth strategy will reflect Council's values for effective land use, the provision of municipal services and not encumbering the Municipality with undue financial burdens while attracting new development.*
- ✚ *All development initiatives shall undergo a process to conform to the Alberta Subdivision and Development Regulation with respect to sour gas facilities,*
- ✚ *The Town will ensure that the most sustainable sites are used for development and that the design process, layout structure and form provide a development that is appropriate to the local context and supports a sustainable community.*
- ✚ *The Town will promote the sustainable use of resources, including the reduction and re-use of wastes, related to both the construction and operation of new developments.*
- ✚ *The Town will ensure that developments contribute to the sustainable economic vitality of the local area and immediate surrounding region.*

2.8- ASP IMPLEMENTATION REQUIREMENTS FROM THE MDP PERTINENT TO THIS ASP

- ✚ *Prior to the subdivision and/or development of land within the Town of Claresholm, Town Council may require the preparation of an Area Structure Plan. The Area Structure Plan will be required to address:*
 - ✚ *Future land uses*
 - ✚ *General layout for the subdivision of the land*
 - ✚ *Population numbers and density generated by the proposed development*
 - ✚ *Infrastructure requirements*
 - ✚ *General location of major transportation routes and public utilities*
 - ✚ *Sequence of development for the area.*

This ASP also adheres to the concepts of the *Town of Claresholm Municipal Sustainability Plan* that defines a process which: *"Meets the needs of the present generation without compromising the ability of future generations to meet their needs."*

More specific legislation/requirements will be applied to the ASP lands as they are considered for development; these include the *Town of Claresholm Land Use Bylaw no. 1525*, and Provincial Subdivision and Development Regulations and any other applicable policies/regulations.

3.0 Area Structure Plan Implementation

The **Prairie Shores Area Structure Plan**, when adopted by Bylaw in accordance with section 633 of the *Province of Alberta Municipal Government Act*, shall become a statutory document of the Town of Claresholm. Pursuant to Section 692 (1), (f) of the *Province of Alberta Municipal Government Act*, Council will hold a Public Hearing with respect to the proposed Bylaw.

This ASP does not supersede, repeal, replace, relegate or otherwise diminish any other statutory plans in effect in the planning area. No development or redevelopment shall be approved unless it conforms to this Area Structure Plan and any other applicable provisions of any other statutory plan in effect in the planning area.

3.1 - AREA STRUCTURE PLAN PROCESS

This ASP is designed to establish long-term planning strategies and guidelines for the Study Area. Over time, changing economic, social or environmental considerations may require periodic review and occasional amendment to the Area Structure Plan. Council, through monitoring of subdivision and development approvals may initiate amendments to the ASP in accordance with the current Part 17 of the MGA. In addition, the landowner or his agents may request, by application, for an amendment of the ASP in accordance with the requirements and procedures of the same Part.

The process will include the following:

- ✦ *The preparation of a baseline assessment which will provide technical background information about the environmental characteristics and infrastructural requirements of the Plan Area. This will include: a transportation study, a stormwater management study, a geotechnical assessment and a Phase 1 Environmental Site Assessment.*
- ✦ *Identifying the needs of both the town & landowner and balance those with the physical and policy constraints outlined by the technical background information & the town's current development manuals to formulate land use policy recommendations*
- ✦ *Preparing a draft ASP with the information provided from the policy recommendations*
- ✦ *Conducting a public open house to gather resident and other stakeholder input.*
 - ✦ *A Public Open House was held on October 29, 2009 at the Claresholm Community Centre. Local area residents were invited through directed mail-out letters and through an advertisement which was published for two consecutive weeks in the "Claresholm Local Press". Copies of the newspaper advertisement, the guest sign-in sheet and collected comment sheets are included as Appendix 1.*
- ✦ *Analyzing the comments received and incorporating them (if comments have merit), into the draft ASP.*
- ✦ *Review of the documents by the Town administration and then the forwarding of them to Council to initiate the public hearing process.*
- ✦ *Adoption of the ASP by Council as a statutory bylaw.*

4.0 Planning Area

4.1 - PLANNING AREA LOCATION

The Plan Area is the combined +/- 155.21 ac. (62.81 ha.) east portions of SE 34-12-27-4 & NE 34-12-27-4, contained within the existing boundaries of the Town of Claresholm. 8th Street W runs adjacent to the entire eastern boundary of the Subject Property, and the easement extending west from 59th Avenue W acts as the southern property boundary. Highway 2 is about 600 M east of the Subject Property at 59th Avenue W. **Figure 1** shows the subject property location within the Town of Claresholm.

4.2 - LEGAL DEFINITION OF PLANNING AREA

MERIDIAN 4; RANGE 27; TOWNSHIP 12; SECTION 34;
 LEGAL SUBDIVISIONS 1 AND 8
 CONTAINING 32.4 HECTARES (80 ACRES) MORE OR LESS
 EXCEPTING THEREOUT: HECTARES (ACRES) MORE OR LESS
 A) PLAN 0713453 SUBDIVISION 1.94 4.79
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 ESTATE: FEE SIMPLE
 MUNICIPALITY: TOWN OF CLARESHOLM

&

MERIDIAN 4; RANGE 27; TOWNSHIP 12; SECTION 34;
 LEGAL SUBDIVISIONS 9 AND 16
 EXCEPTING THEREOUT ALL MINES AND MINERALS
 AREA: 32.4 HECTARES (80 ACRES) MORE OR LESS
 ESTATE: FEE SIMPLE
 MUNICIPALITY: TOWN OF CLARESHOLM

4.3 - BOUNDARIES OF PLANNING AREA

The Plan Area is bounded to the:

- North by Township Road 130, and the east portion of SE 3-13-27-4 (adjacent and north of Township Road 130) & Plan 9210775; Block 1 (also adjacent and north of Township Road 130).
- East by 8th Street W.
- South by the 59th Avenue W easement extension, and
- West by the 80 acre portions of SE 34-12-27-4 & NE 34-12-27-4.

Figure 2 – shows the property boundaries.

4.4 - CURRENT LAND USE

The Plan Area is currently being used for agricultural activities. The existing designation of the subject property is divided into two primary land districts. The 80 acre portion of NE 34-12-27-4 is designated as Agricultural (A); the 75.21 acre portion of SE 34-12-27-4

is designated as a Single-Detached Residential (R1) District as defined in the *Town of Claresholm Land Use Bylaw No. 1525*.

4.5 - SURROUNDING ACTIVITY AND LAND USE

There are several land use districts that surround the subject property identified in the *Town of Claresholm Land Use Bylaw No. 1525*.

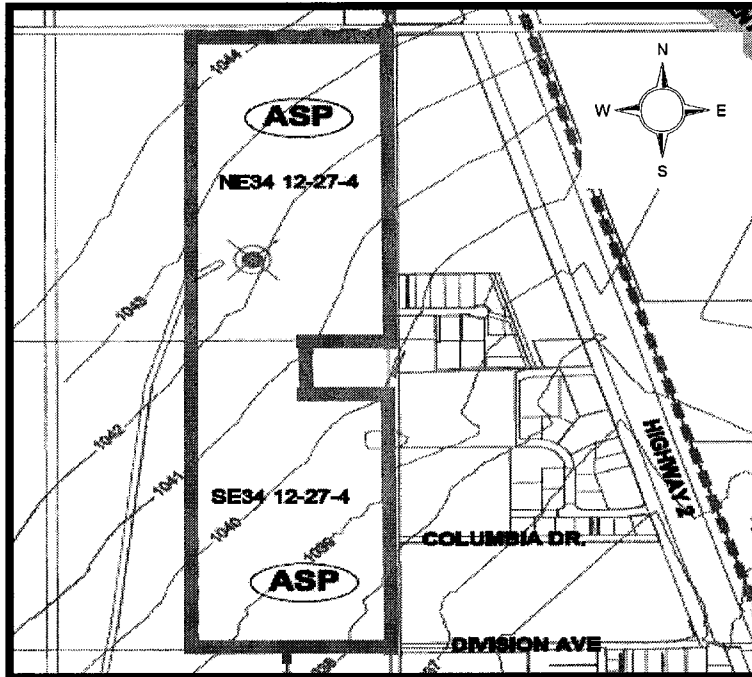
- North – North of Subject Property is Township Road 130 and beyond that is SE 3-13-27-4 and Plan 9210775; Block 1. The SE 3-13-27-4 (Municipal District of Willow Creek No. 26) is used for agricultural activity. Plan 9210775; Block 1 is currently used for commercial activities (implementation dealership/service) related to the agricultural industry
- East – the Subject Property is flanked by 8th Street W. East of Eighth Street W, are lands zoned for Industrial (I1) use and Public (P) use. There are amenities for public use on these lands such as ball diamonds, and an Agri-Plex.
- South – Plan 0810193; Block 1; Lot 1; accommodates West Meadow School, a middle school from grades 4 to 8 (the school is currently being renovated to accommodate Kindergarten through to grade 6), which is zoned for Public (P) use. The rest of the land (Municipal District of Willow Creek No. 26) to the south of the school is undeveloped agricultural land.
- West – The land to the west is outside of the Town of Claresholm boundaries in the Municipal District of Willow Creek No. 26 and is currently undeveloped and used for agricultural and farming activity.

The surrounding land uses in the immediate region of the study area is shown on **Figure 3**.


5.0 Physical Site Features

5.1- TOPOGRAPHY

The Plan Area is generally flat with a very slight southeast downward slope as seen on *Exhibit A and on Figure 4*.



*Exhibit A – Contour lines of the subject property
(From the Town of Claresholm MDP)*

ASP Boundary – 
Contour Interval – 1m

5.2- VEGETATION

The Plan Area is clear of any tree groups or shrubbery. The entire Plan Area is covered with native prairie grasses along the edges, with the balance covered in crop vegetation/stubble.

5.3- EXISTING DWELLINGS /STRUCTURES

There are no structures or development in the Plan Area except for a gas well that has been since drilled and cased. **Figure 4** – shows the property from an aerial perspective.

5.4- SUBSURFACE CONDITIONS

Soil & Environ. Consulting Inc. produced a *Geotechnical Investigation Report* for the Plan Area as required by the Town of Claresholm Land Use Bylaw. The investigation concludes that the in situ clay content is suitable for the combination of a retention pond/artificial lake design as well and building and infrastructure construction. The report also comments on the recommended loads for foundation systems, and fill placement. This report has been submitted under a separate cover as *Appendix 2*.

5.5- STORMWATER MANAGEMENT

Lee Maher Engineering Consultants Ltd. was assigned to prepare a Storm Drainage and Pond Report as required by the Town of Claresholm. An analysis of the Hydrologic identified the catchment area, estimated surface run-off by the development and the drainage patterns to direct it to the pond & then discharge it at a pre-development flow rate in order to meet Alberta Environment Standards. All technical details are included as *Appendix 4*.

5.6- ENVIRONMENTAL CONSIDERATIONS

Soil & Environ. Consultants Inc. produced a Phase I Environmental Site Assessment of the Subject Property. The investigation included a historical land titles search, an aerial photograph interpretation, a site inspection, and interviews. It concluded that there was no indication of contamination on the property and that no further environmental investigation is required at this time. This report has been submitted under a separate cover as *Appendix 4*.

6.0 Proposed Development

The goal of the **Prairie Shores Area Structure Plan** is to create a comprehensively planned multiple housing types within the area incorporating a 4-season wet storm pond with inter connection to adjacent lands. The ASP proposes that the subject lands be redesignated to allow R1, R2, R4 Residential Districts, a small neighbourhood commercial parcel and Municipal Reserve (for public green spaces, public utility lots and pedestrian pathways). It is anticipated that the development will be completely built out in 11 phases. A conceptual layout of land uses is shown in **Figure 5** with the areas calculated in **Table 1**.

Policies

Policy 6.0.1 - Lands within the Prairie Shores Area Structure Plan shall be subdivided as generally shown in Figure and as calculated in **Table 1**.

Table 1: Proposed Subdivision Statistics

Land Use	Ac.	Ha.	%	Lots	Units
Single Detached Residential (R1) District	84.4	34.2	54	615	615
Duplex (R2) District	9.6	3.9	6	57	114
Multiple Residential (R4) District	3.5	1.4	2	4	70
Neighbourhood Commercial (C3) District	1.0	0.4	1	-	-
Roads (including future accesses & lanes)	35.7	14.4	23	-	-
Public (P) Space (Municipal Reserve)	18.4	7.4	12	-	-
Public Utility Lot (Storm Pond)	2.6	1.1	2	-	-
Total	155.2	62.8	100	676	801

This ASP proposes an average residential density of 5.1 UPA (12.6 UPH)

6.1- SINGLE DETACHED RESIDENTIAL (R1) DISTRICT

The low density residential component will be composed of single-family dwellings and occupy approximately 85.3 acres (34.5 hectares). Approximately 615 units are expected to be created. Corner R1 lots will have a minimum parcel area of 500 m² (0.12 acres/0.05 hectares). Interior R1 lots will have a minimum parcel area of 464.5 m² (0.11 acres/0.05 hectares)

Policies

Policy 6.1.1 - Single detached residential lands subdivided within the ASP boundaries shall conform to the minimum requirements for parcel size, width, and front, side, and rear setbacks of the Single Detached Residential (R1) District as defined in the *Town of Claresholm Land Use Bylaw no. 1525*.

Policy 6.1.2 - Lands designated under the Single Detached Residential (R1) District within the ASP boundaries shall conform to the permitted land uses and discretionary land uses set forth by the *Town of Claresholm Land Use Bylaw no. 1525*.

Policy 6.1.3 - To instill a sense of security while promoting an open esthetic quality, R1 type housing surrounding the pond/park areas will be

suitably integrated into the public space by the use of a uniform semi-permeable fence system (either a 4 foot high chain linked or post & cable fence system).

- Policy 6.1.4 - All housing and fence designs will be governed by architectural controls throughout the area.

6.2- DUPLEX RESIDENTIAL (R2) DISTRICT

Lands designated under the R2 land use designation are intended for duplex residential development. The Duplex Residential component will occupy approximately 9.6 acres (3.9 hectares) of the planning area. Approximately 114 units are expected to be created from 57 lots. Each R2 parcel will have a minimum area of 650.3m² (0.16 acres/0.07 hectares).

Policies

- Policy 6.2.1 Duplex residential lands subdivided within the Prairie Shores Area Structure Plan shall conform to the minimum requirements for parcel size, width, and front, side, and rear setbacks of the Duplex Residential (R2) District as defined in the *Town of Claresholm Land Use Bylaw no. 1525*.
- Policy 6.2.2 Lands designated under the Duplex Residential (R2) District within the Prairie Shores Area Structure Plan shall conform to the permitted land uses and discretionary land uses set forth by the *Town of Claresholm Land Use Bylaw no. 1525*.
- Policy 6.2.3 To instill a sense of security while promoting an open esthetic quality, R2 type housing surrounding the pond/park areas will be suitably integrated into the public space by the use of a uniform semi-permeable fence system (either a 4 foot high chain linked or post & cable fence system).
- Policy 6.2.4 All housing and fence designs will be governed by architectural controls throughout the area.

6.3- MULTIPLE RESIDENTIAL (R4) DISTRICT

Lands designated under the R4 land use designation are intended for medium density residential development. The multiple residential portion of the proposed subdivision will be composed of row-house dwellings, townhouses and/or multi-unit dwellings. The medium residential component will occupy approximately 3.5 acres (1.4 hectares) of the planning area. The expected yield is 70 units, based on a density of 20 units/acre.

Policies

- Policy 6.3.1 Medium density residential lands subdivided within the Plan Area shall conform to the minimum requirements for parcel size, width, and front, side, and rear setbacks as defined in the Multiple Residential (R4) District of the *Town of Claresholm Land Use Bylaw no. 1525*.

- Policy 6.3.2 Rear lane access will be provided unless lots are a minimum of 58m deep.
- Policy 6.3.3 Lands designated under the Multiple Residential (R4) District within the Plan Area shall conform to the permitted land uses and discretionary land uses set forth by the *Town of Claresholm Land Use Bylaw no. 1525*.

6.4- NEIGHBOURHOOD COMMERCIAL (C3) DISTRICT

The commercial component of the Subject Property will be compliant with the Permitted or Discretionary uses as defined in the Neighbourhood Commercial (C3) District in the *Town of Claresholm Land Use Bylaw No. 1525*. One neighbourhood commercial lot is to be created within the Planning Area (**Figure 5**). Which will have a minimum area of 232.3m² (0.06 acres/0.02 hectares).

POLICIES

- Policy 6.4.1 Commercial land subdivided within the Prairie Shores Area Structure Plan shall conform to the minimum requirements for parcel size, width, and front, side, and rear setbacks of the Neighbourhood Commercial (C3) District as defined in the *Town of Claresholm Land Use Bylaw no. 1525*.
- Policy 6.4.2 Lands designated under the *Neighbourhood Commercial (C3) District* within the Prairie Shores Area Structure Plan shall conform to the permitted land uses and discretionary land uses defined by the *Town of Claresholm Land Use Bylaw No. 1525*.
- Policy 6.4.3 The Neighbourhood Commercial parcel will be located at the very north-east corner of the proposed development (At the intersection of Township Road 130 & 8th Street West).
- Policy 6.4.4 The Development of lands designated under the Neighbourhood Commercial (C3) District within the Prairie Shores ASP will be mixed-use (neighbourhood/residential), multi-tenant buildings with uses that are either permitted and or deemed discretionary by Town Council. For example, mixed use commercial/professional office operations with residential units above ground level.

6.5- PUBLIC (P) SPACE

Several public green spaces (Municipal Reserve) are oriented around the proposed development. The public green spaces can be accessed by vehicular traffic directly access from the internal road system, or by residents using the pedestrian pathway system thereby linking every section of the Plan Area to the public green spaces. A year-round wet pond (integral to the storm water management system) is located in the southeast portion of the study area. The pathways on the Plan Area are designed to link every section of the proposed development to the immediate area and Town.

The general layout of the public green spaces and the interlinking linear parks/pathway systems are shown on **Figure 6**.

- ✚ Major Public (P) Spaces located in portion of NE 34-12-27-4 (refer to **Figure 6** for locations mentioned below)
 - ✚ **P LOT 3** is a 3.16 hectare park situated in the southwest corner. It is designed to accommodate 100m required setback from the off-site petroleum well. This open space is designed to accommodate the storm water management system dry pond, labeled Pond B (seen on Figure 2 in Appendix 3).
 - ✚ **P LOT 2** is a 1.34 hectare park situated centrally. This open space is designed to accommodate the storm water management system dry pond, labeled Pond A (seen on Figure 2 in Appendix 3).
 - ✚ **P LOT 1** is a 0.58 hectare park situated near the north-center. It is intended as a tot lot.
 - ✚ **PATH LOT A** is a 3m wide pathway with an approximate area of 198m².
 - ✚ **PATH LOT B** is a 3m wide pathway with an approximate area of 187.5m².
 - ✚ **PATH LOT C** is a 15.2m wide linear park with an approximate area of 542.4m².
- ✚ Major public Green Spaces located in portion of SE 34-12-27-4 (refer to **Figure 6** for locations mentioned below)
 - ✚ **P LOT 4** is a 0.22 hectare park situated near the southwest corner. It is intended as an open space.
 - ✚ **P LOT 5** is a 0.46 hectare park situated near the north property line. It is designed to accommodate a storm water management system dry pond. When dry this lot is intended as a tot lot.
 - ✚ **P LOT 6** is a 1.91 hectare dedication situated near the east boundary. It is designed to accommodate the 1.03 hectare storm water management system wet pond, labeled as Pond D (Seen on Figure 2 in Appendix 3). The remaining 0.88 hectares will be a public green space with a pathway surrounding the pond.
 - ✚ **P LOT 7** is a 0.44 hectare park situated west of centre. It is intended as an open field and playground area.
 - ✚ **P LOT 8** is a 0.24 hectare park situated near the southeast corner. It is intended to be a tot lot.
 - ✚ **PATH LOT D** is a 14.9m wide linear park with an approximate area of 491.2m².
 - ✚ **PATH LOT E** is a 3m wide pathway with an approximate area of 231.1m²
 - ✚ **PATH LOT F** is a 3m wide pathway with an approximate area of 203.7m²
 - ✚ **PATH LOT G** is a 3m wide pathway with an approximate area of 100.5m²
 - ✚ **PATH LOT H** is a 5m wide pathway with an approximate area of 330m²

POLICIES

- Policy 6.5.1 The Public Green Spaces (Municipal Reserve) shall be dedicated in accordance with **Figure 6** to the satisfaction of the Town, with final details to be worked out at the subdivision stage.
- Policy 6.5.2 Pedestrian and bicycle pathways will be designed within the open space system to link neighborhoods, schools, parks, and natural areas within and adjacent to the ASP area. Specifics to be detailed at the subdivision approved stage.
- Policy 6.5.3 Construction of the pathway/open space shall be the responsibility of the Developer, to the satisfaction of the Town of Claresholm. The maintenance of the pathway/open space will be the responsibility of the Town's Parks and Recreation Department.

6.6- ARCHITECTURAL CONTROLS

Architectural controls will be established by the developer prior to subdivision. The controls will include requirements relative to minimum house size, design, exterior colors, construction materials, and landscaping. A restrictive covenant will be placed on title for each property to ensure that the architectural standards are met for each house constructed in the subdivision. The architectural controls will be implemented by an independent architectural coordinator appointed by the Developer. In turn, the residents' association will monitor and enforce architectural controls at no cost to the tax payers

POLICIES

- Policy 6.6.1 Architectural controls shall be prepared and submitted prior to subdivision. The approved architectural controls shall be registered on each lot title as a restrictive covenant.
- Policy 6.6.2 The architectural controls shall be implemented during the construction of the development by an independent architectural coordinator appointed by the Developer.
- Policy 6.6.3 The resident's association shall be responsible for monitoring and enforcing the architectural controls after the development is complete.
- Policy 6.6.4 As a component of the architectural controls, the use of appropriate environmental technologies will be encouraged to promote energy and low impact constructions practices.
- Policy 6.6.5 Residential lots backing onto any of the designated public green spaces shall have a uniform semi-permeable fence system (either a chain link or post and cable fence system) with a maximum height of 4 feet which will be installed at the cost of the developer.
- Policy 6.6.6 Residential lots backing onto 8th Street W will be required to install a uniform opaque 6 foot high rear fence in conformance with the

design, materials and colour as set out in the architectural controls to ensure a certain level of privacy from the travelling public.

6.7- PHASING

The Plan Area will be developed in the 11 phases as shown in **Figure 7**. Development will commence with the 8.18 hectare portion Labeled **P1**. This development sequence strategy was chosen to take advantage of the existing infrastructure and location of existing municipal and sanitary services of the Town of Claresholm. While the phasing of development within the ASP Area is matched to a logical progression of servicing and transportation, application for subdivision approval may proceed out of sequence, provided it can be demonstrated that the required infrastructure is in place and / or available to sustain the proposed out-of-phase subdivision development. No amendment to the ASP would be required for phasing out of sequence.

POLICIES

- Policy 6.7.1 The ASP area shall be developed in general compliance with the Phasing Plan shown in **Figure 7**. The initial phase of development is denoted on **Figure 7** as **P1** which is located at the intersection of 8th Street W and 59th Avenue W (portion of SE 34-12-27-4). Subsequent phases will generally follow the numerical order shown on **Figure 7**, with ultimate completion at **PE**, located at the south west corner of the portion of NE 34-12-27-4.
- Policy 6.7.2 Subdivision may proceed out of sequence and/or multiple phases can occur simultaneously without amendment to the ASP, provided the Applicant can demonstrate that the required infrastructure is in place and/or available to sustain the proposed subdivision plan.
- Policy 6.7.3 Construction traffic will be granted permission to access the ASP area via Township Road 130, 8th Avenue W, & 59th Street W;
- Policy 6.7.4 The developer will be required to submit, to the satisfaction of the Town, a Construction Management Report in support of each phase of development at time of subdivision. The Construction Management Report shall address, in detail; health, safety, traffic management and worker amenity issues relating to the construction site and adjoining community, as well as other broader obligations including recycling, waste management and environmental initiatives.

7.0 Servicing

7.1- TRANSPORTATION

ITRANS Consulting Inc. was commissioned to prepare a Transportation Traffic Review of the Plan Area. The review recommended that a traffic monitoring program be introduced to review the operational conditions as the development progresses in order to permit a better understanding of when and what improvements will be required for the three access roads; 8th Street W, 59th Avenue W, and Township 130. This review is submitted under a separate cover and included as *Appendix 5*.

7.2- EXTERNAL ACCESS

POLICIES

- Policy 7.2.1 Access to lots within the Plan Area will be provided by a combination of collector and local roads. Collector roads will provide access to 8th Avenue W, which is adjacent to the eastern property boundary. This road network is shown on **Figure 8**.

7.3- INTERNAL ROADS

The entire Plan Area will be serviced by a modified grid pattern of roads as shown in **Figure 8 - Transportation Plan**.

POLICIES

- Policy 7.3.1 The internal street pattern shall conform to the roads shown in **Figure 8**, subject to minor adjustments at the subdivision stage.
- Policy 7.3.2 Space shall be dedicated (as generally shown on Figure 8), at the time of subdivision, to provide for a continuous Major standard road to be constructed throughout the subdivision.
- Policy 7.3.3 Development Permits shall not be issued for show homes before a development agreement has been entered into and the required road system has been constructed and received a Construction Completion Certificate.
- Policy 7.3.4 To ensure the safety of the Prairie Shores ASP residents, reduced speed zones will be implemented on road sections adjacent to public green spaces and playgrounds.
- Policy 7.3.5 Residential collector and local road Rights of Way shall conform to *the Town of Claresholm Servicing Standards for Municipal Improvements*.

7.4- SIDEWALKS

In order to provide a safe and comfortable pedestrian environment a system of sidewalks will be established and constructed within the development. The Developer will be responsible for the construction of any and all sidewalks throughout the ASP area.

POLICIES

- Policy 7.4.1 All residential collector roads shall include sidewalks on both sides of the road
- Policy 7.4.2 Local roads shall include sidewalks on only one side, whichever is considered to be safest for pedestrian traffic.
- Policy 7.4.3 Sidewalk construction standards shall be implemented as per the *Town of Claresholm Servicing Standards for Municipal Improvements*.

7.5- WATER SUPPLY

Water is to be supplied to the Plan Area from the existing municipal water system. A **Professional Engineer qualified in such areas** will be assigned to develop a Detailed Servicing Plan. A Detailed Servicing Plan will be submitted under separate cover at the subdivision approval stage. The water servicing concept plan is shown in **Figure 9**.

POLICIES

- Policy 7.5.1 Water will be supplied to the proposed development by the existing municipal water system. Conditions for supplying the water will be met prior to registration of each phase of subdivision.
- Policy 7.5.2 The existing water supply will be sufficient enough to service the development of **P1**. Any future development will be required to demonstrate that additional water is available and sufficient meet its needs without adversely affecting the existing water supply to the Town.
- Policy 7.5.3 All water lines and services shall be constructed to the satisfaction of the Municipality, in accordance with town design requirements at the time of subdivision and in accordance with *Town of Claresholm Land Use Bylaw no. 1525*.
- Policy 7.5.4 Site servicing for water will be implemented as per a Detailed Service Plan, to be submitted under separate cover from a qualified professional engineer qualified in such areas at the subdivision approval stage.

7.6- SANITARY SEWAGE DISPOSAL

Sewer servicing will be supplied to the Plan Area from the existing municipal sewage collection system. A **Professional Engineer qualified in such areas** will be assigned to develop a Detailed Servicing Plan. A Detailed Servicing Plan will be submitted under

separate cover at the subdivision approval stage. The water servicing plan is shown in **Figure 9**. The sanitary drainage concept plan is shown in **Figure 9**.

POLICIES

- Policy 7.6.1 All sanitary drainage lines and services shall be constructed to the satisfaction of the Town, in accordance with town design requirements at the time of subdivision and in accordance with *Town of Claresholm Land Use Bylaw no. 1525*.
- Policy 7.6.2 Site servicing for sewer will be implemented as per a Detailed Servicing Plan, to be submitted under separate cover at the subdivision approval stage.

7.7- STORMWATER MANAGEMENT

Lee Maher Engineering Consultants Ltd. was commissioned to prepare a *Storm Drainage and Pond Report* for the Plan Area. The calculation of the design capacity of the proposed pond system and stormwater quality control has been addressed in this report. This report has been submitted under a separate cover and included as *Appendix 3*.

POLICIES

- Policy 7.7.1 All storm water infrastructure shall be constructed to Alberta Environment and the Town of Claresholm Servicing Standards for Municipal Improvements. The wet pond/PUL (shown on **Figure 5**) will be constructed and completed as part of the first phase, **P1**.
- Policy 7.7.2 Site servicing for storm water management will be undertaken as per a Detailed Servicing Plan, to be submitted under separate cover at the subdivision approval stage.

7.8- GARBAGE DISPOSAL

Garbage disposal will be provided and managed by the Town for the Plan Area. The Town of Claresholm presently uses a waste management transfer site operated by the Town. This Transfer site has sufficient capacity to service the proposed development.

POLICIES

- Policy 7.8.1 Garbage disposal will be curb side pickup for all lots in the Single Detached Residential (R1) & Multiple Residential (R4) District.
- Policy 7.8.2 Garbage collection/disposal for the Duplex Residential (R2) District lots will be picked up from the rear lane.

7.9- LIGHT STANDARDS

Light standards will be established along all roads in order to enhance safety and security within the ASP Area. The light standards will be installed by the Developer to the satisfaction of the Town of Claresholm.

POLICIES

- Policy 7.9.1 Light standards shall be installed in accordance with the Town of Claresholm current lighting standards.

7.10- POTENTIAL FOR ENVIRONMENTAL INITIATIVES AND TECHNOLOGIES:
SOLAR ENERGY

POLICIES

- Policy 7.10.1 Architectural controls will be established by the developer for buildings within the Plan Area to enhance solar gain, and encourage the use of additional glass.
- Policy 7.10.2 Solar panels for water and electricity shall be encouraged on south facing surfaces where they can be incorporated into the structure.

7.11- PRIVATE UTILITIES

Private utilities will be provided by:

- **ATCO Gas** – Natural Gas
- **Fortis Alberta** – Power
- **Telus, Rogers Communications Inc., or Shaw Communications Inc.** – Land Telephone Service
- **Telus, Rogers Communications Inc., or Shaw Communications Inc.** – Cable television

The specifics of servicing the proposed development will be confirmed during the subdivision approval process.

POLICIES

- Policy 7.11.1 Private utilities shall be provided within the appropriate easement adjacent to the rights-of-way of internal roads to the satisfaction of Public Works department of the Town of Claresholm.

8.0 Emergency/Disaster Services

POLICIES

- Policy 8.0.1 Each lot will be clearly marked with a distinct lot/house number sign to enable prompt recognition of individual residences by emergency services.
- Policy 8.0.2 Homes within the Plan Area shall be connected to the 911 emergency services.

8.1- FIRE

The Town of Claresholm Fire Departments will provide fire protection services to the Plan Area. Hydrants will be installed on the water distribution system and sized to enable the conveyance of adequate volume and pressure for firefighting purposes as specified by the Town of Claresholm.

POLICIES

- Policy 8.1.1 All fire protection services shall be constructed in conformance with the Town of Claresholm current standards and approved by the Town of Claresholm Fire Chief, at the time of subdivision.

8.2- POLICE

POLICIES

- Policy 8.2.1 Police services will be provided by the Town of Claresholm special constables and/or by the local RCMP detachment.

9.0 Development Implementation

The **Prairie Shores Area Structure Plan** has been designed to be compatible with adjacent land uses in the Town of Claresholm, and to be consistent with the community vision and development requirements of the *Town of Claresholm Land Use Bylaw No. 1525*. Subdivision and development that follows the policies of this ASP will maximize the development potential of the planning area. Subdivision of the ASP will be implemented through conditions of subdivision approval by the Town of Claresholm.

POLICIES

- Policy 9.0.1 The Town of Claresholm shall implement this ASP through land use redesignation, subdivision, and development approval processes.

Property of Planning Protocol Inc. / For Discussion Purposes Only

Prairie Shores ASP Figures

Figure 1 – Regional Location

Figure 2 – Property Boundary

Figure 3 – Surrounding Land Uses

Figure 4 – Aerial Photo

Figure 5 – Conceptual Site Plan

Figure 6 – Green Space Scheme

Figure 7 – Proposed Phase Plan

Figure 8 – Transportation Plan

Figure 9 – Proposed Servicing Plan

Property of Planning Protocol Inc. / For Discussion Purposes Only

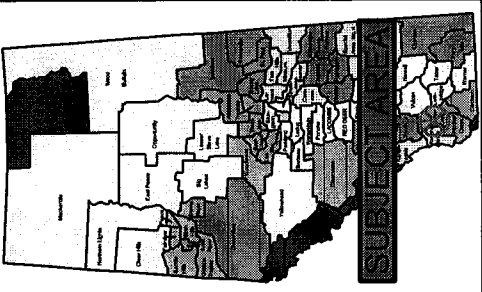
PETERSON
TOWN OF CLARESHOLM

PLAN SHOWING
REGIONAL LOCATION

AFFECTING
Ptn. of SE 34-12-27-W4M
Ptn. of NE 34-12-27-W4M

SCALE: NTS
METRIC
ALL DIMENSIONS SHOWN ARE IN METRES & SUBJECT TO
CONFIRMATION IN THE FIELD AT THE LEGAL SURVEY STAGE

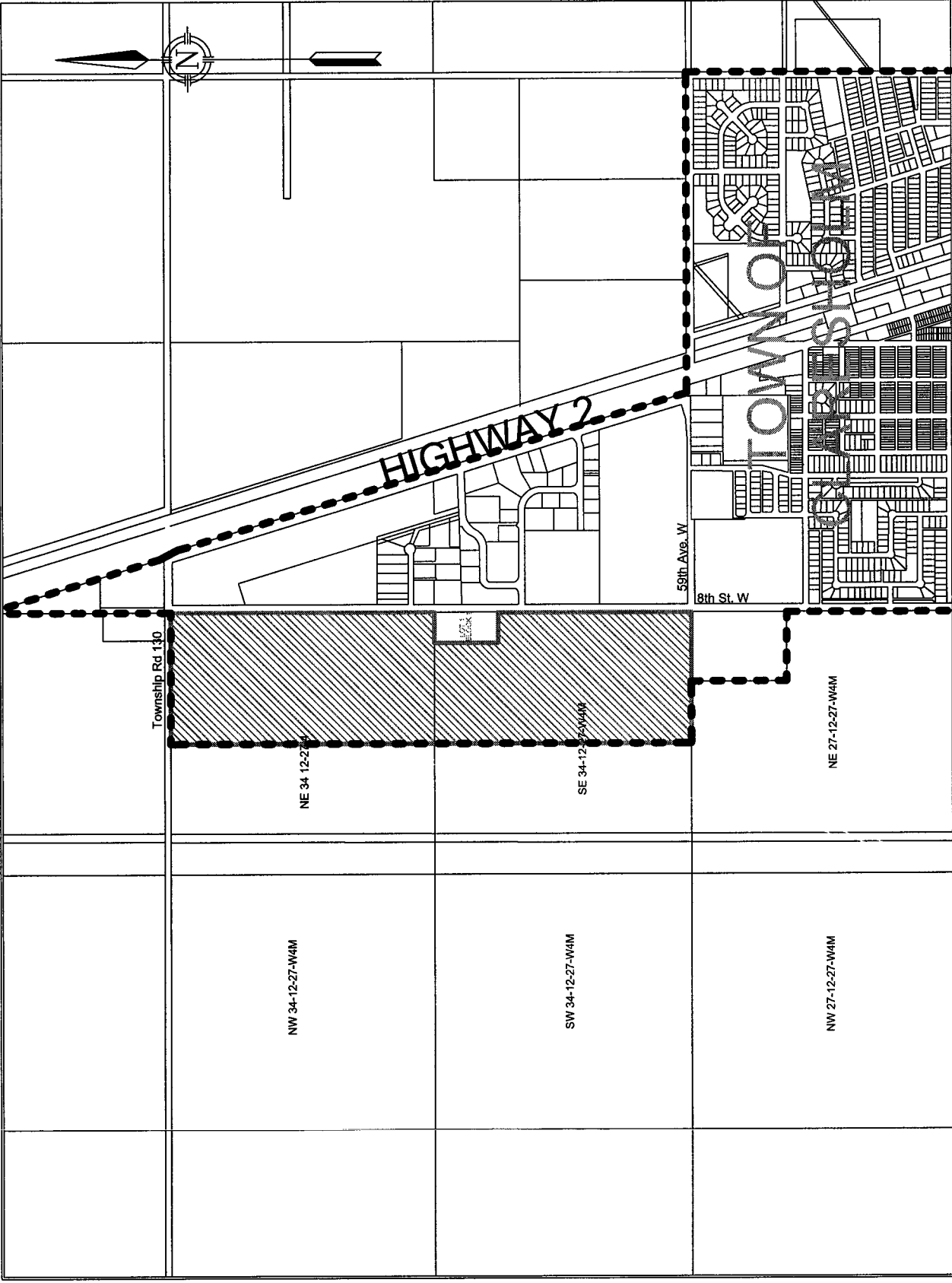
KEY MAP



LEGEND
SUBJECT AREA - [Hatched pattern]
TOWN BOUNDARY - [Dashed line]
RIGHT OF WAY - [Solid line]

Figure 1

DATE: FILE NO.
DRAWN BY: J. BAKER I 8/17/2009 P 466-02
CHECKED BY: R. POTRE I 8/17/2009
PLANNING PROTOCOL INC.
Suite 201, 3505 - 52 Street SE
Calgary Alberta T2B 3R3
Phone: (403) 230-8522
Fax: (403) 230-0335
Email: rod@planningprotocol.com
Url: www.planningprotocol.com



PETERSON
TOWN OF CLARESHOLM
 PLANNING
PROPERTY BOUNDARY
 MAP

AFFECTING
 Ptn. of SE 34-12-27-W4M
 Ptn. of NE 34-12-27-W4M

SCALE: 1:5000

METRIC
 ALL DIMENSIONS SHOWN ARE IN METERS SUBJECT TO
 CORRECTION IN THE FIELD AT THE LEAS SURVEY STAGE

LEGEND

SUBJECT AREA -

RIGHT OF WAY -

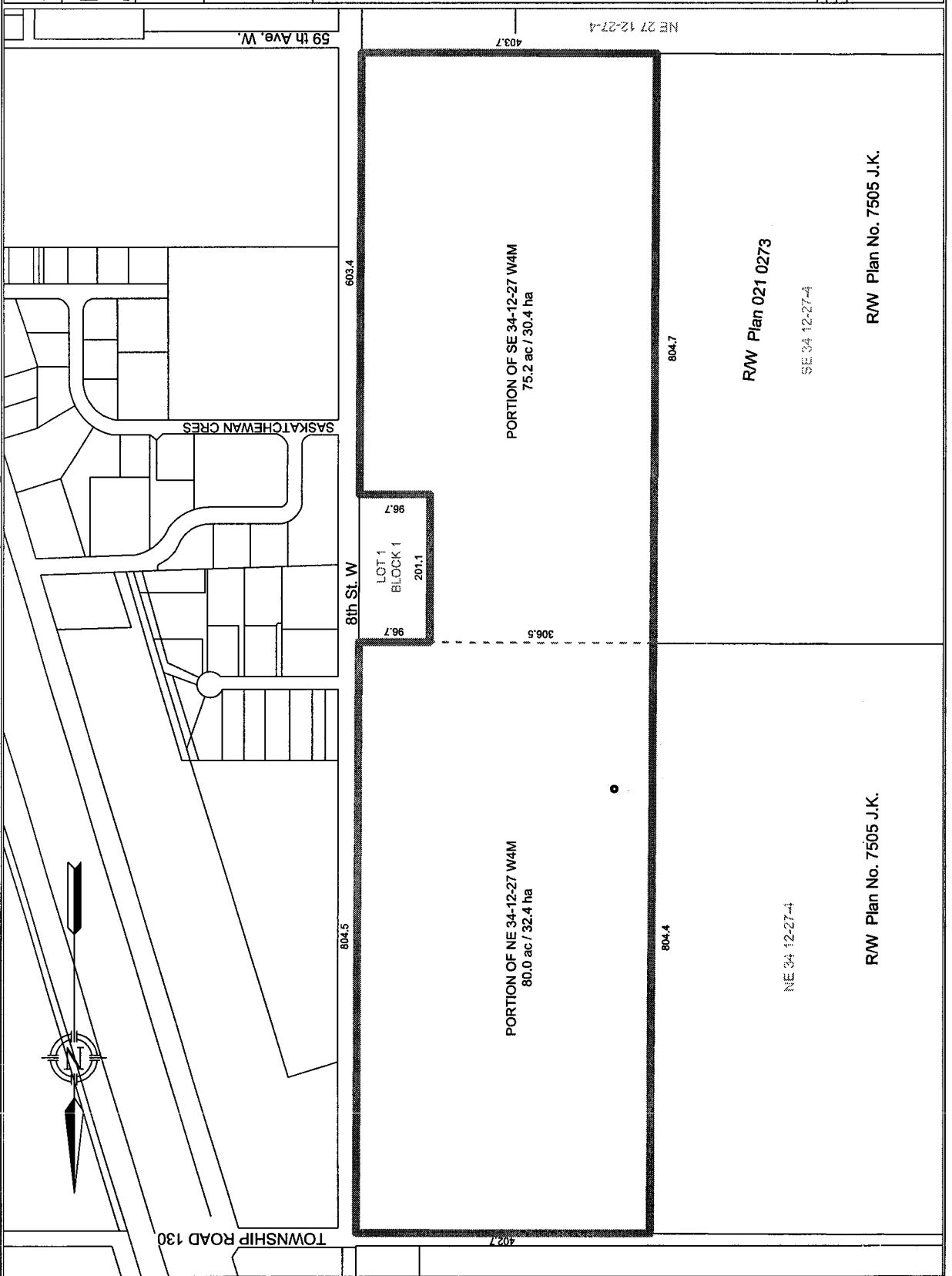
WELLSITE -

Figure 2

DRAWN BY	J. BAKER	DATE	FILE NO.
CHECKED BY	R. POTRE	5/22/2008	P 48510

PLANNING PROTOCOL INC.
 Suite 201, 3505 - 52 Street SE
 Calgary Alberta T2B 3R3
 Phone: (403) 230-5522
 Fax: (403) 230-0335
 Email: road@planningprotocol.com
 Url: www.planningprotocol.com

CAD FILE: 46602 008ASProperty03.dwg



PETERSON
TOWN OF CLARESHOLM

PLAN SHOWING
SURROUNDING LAND
USES

AFFECTING
Pt'n. of SE 34-12-27-W4M
Pt'n. of NE 34-12-27-W4M

NOT TO SCALE
METRIC
ALL DIMENSIONS SHOWN ARE IN METERS & EXCEPT CO.
CONVERSION IN THE FIELD AT THE LEGAL SURVEYOR'S RISK

LEGEND

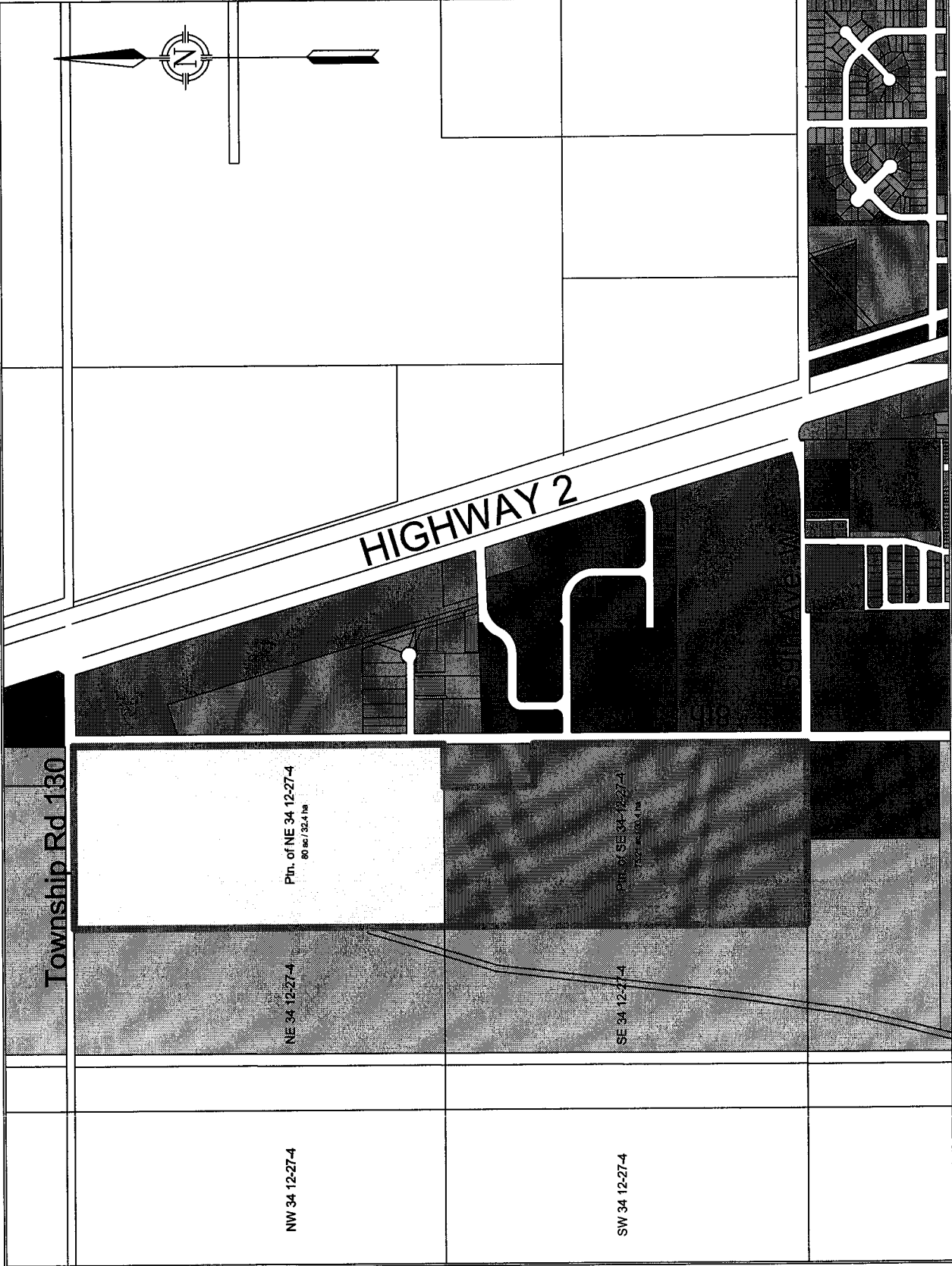
- SUBJECT AREA -
- SINGLE DETACHED RESIDENTIAL (R1) -
- MULTI-FAMILY RESIDENTIAL (R2) -
- MOBILE HOME RESIDENTIAL (R6) -
- AGRICULTURAL (A) -
- INDUSTRIAL (I1) -
- NEIGHBORHOOD COMMERCIAL (C3) -
- HIGHWAY COMMERCIAL (C-2) -
- PUBLIC (P) -
- MD OF WILLOWCREEK LAND USES
- RURAL GENERAL (RG) -

Figure 3

DRAWN BY: I. BAKER
CHECKED BY: R. POITRE

DATE: 1/22/2008
FILE NO.: 5222008 P 466-02

PLANNING PROTOCOL INC.
Suite 201, 3505 - 52 Street SE
Calgary Alberta T2B 3R3
Phone: (403) 230-5622
Fax: (403) 230-0335
Email: rod@planningprotocol.com
Url: www.planningprotocol.com



PETERSON
TOWN OF CLARESHOLM
 PLAN SHOWING
PROPERTY AERIAL AND
CONTOUR MAP

AFFECTING
 P_{th.} of SE 34-12-27-W4M
 P_{th.} of NE 34-12-27-W4M

SCALE: 1:5000

METRIC

ALL DIMENSIONS SHOWN ARE IN METERS & SUBJECT TO
 CONFIRMATION IN THE FIELD AT THE LEGAL SURVEY STAGE

LEGEND





- SUBJECT AREA - 
- RIGHT OF WAY - 
- WELLSITE - 
- CONTOUR INTERVAL - 0.5m

Figure 4

DRAWN BY		DATE		FILE NO.	
J. BAKER	07/2008	07/2008	P 488-02		
CHECKED BY		DATE		FILE NO.	
R. POTHE	07/2008	07/2008			

PLANNING PROTOCOL INC.
 Suite 201, 3505 - 52 Street SE
 Calgary Alberta T2B 3R3
 Phone: (403) 230-5522
 Fax: (403) 230-0335
 Email: rod@planningprotocol.com
 Url: www.planningprotocol.com




PETERSON
TOWN OF CLARESHOLM
 PLAN SHOWING
CONCEPTUAL SITE PLAN
 AFFECTING
 Ptn. of SE 34-12-27-W4M
 Ptn. of NE 34-12-27-W4M

SCALE: 1:5000



METRIC

ALL DIMENSIONS SHOWN ARE IN METERS & SUBJECT TO
 CONFIRMATION IN THE FIELD AT THE LOCAL SURVEY STAKE

LEGEND

SUBJECT AREA -

RIGHT OF WAY -

PROPOSED DEVELOPMENT STATISTICS

Land Use	Ac.	Hq.	%	Lot Units
R1	84.5	34.2	54	617
R2	9.6	3.9	6	57
R4	3.5	1.4	2	4
Public	33.4	13.5	22	70
Open Space	2.3	0.9	1	-
	2.6	1.1	2	-
	1.0	0.4	1	1
Total	155.2	62.8	100	679

TOWN OF CLARESHOLM LAND USE BYLAW
 NO. 1525 DISTRICTS IN ASP

- R1 - SINGLE DETACHED RESIDENTIAL DISTRICT
- R2 - DUPLEX RESIDENTIAL DISTRICT
- R4 - MULTIPLE RESIDENTIAL DISTRICT
- P - PUBLIC
- PUL - PUBLIC OPEN SPACE
- C3 - NEIGHBORHOOD COMMERCIAL

Anticipated Density Statistics

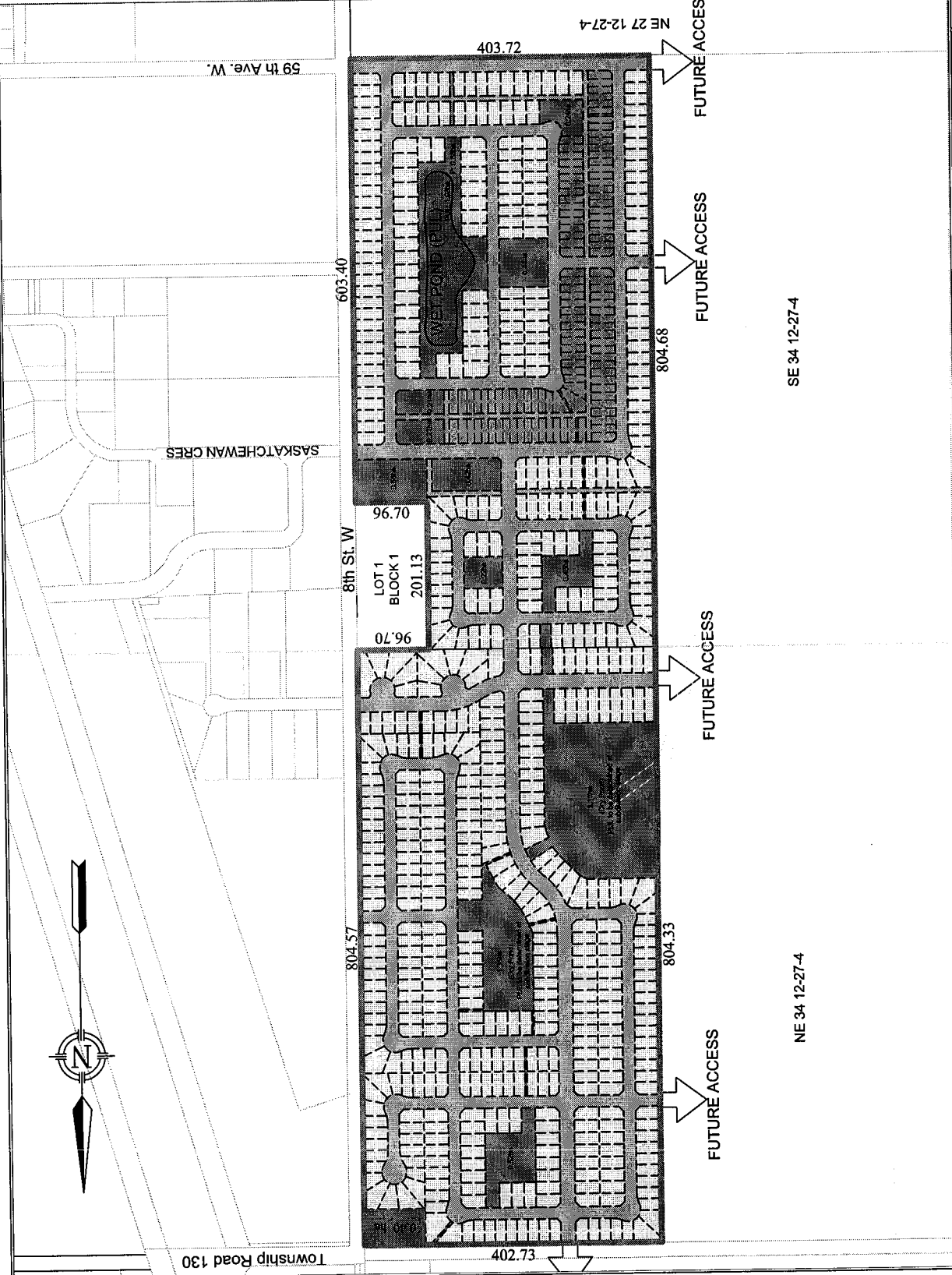
Total Developable Area	155.2 ac
Total LPA	5.15
Total Units	801

Figure 5

DRAWN BY: I. BAKER
 CHECKED BY: R. POTRE
 DATE: 02/20/08
 FILE NO.: P 466-02

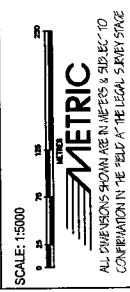
PLANNING PROTOCOL INC.
 Suite 201, 3505 - 52 Street SE
 Calgary Alberta T2B 3R3
 Phone: (403) 230-5522
 Fax: (403) 230-0335
 Email: rod@planningprotocol.com
 Url: www.planningprotocol.com

CAD FILE: 46602_0508_04plan_4.0_15mg.dwg



PETERSON
TOWN OF CLARESHOLM
PLAN SHOWING
PROPOSED PARKS -
PUBLIC OPEN SPACE
PLAN

AFFECTING
Plan of SE 34-12-27-W4M
Plan of NE 34-12-27-W4M



LEGEND
SUBJECT AREA -
RIGHT OF WAY -
PATHWAYS -

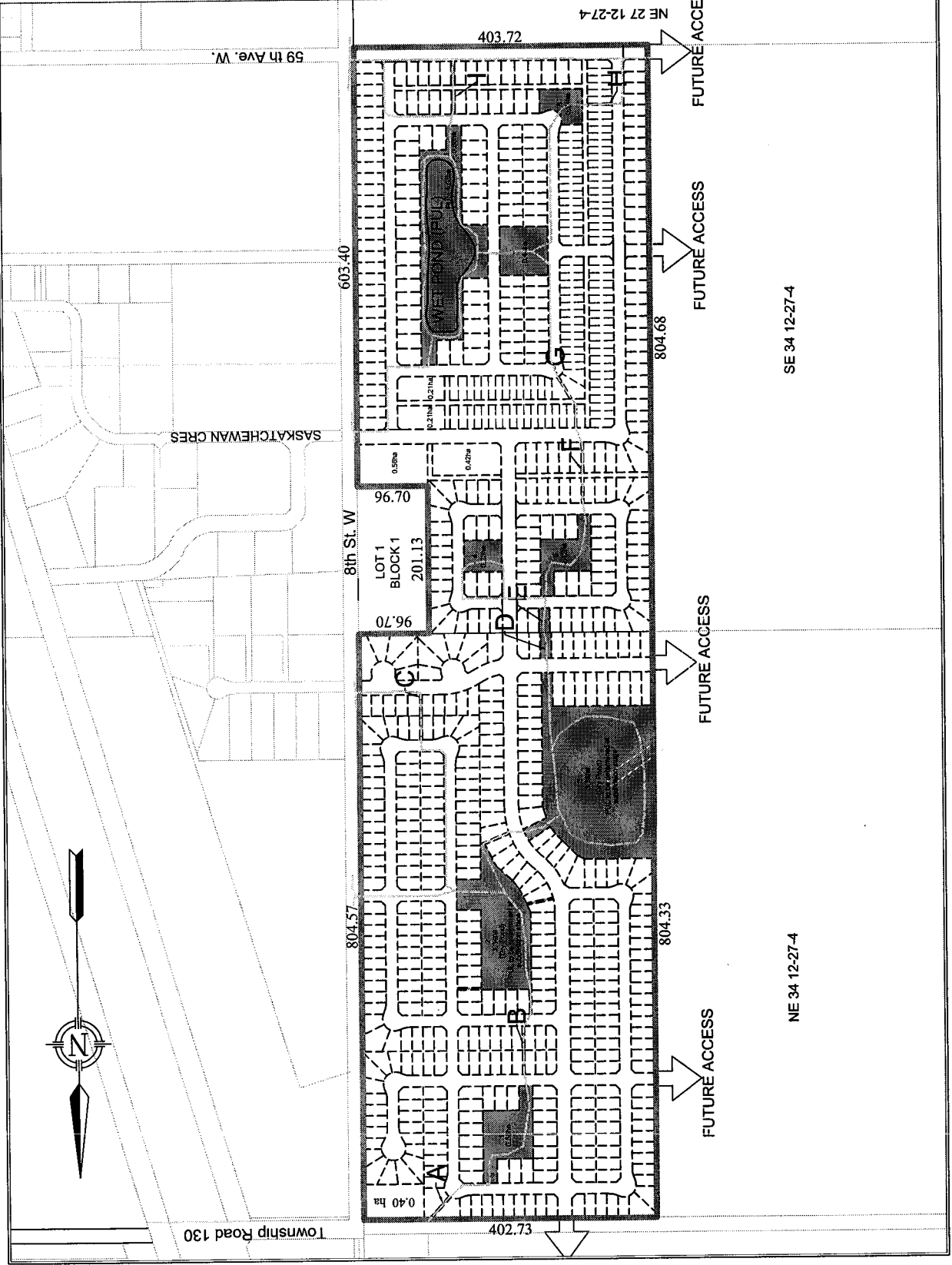
Green parcel	Ac.	Ha.
1	1.43	0.68
2	3.31	1.34
3	7.81	3.16
A	0.02	0.01
B	0.07	0.03
C	0.07	0.02
D	0.12	0.05
North Total	12.84	5.14

Green Parcel	Ac.	Ha.
4	0.57	0.23
5	1.04	0.42
6	4.82	1.95
7	1.09	0.44
8	0.59	0.24
E	0.15	0.06
F	0.07	0.03
G	0.07	0.03
H	0.05	.02
I	0.12	0.05
South Total	8.57	3.40
Total P	21.40	8.66

Figure 6

DATE: 8/1/2028
FILE NO.: P 486-02
DRAWN BY: J. BAKER
CHECKED BY: R. POTRINE
PLANNING PROTOCOL INC.
Suite 201, 3505 - 52 Street SE
Calgary Alberta T2B 3R3
Phone: (403) 230-5522
Fax: (403) 230-0335
Email: rd@planningprotocol.com
Url: www.planningprotocol.com

CAO FILE:48602 (08) green-space 4.01.dwg



SE 34 12-27-4

NE 34 12-27-4

PETERSON
TOWN OF CLARESHOLM
 PLAN SHOWING
TRANSPORTATION PLAN
 AFFECTING
 Ptn. of SE 34-12-27-W4M
 Ptn. of NE 34-12-27-W4M

SCALE: 1:5000

METRIC

ALL DIMENSIONS SHOWN ARE IN METERS & SIDES TO CONFORMANCE WITH THE FIELD & THE LEGAL SURVEY SYSTEM

LEGEND

SUBJECT AREA -

RIGHT OF WAY -

RESIDENTIAL COLLECTOR -

LOCAL RESIDENTIAL -

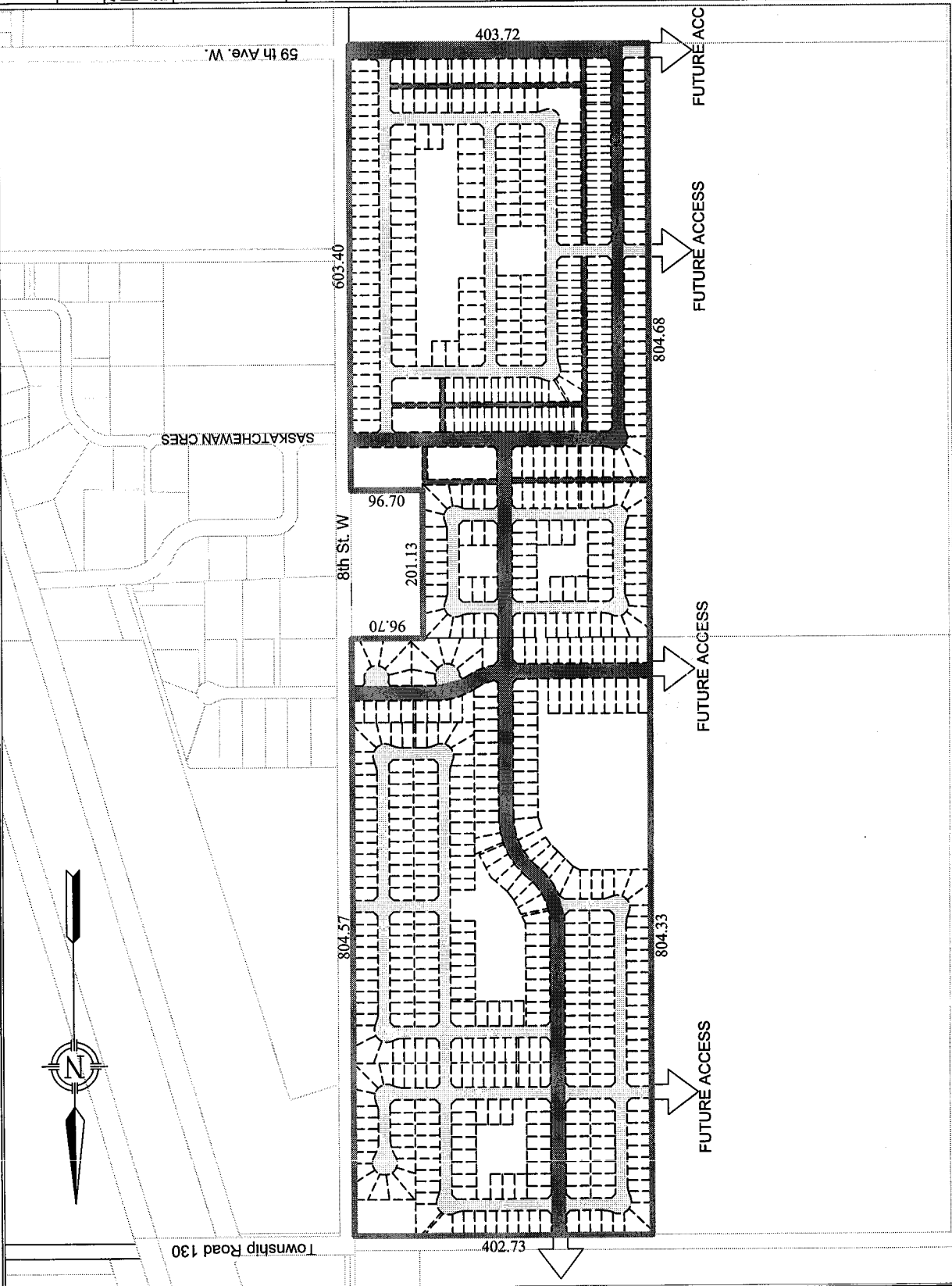
REAR LANES -

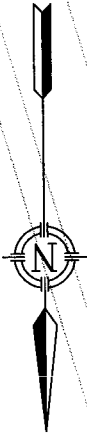
ROAD ROW STANDARDS	
TYPE	ROW PAVED
RESIDENTIAL COLLECTOR	20m
LOCAL RESIDENTIAL	16m
RESIDENTIAL REAR LANEWAY	6.1m
	n/a

Figure 8

DATE: FILE NO:
 DRAWN BY: J. BAKER 5222028 P 488-02
 CHECKED BY: R. POTRINE 5222028

PLANNING PROTOCOL INC.
 Suite 201, 3505 - 52 Street SE
 Calgary Alberta T2B 3P3
 Phone: (403) 230-5522
 Fax: (403) 230-0335
 Email: rod@planningprotocol.com
 Uri: www.planningprotocol.com

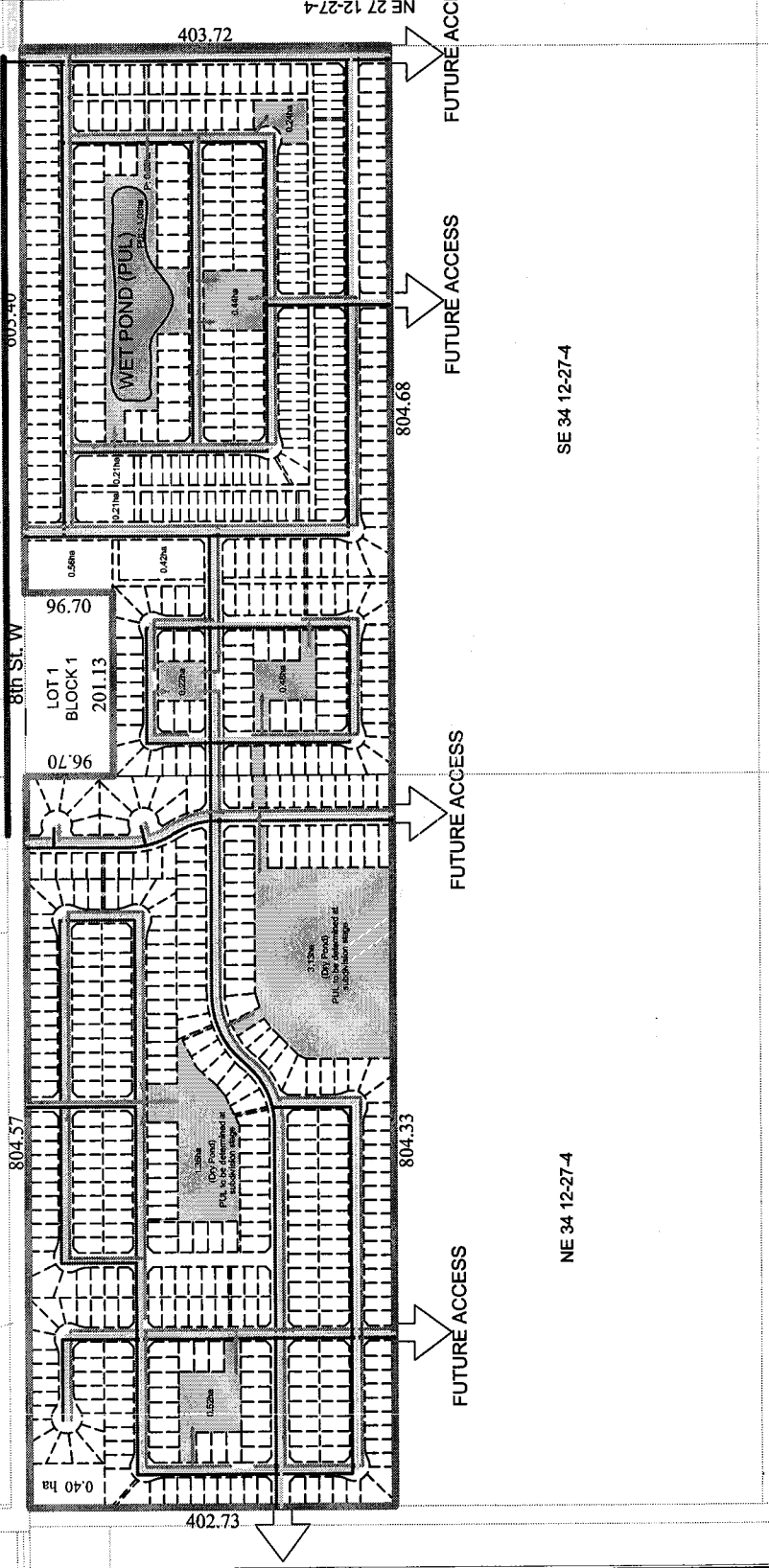




Township Road 130

SASKATCHEWAN CRES

59th Ave. W.



PETERSON
TOWN OF CLARESHOLM
PLAN SHOWING
PROPOSED SERVICE
LOCATIONS

AFFECTING
Ptn. of SE 34-12-27-W4M
Ptn. of NE 34-12-27-W4M

SCALE: 1:5000



ALL DIMENSIONS SHOWN ARE IN METERS & SHOULD BE TO
CONFIRMATION IN THE FIELD AT THE LEGAL SURVEY STAGE

LEGEND

- SUBJECT AREA -
- RIGHT OF WAY -
- PROPOSED SEWER LINE -
- PROPOSED WATER LINE -
- PROPOSED STORM LINE -
- EXISTING SEWER LINE -
- EXISTING WATER LINE -

SE 34 12-27-4

NE 34 12-27-4

Figure 9

DATE: P 488-02
DRAWN BY: J. BAKER
CHECKED BY: R. PROTIERE
PLANNING PROTOCOL INC.
Suite 201, 3505 - 52 Street SE
Calgary Alberta T2B 3R3
Phone: (403) 230-5522
Fax: (403) 230-0335
Email: rod@planningprotocol.com
Url: www.planningprotocol.com

CAD FILE: 48802.0508_servicemap_4.01.dwg

WILLOW CREEK RECYCLING & BOTTLE DEPOT

Box 394
Claresholm, AB
T0L 0T0
Ph. / Fax 403-625-3956
E-mail: wcr@platinum.ca

09-November-2009

Town of Claresholm

Attention Council,

Three years have passed and it is once again time for the contract that Willow Creek Recycling has with the Town of Claresholm & the M.D. of Willow Creek to handle all the areas recycling needs to be reviewed and re-signed. The past three years have seen us face some major changes, volume increases, plastics being recycled and some difficult hurdles to overcome. 2008 saw the highest volume yet since the programs inception with 520 tonnes of materials kept out of the landfill.

The following information gives you a look at what other businesses with similar relationships and contracts with Towns and M.D.'s are doing, where they are at and where they are heading. This info, along with my own info generated by my costs etc., is the basis for the proposals I'm putting forth here for our next contract.

As most of you know, the recycling industry has been hit very hard with the commodity crunch and is still suffering. Since Dec. 2008 we have only had one month (August) where cardboard came off the zero for value mark. Newspaper has held its own better than cardboard but, it is still low at an average worth of \$50.00 per tonne. All the other materials are worth zero. The expected lost revenue due to the values being zero for 2009 will be approximately \$15,000.00. Add to that the increase in cost of freight which used to be paid by the purchaser of the cardboard and the cost of the trailer rental coming to a total of about \$819.00 per month. The Town of Claresholm and the M.D. of Willow Creek have been generous enough to cover the trailer rental cost knocking that cost down to \$554.00 per month. Boiling all that down to an increase in the cost to recycle for the year of 2009, above and beyond the constantly increasing costs of labor, heating, etc., of \$21,648.00 ($\$15,000.00 + \$6648.00(12 \times 554)$). Divide that sum by last years total tonnes, $\$21,648.00 \div 520 = \41.63 per tonne extra this year it has cost to recycle. This would indicate an immediate increase from the current rate of \$150.00 to \$191.00 per tonne just to get us back to levels in 2008. Another big hurdle for us this year has been recycling the plastics. Since January it has been much more difficult to keep the plastic recycling going. It's more labor intensive due to the required sorting of the film/foil plastics from the rest of the plastics. Also, the only place we can ship it to at the present time is a factory in Medicine Hat which basically refuses to pay anything for the plastics. Another freight cost to the business of about \$1100.00 per year that we never had before.

Basically speaking, not a good year for the recycling industry. Obviously we need an increase in rates to keep the program running as the business cannot keep losing money to provide a public service for the surrounding areas. It's not all doom and gloom though as; **#1**, we are keeping in excess of 520 tonnes of reusable materials out of the landfill; **#2**, hopefully markets will get better for the materials we are recycling in the not to distant future; **#3**, we are providing a reasonably smooth and trouble free user friendly program for a broad, multi-purpose population base.

Here are the other similar businesses:

Pincher Creek: they are at approximately 590 tonnes per year and are receiving a fixed amount of \$7000.00 per month = \$142.00 per tonne. The councils involved have purchased the business a used horizontal baler at a cost of \$40,000.00 (new they run about \$120,000.00) which makes the recycling of the materials much less work intensive. This baler also enables them to bale everything increasing the value of materials (like tin, newspaper, mixed paper, etc.) which in turn increases revenue for the business. They get to keep all revenues made by the selling of materials, same as Willow Creek Recycling. They also have a dock for loading bales onto the trucks enabling them to reduce their shipping costs. Having the extra equipment etc. translates into about \$2500.00 US per month revenue for their business and that is at today's repressed values. If you include this amount at par you get a stable \$9500.00 per month the business is receiving for recycling which equals \$193.00 per tonne. This is why their rate is slightly lower which is made possible by having the horizontal baler, truck dock etc. They work on 3 year contracts which is over the end of 2010 at which point they will re-evaluate rates.

Crowsnest Pass: they are at approximately 550 tonnes per year and are receiving a fixed amount of \$7900.00 per month = \$172.00 per tonne. The councils involved have bought the business 4 vertical balers like the ones Willow Creek Recycling has at \$12,000.00 apiece so they can also bale all their materials. This is a similarly labor intensive operation as the one at Willow Creek Recycling is but, gives them the ability to earn more for the materials similar to Pincher Creek. The business also keeps all the revenue generated by the materials and they also work on a 3 year contract.

Taber: they are at approximately 700 tonnes per year and are receiving a fixed amount of \$9000.00 per month starting Jan. 2010 = \$154.00 per tonne. This contract expires at the end of 2010 at which time the business is going to request a minimum immediate increase of 25% or they will discontinue the service. This means by 2011 the business will be receiving about \$11,250.00 per month for approximately 730 tonnes per year, equaling \$184.00 per tonne. The business keeps all revenue produced by materials as well. The Town of Taber is the only council involved and they have not provided any funding or machinery for the business. Thus far they have been working on 5 year contracts.

My proposals to the council is the following:

1. A rate increase from the current rate of \$150.00 per tonne to \$190.00 per tonne or;
2. A fixed monthly rate of \$8500.00 per month.

My preference would be to see a 3 year contract signed for this term. I also need to ask a request from the council to see about the possibility of funding for the upgrading of the recycling equipment. The

program is quite user friendly for the public, but for us it is very labor intensive. As most of you know, we now have 2 vertical balers which work well but, as stated above, are labor intensive and limits what we can bale. This has been a difficulty during this passed year as it has limited us to where we can ship the materials and the revenue earned by them. I recently went to Pincher Creek where, as mentioned earlier, the councils have recently purchased a horizontal baler and it has had a huge impact on the business giving them the ability to bale and market all their materials. We can potentially purchase a used one for about the \$40,000.00 mark as well. There is one possibly coming available in the near future. There would also be a couple of other necessary changes that would have to happen to make all of this come together. First we would need to extend the building to accommodate a horizontal baler as it needs 30 feet of space and we are currently working at capacity with the space we have. Second we would have to build a truck dock to facilitate truck loading and lastly we would have to smooth out the yard with gravel work and grading. Possibly we could work out a joint effort to make this a reality. I feel if we could stream line the recycling process the rates could be stabilized to some extent and possibly lowered. If this funding and joint effort can be a reality, I would be able to accept either of the following proposals:

1. A rate increase from the current rate of \$150.00 per tonne to \$180.00 per tonne or;
2. A fixed monthly rate of \$8200.00 per month.

Thank you for your time and consideration as well as passed and present support.

Shelley O'Neil

To add to this proposal I now have a quote for the necessary building / yard work upgrades that need to go with the horizontal baler which will streamline the recycling program. One thing everyone needs to be clear about is that all of these changes have nothing to do with the bottle depot end of the business. Every cent of these proposed improvements pertain strictly to the recycling program. This should eliminate all potential concerns about using public funding for these improvements, for the recycling program is as public a program as it gets, open for all to use, 24 hours a day, 365 days a year.

Based on this quote and the cost of a used horizontal baler, we are looking at about \$140,000.00 to achieve these upgrades and to make it all a reality I need the Town of Claresholm and the M.D. of Willow Creek to fund this project. I really do feel the need for all of this to happen as the recycling program cannot keep costing the bottle depot business to help cover the lost revenue and the increased expenses of the past year as stated in the proposal. The reality of it all is that the program has expanded and grown so much and if the last 3 years are any indication, it is going to keep right on growing creating the need for these improvements.

Challands Concrete Construction

*P.O. Box 1645
Claresholm, AB T0L 0T0
Phone (403) 625-4544
Fax (403) 625-5479*

November-7-2009

Willow Creek Recycling

Ref; building expansion and yard work

The above will cost \$95,000.00 + GST. This price includes all materials, machinery, and labour to install the following.

20 feet x 55 feet 4 foot high loading dock.
16 feet x 40 feet bale storage pad.
Levelling and packing gravel for yard.
20 feet x 40 feet 16 feet high building addition.

If any question please contact me 625-4544 any time, Thank You.



Dean Challand

File No: 02034-065-16

November 10, 2009

Ms. Kris Holbeck, CAO
Town of Claresholm
PO Box 1000
Claresholm AB T0L 0T0

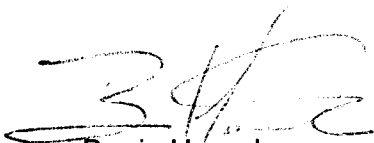
Dear Ms. Holbeck:

On behalf of the Minister of Municipal Affairs, I have completed the follow up to the detailed assessment audit of the 2007 assessment roll. The purpose of the follow up is to evaluate the progress the municipality has made in addressing the recommendations contained in the detailed audit report.

The Town of Claresholm has fully addressed all of the recommendations contained in the detailed audit report. I have included a copy of the follow up report for your records.

Again, I extend my appreciation to the assessor and the staff of the municipality for their cooperation during the course of the audit. Should you have any questions about the audit or the follow up report, please contact me at 403-382-4482.

Sincerely,



Barrie Hosack
Assessment Auditor

cc: Wayne Lamb, Benchmark Assessment Consultants Inc
Brian Ferguson, Director, Assessment Audit Unit

**Detailed Assessment Audit Report Follow Up
Town of Claresholm
Assessment Roll Year 2007**

Overview

This follow up report was conducted in November of 2009. The original follow up audit report was to be completed on the actions taken by the previous assessor and CAO; however, few, if any, of the recommendations of the detailed audit had been addressed for the 2008 tax year. Since that time, the Town of Claresholm has employed a new CAO and assessor with the commitment to address issues brought forward in the 2007 detailed audit. Therefore, this follow up report is based on the observed changes that were implemented by the assessor and CAO for the 2009 tax year.

Data Collection and Maintenance

Recommendations:

Compliance with Legislation and Regulations – High Priority

- For each parcel of land assessed at the market value standard, the assessor must maintain a record of the land use bylaw code in the CAMA system and report it to ASSET.
- The correct actual use code must be entered into the CAMA system and reported to ASSET. (Note: This recommendation was also contained in the previous detailed audit report.)

Adoption of Best Practices – High Priority

It is recommended that market value and regulated properties be re-inspected at least once in a 5-year period to ensure the property data is accurate and current. To accomplish this, the assessor should prepare a written re-inspection plan for the municipality that indicates the number and type of properties, or the areas of the municipality to be re-inspected each year.

Adoption of Best Practices – Medium Priority

It is recommended that:

- The assessment services contract describe a plan for the re-inspection of regulated and market value properties.
- The last inspection date, the inspection type and the person who inspected the property be entered into the CAMA system to assist with reviewing whether the re-inspection plan is being followed.
- Digital photographs of property be taken by the assessor and stored within the CAMA system as part of the re-inspection cycle to assist the assessor in the valuation process.

Municipality's Response:

Assessor Response:

Property Information

A complete overhaul of the data base. Updated and corrected: Civic address, legal description, link numbers, ownership and zoning, and ensured actual use codes are correct.

Residential

All residential properties were re-inspected and all new construction (>1994) was re-measured. All data was reviewed, verified, and corrected. Where data could not be personally verified at the door, letters were left for owners to complete and return to the assessor.

Non-Residential

All non-residential properties were inspected and re-calculated via the cost approach through the use of the Marshall & Swift cost estimating system.

There are digital photos and Apex diagrams (CAD drawings) for all residential and non-residential properties. There is a record of the inspection date and type, along with a record of the assessor for all properties inspected specific to the 2008 Annual Assessment. Due to the significant changes in the assessment base, there were over 250 personal interviews between property owners and assessors after mailing of the assessment process throughout which further review and correction of data was completed.

Re-Inspection Plan:

A re-inspection cycle plan is beginning in 2009 with a review of the older properties on the east side of Claresholm. Specific details of the re-inspection cycle process are being drafted for discussion with the Town during the winter of 2009.

ASSET

The Annual Assessment load was submitted April 17, 2009 with the Revised Annual Load being submitted September 11, 2009.

CAO Response:

Re-Inspection Plan:

The assessment services contract includes a requirement for a 20% to 25% re-inspection cycle on a yearly basis, or with site visits every 5 years.

Follow Up:

Findings:

The recommendations and the assessor's responses were discussed with the assessor and his assistant. The issues (recommendations) have been fully addressed.

A copy of the assessment services contract outlining the re-inspection requirements was provided by the CAO.

Recommendations Implemented: Yes

Further Follow Up: None required.

Sales Data

Recommendations:

Adoption of Best Practices – High Priority

It is recommended that:

- When completing a time adjustment study for multiple sales periods, the assessor analyze, calculate, and apply time adjustments on an annual basis.
- The assessor ensure the correct code is applied so that all valid arms length sales are included in the analysis.

Municipality's Response:

Assessors Response:

Three years of sales data was reviewed in the determination of the time adjustment to July 1, 2008. This was done through the review of vacant and improved properties during this period. All sales were reviewed to ensure correct vendor and purchaser for subsequent determination that all sales used in the sales analysis were arms length transactions.

Follow Up:

Findings: A comprehensive sales review was conducted by the assessor.

Recommendation Implemented: Yes

Further Follow Up: None required.

Income Data

Recommendations:

Adoption of Best Practices – High priority

It is recommended that for the 2008 assessment year and 2009 tax year, the assessor request income and expense data from all income producing properties that are rented.

Municipality's Response:

Assessor Response:

Requests for financial information were mailed to the owners of non-residential properties October 24, 2007 for a return date of December 10, 2007. While re-inspection/valuation of the non-residential properties was not initially planned, a significant review was necessary to correct both value and equity issues. Continued work will be conducted for the 2009 assessment year using the cost and income approaches to fine tune the assessments of these property types.

Follow Up:

Findings:

The assessor has requested income/expense information.

Recommendation Implemented: Yes

Further Follow Up: None required.

Valuation of Property at Market Value

Recommendations:

Compliance with Legislation and Regulations – High Priority

For the 2009 tax year, the Town of Claresholm must review the tax status of community organization property and implement an exemption policy in accordance with the Community Organization Property Tax Exemption Regulation

Adoption of Best Practices – High Priority

It is recommended that for the 2008 assessment year and 2009 tax year, the assessor develop and use the income approach as the primary approach to value for all motels/hotels, manufactured home communities, and apartment buildings. The assessor should also consider using the income approach to supplement the cost approach when valuing the other income producing properties.

Municipality's Response:

CAO Response:

We have reviewed and implemented an exemption policy in accordance with the Community Organization Property Tax Exemption Regulation for the 2009 tax year.

Assessor Response:

COPTER: Properties falling under this section of the act have been reviewed and corrected where necessary. We will continue to review these property types, working with the Town office ensure the correct and consistent adherence to this regulation.

Best Practices: All the hotels are assessed using the income approach with the other properties being assessed through a combination of the cost and income approach. Financial data received is being reviewed to ensure a proper determination and application of depreciation and any necessary obsolescence.

Follow Up:

Findings: Both the assessor and CAO have addressed the issues identified within each of the recommendations above. Exemption Bylaw number 1526 was passed on April 27, 2009.

Recommendation Implemented: Yes

Further Follow Up: None required.

Valuation of Regulated Property

Recommendations:

Compliance with Legislation and Regulations – High Priority

The assessor must review the calculations used in the preparation of the assessment for machinery and equipment properties.

Municipality's Response:

Assessor Response:

All properties (6-7) with machinery and equipment were inspected and the assessments prepared in accordance with the Minister's guidelines.

Follow Up:

Findings: The assessor has identified, inspected and assessed properties with M&E.

Recommendation Implemented: Yes

Further Follow Up: None Required.

Internal Quality Control

Recommendations:

Adoption of Best Practices – Medium Priority

It is recommended that the assessor annually create a re-assessment report as recommended in Section 4.2 of the Public Relations Module in the "Property Assessment in Alberta Handbook" and provide it to the municipality.

Municipality's Response:

Assessor Response:

Due to the significant assessment changes, there were several presentations given to council, administration and the general public. These presentations highlighted details of the assessment process, the need of a total re-inspection and valuation of all property types, and the subsequent impact on assessed values. Details have just recently been shared with the Town with regard to the MGA, Section 305-1 changes that were made this year and their respective affect on residential and non-residential assessment. Continued communication is considered to be a critical component of the annual assessment process as we share with the town details value changes, annual changes, re-inspection plans, etc.

Follow Up:

Findings: The assessor and town employees should be commended for the ongoing communication with council and ratepayers that occurred during the re-assessment process.

Recommendation Implemented: Yes

Further Follow Up: None required.

Assessment Roll Preparation and Communication

Recommendations:

Compliance with Legislation and Regulations – High Priority

The assessment notice must be updated to include the name of the designated officer with whom an assessment complaint must be filed.

Municipality's Response:

CAO Response:

We have made this change.

Follow Up:

Findings: The CAO has made the appropriate changes to the assessment notice. A copy of the assessment notice was reviewed by assessment audit and the recommendation has been implemented.

Recommendation Implemented: Yes

Further Follow Up: None required.

Market Value Property Ratio Studies

Recommendations:

Compliance with Legislation and Regulations – High Priority

The assessor must review the valuation model applied and the assessments arrived at for the improved and vacant residential property categories and ensure that all of the strata within the categories meet the regulated standards. This would ensure there is equity between groups of property within the municipality.

Municipality's Response:

Assessor Response:

Quality standards were met as evidenced through the successful loading of the Indicators of Value to ASSET April 17, 2009. The significant review of the assessment base by the general public also provided us with a good sense that market values and equity standards are at acceptable levels.

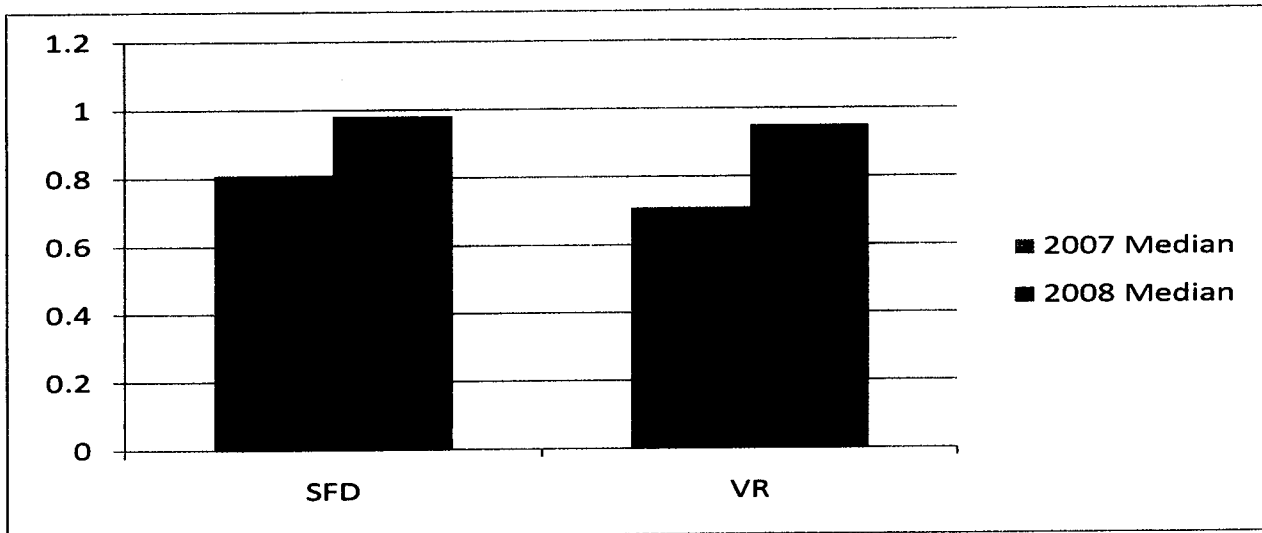
Follow Up:

Findings:

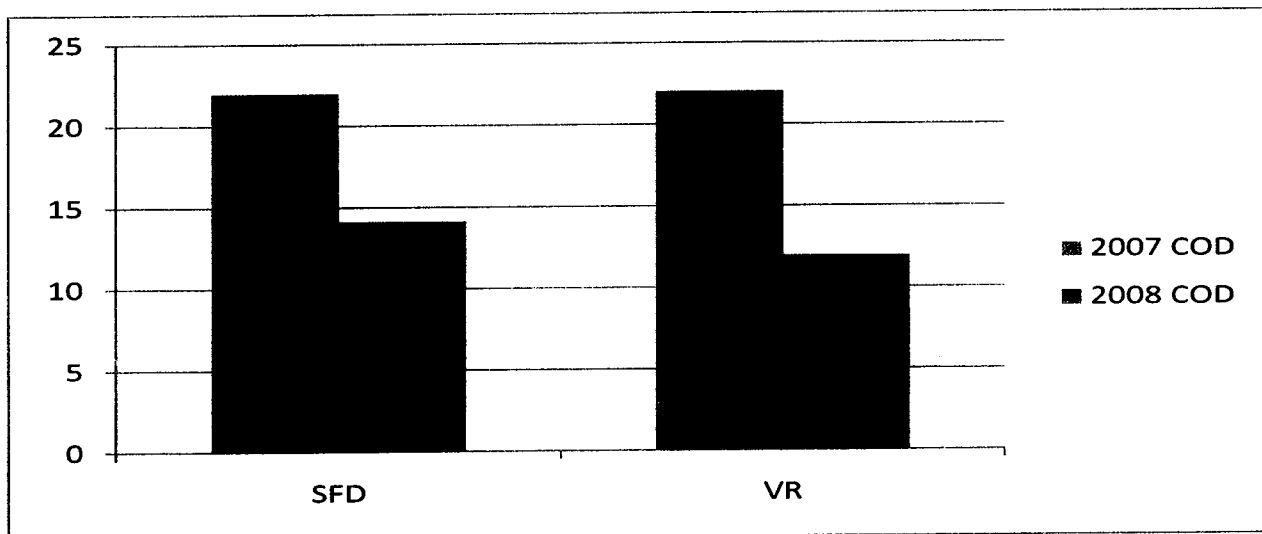
The re-assessment of the Town through a comprehensive re-inspection program and the implementation of proper valuation techniques have resulted in the 2008 assessment (2009 tax year) meeting the regulated quality standards.

Provincial regulations require that all property categories must fall within a range of 0.95 to 1.05 median assessment to sales ratio (ASR). The regulated standard for the Co-efficient of Dispersion (COD) measure requires improved residential property to have a COD of less than 15 and other property types below 20.

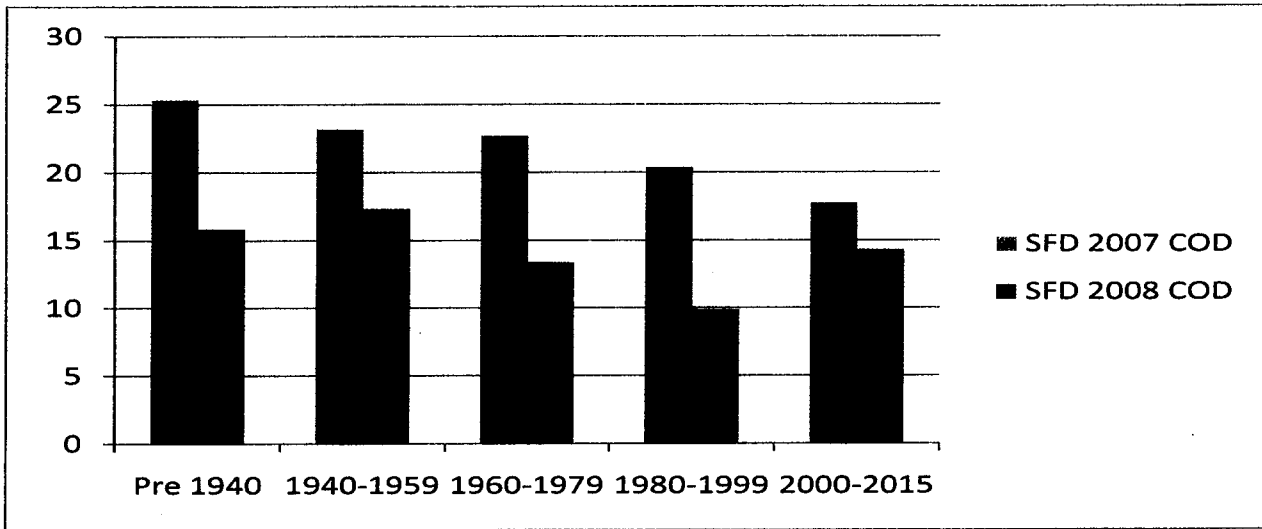
The following chart indicates the change in the median assessment to sales ratio (ASR) from the 2007 to the 2008 assessment year for both the single family dwelling (SFD) and vacant residential categories.



The following chart indicates the change in the Co-efficient of Dispersion (COD) from the 2007 to the 2008 assessment year for both the single family dwelling (SFD) and vacant residential categories (VR).



The following chart indicates the change in the Co-efficient of Dispersion (COD) from the 2007 to the 2008 assessment year for single family dwellings that were built in different year groupings. The re-assessment has resulted in a substantial increase in the quality of the assessment.



Recommendation Implemented: Yes

Further Follow Up: None required.

Conclusion

The actions taken by the Town of Claresholm to address the recommendations made within the 2007 detailed audit report are commendable. All of the recommendations made in the report have been satisfied. The commitment of the Town towards the improvement of assessment practices has resulted in a fairer distribution of taxes amongst property owners.



Royal Canadian
Mounted Police

Gendarmerie royale
du Canada

Security Classification/Designation
Classification/désignation sécuritaire

Protected "A"

RCMP Claresholm Detachment
P.O. Box 1209
Claresholm AB TOL OTO

Your File - Votre référence

Our File - Notre référence

Mayor
Town of Claresholm

Date

November 3, 2009

RE: Deployment of RCMP resources to the 2010 Olympic

Dear Sir,

I am writing you today in order to update you on the ongoing planning for the 2010 winter Olympics to be held in British Columbia in February of 2010. These Olympics will be one of the largest security challenges in Canadian history.

For several years now the RCMP has been planning to ensure that the Olympics will be a safe and secure experience for everyone. Experienced policing resources from across Canada will be deployed for various lengths of time beginning in January of 2010 and lasting until the end of February. There will be representatives from 119 police services working together including representation from all Alberta stand alone municipal police services as well as Alberta Sheriffs.

More than 500 "K" Division (Alberta) RCMP employees from various categories will be deployed to the Olympics. Many of these resources will come from non front line federally funded positions located throughout the province. Others will come from both the provincial and municipal RCMP complement.

As part of our strategic plan to ensure your community receives uninterrupted service during the deployment period the following steps have been implemented;

1. Annual leave has been cancelled during the Olympic time frame.
2. All training courses during this period have been cancelled.
3. We have been working with Alberta Justice to reduce the amount of trial time for police officers during this period.
4. Your Detachment Commander has been tasked with developing a plan and shift schedule to ensure your policing needs are met with little to no impact to your community.

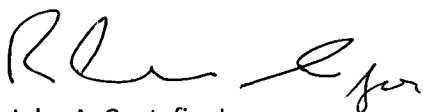
Canada

To the extent possible these initiatives will ensure that your community has sufficient frontline resources available to respond to calls for service. Normally a number of detachment personnel would be away on leave, on training or attending court. The elimination of leave and training during the Olympic period should offset the members being deployed to the Olympics. In addition, the reduction of the scheduling of trials requiring the attendance of front line members will allow them to respond to calls for service.

The RCMP has a long and proud history of major event policing. Within Alberta alone we have worked with our policing partners to coordinate the 1978 Commonwealth Games, 1983 Universiade Games, the 1988 Winter Olympics and the 2002 G8 Summit. During these times we were supported by other provinces and territories in ensuring security successes. 2010 will provide us with opportunities to continue that tradition.

In closing, I thank you for your continued cooperation in ensuring equal success for the 2010 Winter Olympics. Should you have any questions please feel free to contact your local Detachment Commander.

Yours Truly,

A handwritten signature in black ink, appearing to read "John A. Cantafio".

John A. Cantafio, Insp.
District Commander
Southern Alberta District



October 21, 2009

The Town of Claresholm
221 45 Avenue
P.O. Box 1000
Claresholm, AB
T0L 0T0

ATTN: Property Manager

Dear Sir or Madam:

RE: Telecommunications Site Lease between The Town of Claresholm and TELUS Communications Inc., effective January 1, 2001, Renewal Option

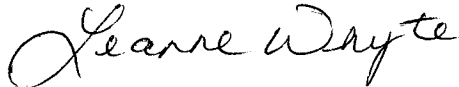
Pursuant to paragraph 1b of the subject agreement dated July 1, 2000, please consider this letter as formal notice of TELUS Communications Inc.'s intention to exercise our renewal option for a further ten years, commencing on January 1, 2011 through to December 31, 2020.

As stipulated in paragraph 1b of the Master agreement, rent payments shall be mutually agreed to by the parties. TELUS is proposing a 10% increase to \$9,900.00 per annum, slightly higher than the Canadian Consumer Price Index, at this time. Your current rent of \$9,000.00, will remain in effect through December 31, 2010.

In addition to this upcoming renewal term, TELUS is requesting one additional option to renew at the end of our upcoming renewal term. All terms and conditions of the original agreement, save the renewal term, will remain in full force and effect. If this is agreeable to you, please sign your acceptance of this below, returning one copy to me and I will forward an Amendment Document encompassing this additional renewal option and the revised rent to you, for your consideration.

Should you have any questions or concerns, please feel free to call me toll-free at 1-800-815-5715. I would also like to thank you for the consideration you have shown TELUS Mobility over the past ten years and look forward to continuing our good relations in the future.

Yours truly,



Leanne Whyte
Real Estate Manager, AB
TELUS Real Estate
3030 2nd Avenue SE
Calgary, AB T2A 5N7
Tel: 403-387-4162
Fax: 403-387-4921
Email: leannewhyte@telus.com

Approved this _____ day of _____, 2009	
_____	_____
Signature	Authorized Signatory



TELUS MOBILITY
a division of Telus Communications Inc.
2E, 3030 2nd Ave SE
Calgary, T2A 5N7

July 4, 2000

The Town of Claresholm
221 45 Avenue West
Box 1000
Claresholm, Ab, T0L 0T0

Attn: Larry Flexhaug

RE: Cellular Site Renewal Contract
Claresholm

Dear Larry,

Please find enclosed 2 Cellular Site Renewals. Please have both copies executed, retain one for your records and return the other one in the envelope that has been provided.

Please note point 6 of the contract. This is included to make provision for the 6 months increase in rent that is owed.

Once we have received the executed renewal contract, arrangements will be made to increase the rate plans on both 625-0201 and 625-0202 to 400 free minutes of air time each month, plus free evenings and weekends. Arrangements will also be made to provide you with 2 additional phones with the above same packages.

If you have any questions please do not hesitate to contact the writer at 530-0433.

We look forward to many years of continued business

Yours truly,
TELUS Mobility Inc
A division of Telus Communications Inc.


Charlene McKenzie
Project Management and Real Estate Assistant

Also includes
625-0200
625-0917

THIS AGREEMENT EFFECTIVE THE FIRST DAY OF JULY, 2000 (the "Effective Date")

BETWEEN:

**TELUS MOBILITY, a division of
TELUS COMMUNICATIONS INC.**
(herein referred to as "TELUS")

OF THE FIRST PART

- and -

THE TOWN OF CLARESHOLM
(herein referred to as the "Lessor")

OF THE SECOND PART

WHEREAS:

- A. The Lessor is the owner of the property legally described in Schedule "A" attached hereto (the "Property").
- B. By a lease agreement dated January 29, 1996 (the "Lease") the Lessor granted to TELUS Mobility Inc. (formerly AGT Mobility Inc.) a lease to use a portion of the Property as more particularly described in the Lease for the purpose of constructing, maintaining and operating a telecommunications tower and equipment as described in the Lease;
- C. On January 1, 1999, TELUS Mobility Inc. amalgamated with TELUS Communications Inc. and TELUS Communications (Edmonton) Inc., with the amalgamated corporation being known as TELUS Communications Inc.;
- D. TELUS and the Lessor have agreed to renew the Lease on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the foregoing, the covenants herein contained and for consideration which the parties acknowledge to be sufficient, the parties covenant and agree as follows:

- 1. The parties acknowledge and agree that the Lease is renewed for a term of Ten (10) years commencing on January 1, 2001 and, subject to earlier termination as provided in the Lease, terminating on December 31, 2010 (the "Term") on the same terms and conditions as the Lease except as follows:

(a) The rent for the Term shall be

Lease Years 1-5	\$7,000.00 (Seven Thousand Dollars)
Lease Years 6-10	\$9,000.00 (Nine Thousand Dollars)

annually (the "Rent"). Where the Rent is payable annually, the Rent is to be paid in advance on or before the commencement of the Term and thereafter on or before the anniversary date of the commencement of the Term. Where the Rent is payable

RM

monthly, the Rent is to be paid in advance on or before the first of each month during the Term. In addition to the

Rent, TELUS shall pay any sales, excise or goods and services taxes that may be imposed by a competent government authority in respect of the Rent and which shall be paid by TELUS to the Lessor in addition to the Rent, at the same time and in the same manner as the Rent.

(b) Clause 25 of the Lease is deleted and replaced with the following:

Provided TELUS has complied with all of its obligations under this Agreement, TELUS shall have a right to renew this Agreement for an additional renewal term of Ten (10) years under the same terms and conditions as this Agreement except as to:

- (a) this renewal provision, and
- (b) the amount of the Rent, which shall be mutually agreed to by the parties.

2. This Agreement shall be effective as of the Effective Date.
3. The parties acknowledge that as of the Effective Date the Lease is in full force and effect and is unamended, except as expressly set forth in this Agreement.
4. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable in the Province of Alberta.
5. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.
6. The Town of Claresholm, having given permission for TELUS to replace the Claresholm tower effective July 1, 2000, shall be compensated by TELUS in the amount of \$1,000.00 (One Thousand Dollars) as a one time payment.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this _____ day of _____, 2000.

TELUS MOBILITY, a division of
TELUS COMMUNICATIONS INC.

PER: R. Markley
(Signature)

Rob Markley
3030 - 2nd Avenue
Calgary, Alberta, T2A 5N7
Phone No: (403) 530 1359
Fax No: (403) 235 6187

2000-07-14
(Date)

THE TOWN OF CLARESHOLM

PER: [Signature]
(Signature)

E. R. PATTERSON
(Printed Name)

PER: [Signature] CAU
(Signature)

HARRY FLEXHAUG
(Printed Name)

#221 - 45 Avenue West, P.O. Box 1000
Claresholm, Alberta

TOL 0T0
Tel: (403) 625-3381

Fax: (43) 625-3869
R 108125667

(GST Registration No.)
Aug 21, 2000

(Date)

Rm

SCHEDULE "A"

Legal description of the Property:

PLAN 147N
BLOCK B
LOTS 26 AND 27
EXCEPTING THEREOUT ALL MINES AND MINERALS

CUSTOM RIGGERS (1988) LTD.

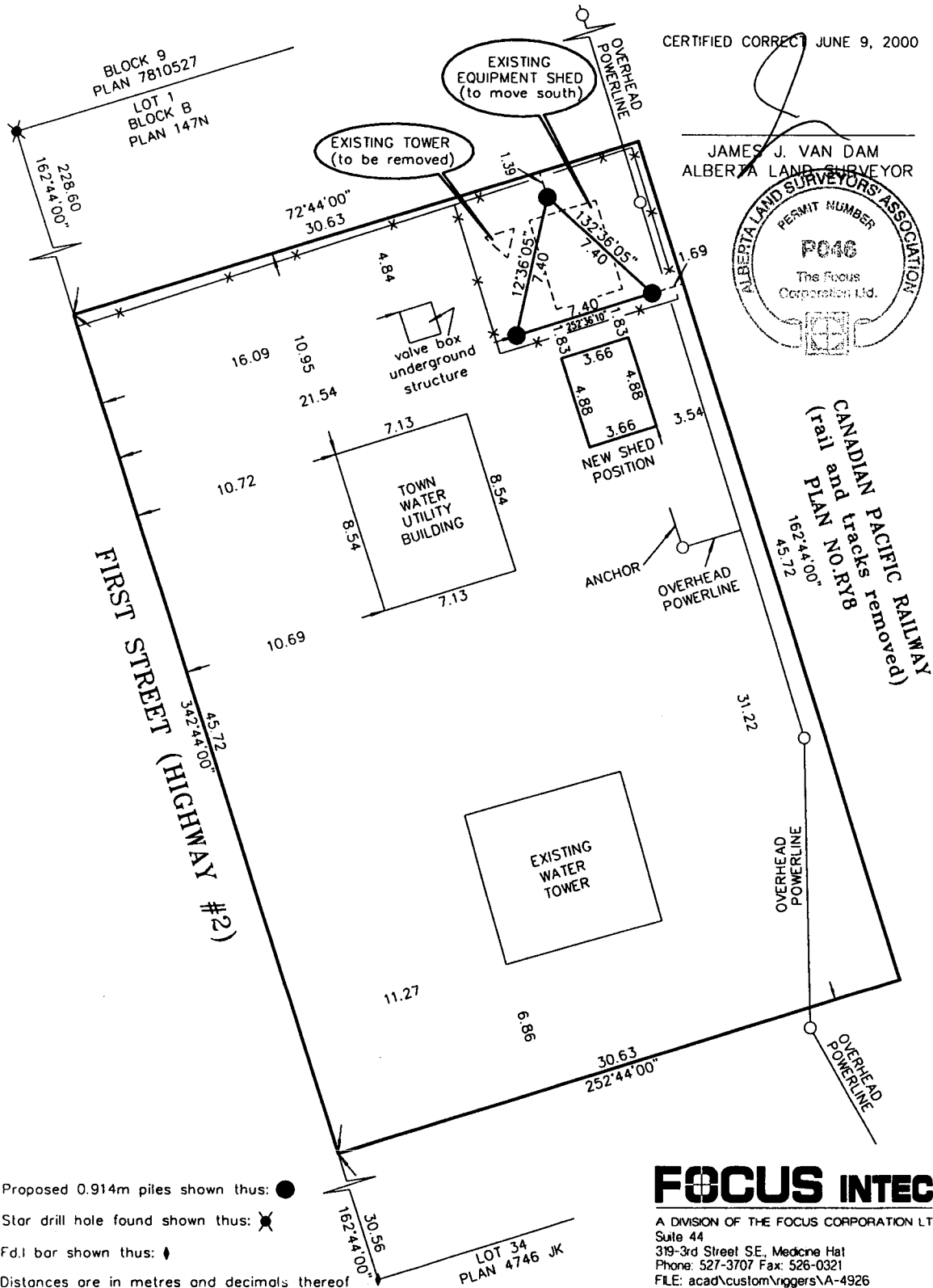
CLARESHOLM, Alberta

Proposed Tower Site on

Lots 24 to 30 inclusive Block B Plan 147N

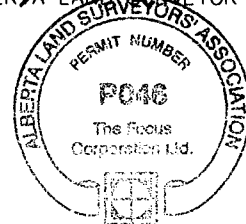


Scale 1:250 (metric)



CERTIFIED CORRECT JUNE 9, 2000

JAMES J. VAN DAM
ALBERTA LAND SURVEYOR



Proposed 0.914m piles shown thus: ●
Star drill hole found shown thus: ✱
F.d.I bar shown thus: †
Distances are in metres and decimals thereof

FOCUS INTEC
A DIVISION OF THE FOCUS CORPORATION LTD
Suite 44
319-3rd Street SE, Medicine Hat
Phone: 527-3707 Fax: 526-0321
FILE: acad\custom\riggers\A-4926



October 23, 2009

TOWN OF CLARESHOLM
Box 1000
Claresholm, AB, T0L 0T0

Re: 2010 Support Agreement

Dear Kris:

You will find 2 copies of your 2010 Support Agreement, please sign and return one copy to MuniWare. There will be no increase to the Support Payment for the 2010 calendar year. However there have been significant changes made to the Support Agreement. Please read carefully and note that these changes will be implemented on January 1, 2010.

Included is a copy of your pre-year-end procedures. Please verify that all your sub-ledgers are in balance as this will help to ensure a smooth year-end. This year we have included a Sign Off Form for you to verify that your system does balance. We would like you to fax or email this form back to MuniWare prior to November 13, 2009. By doing this, we will know if you are in balance or if you require assistance. You may also download the procedures from our website logging in with your user name and password. **Please Note:** All users names have been changed to the users email address. Passwords have remained the same. If you have not set up a password contact Karen at MuniWare to do so.

If you have any questions or concerns regarding your Support Agreement or pre-year-end procedures, please contact the office.

Yours truly,

Current 867.34 / month
Proposed 806.04 / month

Brandi Whiting

Brandi Whiting
CEO/Director of Operations

MUNICIPAL INFORMATION SYSTEMS INC.

Municipal Software Support Agreement

**THIS AGREEMENT MADE THIS _____ DAY OF _____
AT THE _____, IN THE PROVINCE OF ALBERTA.**

BETWEEN:

**Municipal Information Systems Inc.
(Hereinafter referred to as "MuniWare")**

-and the-

**TOWN OF CLARESHOLM
OF THE SECOND PART**

WHEREAS, MUNIWARE will supply the following support in conjunction with MuniWare software;

1. Phone support between the hours of 7:30 A.M. and 5:30 P.M. Mountain Standard Time Monday through Friday except Statutory Holidays while this support agreement is in force.
2. Minor releases to MuniWare Software include the provision of error corrections and/or updates from time to time at no additional charge while this support agreement is in force. Minor releases or updates are reflected by a change in the second digit of the rev number (right of the decimal), in most cases.
3. Modem/Internet Support for MuniWare Software while this support agreement is in force.
4. Maintenance and Support will be provided only with respect to versions of the Software that are being supported by MuniWare.
5. Custom enhancement will be considered and evaluated with the development of additional upgrades and/or additions to the software for your specific use and will respond to your requests for additional services pertaining to the software (e.g. Data conversion, additional functionality, additional reports, and report-formatting assistance). MuniWare will not undertake additional custom enhancements without first providing you with a cost estimate of the work and receiving a signed work order for the upgrade. In addition MuniWare retains exclusive ownership of all customizations and reserves the right to include customizations in future releases of the software.
6. **ON-SITE ASSISTANCE:** At MuniWare's discretion, MuniWare can decide to provide Maintenance and Support at the Customer Site. In such event Customer will reimburse MuniWare for all related traveling expenses and costs for board and lodging.

This Software Support Agreement only includes software that was manufactured exclusively by MUNIWARE and includes our Municipal Information Systems Inc. (MuniWare) product picture. Items not covered under this support agreement include, but is not limited to the following:

1. Accounting procedures including reconciliation and account balancing.
2. Database manipulations including the retrieval of lost or deleted database items.
3. Correcting errors resulting from improper use of the software.
4. Training of new employees or re-training of existing employees.
5. Any work that requires MUNIWARE personnel to be on the client site.
6. Data file conversions.
7. If Patches are not downloaded and installed in correct sequence and date an error may occur due to missing information from a previous patch.
8. MuniWare is not responsible for the installation of our software on computers that do not meet our requirements.
9. Loss of installation CD can be replaced at a cost of \$25.00 plus GST.
10. Improper installation by Municipality or use of the Software that deviates from any operating procedures established by MuniWare in the applicable Documentation.
11. Modification, alteration, addition or attempted modification, alteration or addition of the Software undertaken by persons other than MuniWare or MuniWare's authorized representatives.

If any of the above work is necessary, a separate billing will be issued detailing work performed and billed in ¼ hour segments at the following rates:

Labour (in-house)	\$ 85.00 per hour plus GST
Labour (on-site)	\$120.00 per hour plus GST
Travel Time	\$ 50.00 per hour plus GST
Mileage	\$ 0.50 per km plus GST
On / Off Site Training	\$500.00 per day plus GST
Subsistence	At Cost

RESPONSIBILITIES OF THE TOWN OF CLARESHOLM. MuniWare's provision of Maintenance and Support to the **TOWN OF CLARESHOLM** is subject to the following:

1. The **TOWN OF CLARESHOLM** shall provide MuniWare with access to Customer's Personnel and Equipment during normal business hours. This access must include the ability to dial-in to the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software.

2. The **TOWN OF CLARESHOLM** agrees to have installed on the server 1 copy of AccessXP so that remote support can be done. Make available on the Server a Modem that can be used in conjunction with Bomgar for those who are not on high speed internet.
3. The **TOWN OF CLARESHOLM** shall provide supervision, control and management of the Use of the Software. In addition, the **TOWN OF CLARESHOLM** shall implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software.
4. The **TOWN OF CLARESHOLM** shall document and promptly report all errors or malfunctions of the Software to MuniWare. MuniWare shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from the **TOWN OF CLARESHOLM**.
5. The **TOWN OF CLARESHOLM** shall maintain a current backup copy of all programs and data.
6. The **TOWN OF CLARESHOLM** agrees not to use or transfer the prior versions of the software but to destroy or archive in the proper manner.
7. The **TOWN OF CLARESHOLM** shall properly train its personnel in the Use and application of the Software and the Equipment on which it is used.
8. The **TOWN OF CLARESHOLM** must return a signed Municipal Software Support Agreement prior to agreement commencement date in order to receive continued support.

The **TOWN OF CLARESHOLM** agrees to pay a support/maintenance fee of \$ **826.04** per month for the 2010 calendar year which entitles Customer to all Updates and Minor Updates of the Software which have been released during the same period. The Maintenance Fee is due and payable in full in advance within thirty (30) days after the date of delivery of the Software. Any amounts outstanding after thirty (30) days will be subject to interest of 1% per month, which will be immediately due and payable. Any additional Software purchased subsequent to the signing of this Agreement will be prorated and billed separately. Payments will be due and payable on receipt of MUNIWARE invoice for said support. It is also acknowledged that additional support must be purchased for all MUNIWARE Software owned and in use.

The **TOWN OF CLARESHOLM** may terminate this Agreement by giving 3 months written notice of such termination. Notwithstanding the above termination, this agreement must be renewed each year.

This Agreement will commence on the first day of January 2010.

Each party acknowledges that they have read this Agreement they understand the Agreement and agree to be bound by its terms.

TOWN OF CLARESHOLM

Municipal Information Systems Inc.

Chief Elective Officer

Brandi Whiting

Brandi Whiting
CEO, Director of Operations

Chief Administrative Officer

Kris Holbeck, CA

October 27, 2009

Chief Administrative Officer

Town of Claresholm

P.O. Box 1,000

Claresholm, AB

TOL 0T0

Re; 28 Saskatchewan Crescent, Lot 3

I am writing with regards to your letter dated October 22, 2009. I purchased two lots from the town in 2008. I accepted the "Option to Purchase" clause added by the town because I understand that the reason for this clause is to prevent hoarding or speculation of lot sales. This was never my intention.

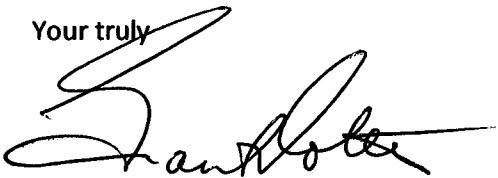
I immediately commenced construction on lot 16 and this property is now for sale/lease. My plan is to build on lot 3 after lot 16 is sold or leased. However, due to the current economic environment sales and leasing activity is very slow.

I believe that I should not be placed in a loss position by the Town because of the current market conditions which are beyond my control. I believe the town should grant me an extension until the economy improves and I can continue with my original plan. If the town insists on taking back the lot then the Town should compensate me the full original purchase price and closing costs.

I still plan to build on lot 3 once the economy improves and will build an attractive and functional space.

Should you have any questions my phone number is 403-870-4953.

Your truly

A handwritten signature in black ink, appearing to read "Grant Potter", written over a horizontal line.

Grant Potter

President

Summer Places Limited

500, 530-8th Avenue S.W.

Calgary, Ab, T2P 3S8

Twn_Claresholm_Oct _26_09

November 19, 2009

Via: Hand Delivery

Attention: Municipal Planning Commission & Town Council

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

Re: Policy #85 – Bylaw 1525

To Whom It May Concern:

I would like to propose a change or exemption to the \$2,000 per house deposit required by Policy# 85 to Bylaw #1525.

Policy Purpose:

I believe the underlying intent is for the Town to have recourse on people undertaking development to conform to the Town Bylaws.

Problem:

SRD agrees with the Town's underlying purpose. However, \$2,000 over and above fees per start could add up to a burdensome amount with multiple starts for a developer/builder and act as a building constraint. Moreover, additional costs will raise the cost of new housing and the trickle down effects of affordability factors in attracting people from the cities.

Saddle Ranch takes the following pertinent steps to meet the Town's underlying purposes:

- Full construction drawings before starting that meet all the Town Requirements
- Property surveyed and staked by qualified surveyor before excavation
- Home inspected by both National Home warranty over and above Superior inspection through construction process
- Internal controls for garbage, architectural controls.
- Real Property Report to ensure Compliance at completion.
- Landscaping is a necessity in the marketing/beautification of SRD's developments.

Municipal Planning Commission / Town Council

RE: Policy #85 – Bylaw 1525

November 19, 2009

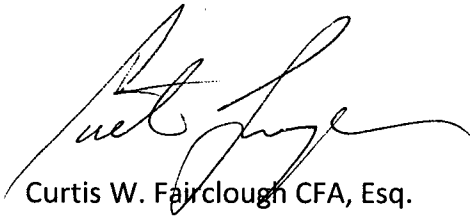
Page 2

Proposal:

That qualified builders such as SRD can make an exemption proposal. If the Town Development Dep't feels that SRD is not meeting its obligations then the exemption will be removed and further homes will require the full \$2,000 deposit.

Thank you for your time.

Very truly yours,



Curtis W. Fairclough CFA, Esq.

TOWN OF CLARESHOLM MUNICIPAL PLANNING COMMISSION

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



Comments on the Saddle Ranch Developments letter, dated Nov 19th, 2009; Regarding Policy 85 – Development Deposits

Recommendation:

The Town of Claresholm Municipal Planning Commission finds that there is no cause to review the process related to the Development Deposits in Policy 85.

Purpose of a Development Deposit:

To cover the costs of any damage to municipal property and/or infrastructure and as security to ensure that the conditions of the permit are adhered too; this includes the completion of the project.

Typical Condition of Approval (Single Family Dwelling):

Pursuant to the Town of Claresholm Land Use Bylaw No. 1525 and Policy 85 – Development Fee Schedule the applicant shall provide either:

- a) An irrevocable letter of credit, or
- b) A deposit,

In the amount of \$2,000 to the Town of Claresholm to cover the costs of any damage to municipal property and/or infrastructure and as security to ensure that the conditions of the permit are adhered too. The security may be refunded in stages corresponding with the completion of the project:

- a) \$750 – Adherence to the site plan is demonstrated.
- b) \$750 – Final grades are achieved and demonstrated.
- c) \$500 – Completion of landscaping and building exterior.

Municipal Planning Commission Considerations:

1. The Development Deposit can be in the form of an irrevocable letter of credit, which the Development Department has in template form to provide to the applicants financial institution. The MPC's understanding of the irrevocable letter of credit is that it goes against an applicant's credit, versus a cash/cheque deposit.
2. To create a separate standard for the builder/developer versus all other applicants creates a double standard that may cause enforcement problems in the future.
3. All early indications from the Development Department indicate that the current system for development deposits, as established in Policy 85 is working properly and achieving the desired outcomes.



November 6, 2009

Town of Claresholm
Box 1000
Claresholm, Alberta
T0L 0T0

Attention: Kris Holbeck,

Dear Kris,

**RE: NO PARKING STALLS
5005 - 2ST W. CLARESHOLM**

We here at ATCO Gas are requesting a no parking anytime in front of our office.

We have a manhole which needs to be accessed in case of an emergency to shut off the gas. It would be the two stalls closest to the North Lane (please see attached sketch) to the middle of the office.

We look forward to your response at your earliest convenience.

Rob MacOdrum
ATCO Claresholm Branch #704

403-625-3445(ph)
403-625-0729 (fx)

ATCO Gas a division of ATCO Gas & Pipelines Ltd.
10035 - 105 Street, Edmonton, Alberta, Canada T5J 2V6
Tel: 780-420-7211 Fax: 780-420-7400
www.atcogas.com

Town of Claresholm

I recommend that Atco gas be allowed to designate one stall Atco Gas parking only, this is the stall with the manhole. They provide signage and they will have to enforce. Usually stall will be occupied with their staff.

M. Schuh

Infrastructure

Street Text

Street Centreline

Airport

Adjacent Roads

Title Linework

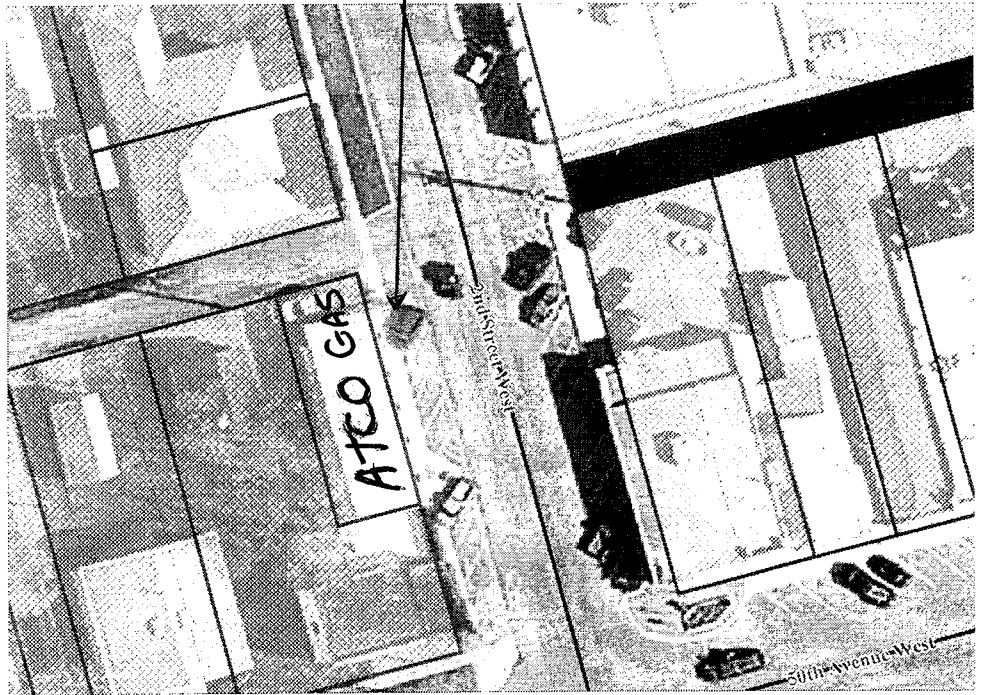
ROLL NUMBER QUESTIONS

Common Property

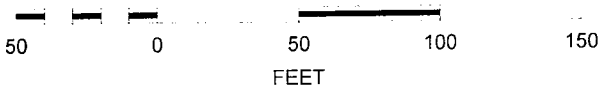
No Roll Number

Parcels

Orthophoto - May 3, 2005



SCALE 1 : 812



N



1

THIS AGREEMENT made effective the _____ day of _____, 20_____.

BETWEEN:

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

OF THE FIRST PART

AND:

The Pipeline Water Co-op Ltd., being a water cooperative under the **Rural Utilities Act**, (hereinafter referred to as the "Co-op")

OF THE SECOND PART

WATER CONVEYANCE AND SUPPLY AGREEMENT

WHEREAS the Co-op desires to enter into a contract with Claresholm for the conveyance and supply of potable water in order to permit the Co-op to provide potable water to its members;

AND WHEREAS Claresholm has agreed to convey and supply potable water to the Co-op at the Meter Vault location (see Schedule A);

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

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

ARTICLE 1- DEFINITIONS

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

- a) "Agreement" means this agreement as the same may be amended from time to time and the expressions "herein", "hereof", "hereto", "above", "below" and similar expressions if used in any article, section or paragraph of this agreement refer to this agreement including the Schedules hereto and do not refer solely to a particular article, section or paragraph unless specifically stated herein;
- b) "Annual Maximum Quantity" means the maximum volume of water flowing through the meter vault over a one year period. Annual Maximum Quantity is 3.375 acre feet or 4,163 cubic meters;
- c) "Best Efforts" means, in relation to the performance of an obligation, efforts that are sensible and practical and involve the exercise of reasoned and sound judgment, having regard to all of the relevant circumstances;
- d) "Claresholm System" means the treated water pipeline from the South Water Treatment Plant (SWTP) to the west meter vault location situated at the water booster station on Secondary Highway #520, which includes all real and personal property of every kind, nature and description including all pumps, pipelines, valves, appurtenances, pumping stations, meters, filtration and treatment facilities owned by Claresholm as described in Schedule B – "Claresholm System";

- e) "Claresholm Representative" means the Chief Administrative Officer for Claresholm;
- f) "Connection Point" means the point(s) of delivery which is the "water meter vault";
- g) "Co-op Representatives" means the President of the water co-operative;
- h) "Co-op System" means the water transmission system from the west water meter vault westerly to the nine co-op members which includes all real and personal property of every kind, nature and description including all pipelines, valves, appurtenances and metering facilities owned by the co-op as described in Schedule C;
- i) "Effective Date" means the date hereof;
- j) "Emergency" means a sudden and unexpected condition affecting the ability for the Claresholm System to provide service and requiring immediate action including but not restricted to a water shortage, equipment or System failure or breakdown, and electrical outages;
- k) "Event of Default" means when one party to this Agreement neglects or fails to observe, perform or comply with any of its obligations or covenants pursuant to this Agreement, and:
 - i) Such neglect or failure is not cured within thirty (30) days after being required in writing to do so by the other party, or
 - ii) If such neglect or failure is not capable of being cured within thirty (30) days as aforesaid but can be cured within a commercially reasonable period of time by a commercially reasonable effort by such party, such party has not commenced to cure such neglect or failure within the said thirty (30) day period and has not continued to effectively and diligently cure such neglect or failure within such commercially reasonable period of time;
- l) "Force Majeure" means any act of God, major storms, strike, civil disturbance or any similar major event or occurrence not within the control of a party and which by the exercise of due diligence by such party could not have been prevented, but lack of funds on the part of such party shall be deemed not to be a Force Majeure;
- m) "Interest" means the percentage of interest established by Claresholm Council in the "Utilities Penalties Bylaw" to be added against overdue accounts from time to time and calculated and compounded yearly
- n) "Operating Pressure" means 55 psi at the Connection Point;
- o) "Pro-rata" means "in proportion, referring to a share to be received or an amount to be paid based on the fractional portion of value, such as ownership, responsibility or time used.
- p) "Term" means the term of this Agreement commencing on the Effective Date and expiring on December 31, 2014, subject to the provisions for earlier termination contained herein and any renewals or extensions hereof;
- q) "Unit Price" means the metered water rate calculated at 5% above the annual cost of water at the distribution point at Claresholm contemplated in Article 8 herein;
- r) "Water" means the water which has been conveyed, treated and supplied to the Co-op by Claresholm which is the same quality of potable water as that potable water provided by Claresholm within its boundaries;
- s) "Water Cooperative" means the water cooperative of nine members only formed as The Water Pipeline Co-op Ltd.; and
- t) "Water Meter Vault" means the water meter vault to be constructed by the Co-op and located at SW 28-12-27-W4M, including chambers, appurtenances, controls, heating,

venting, lighting and drainage systems, access roads, fencing and gates, land, easements and rights of way. An aerial photograph indicating the location of the "water meter vault" is shown in Schedule "A".

ARTICLE 2 - TERM

- 2.1 The Term of this Agreement is from the Effective Date to December 31, 2014, subject to the provisions for earlier termination contained herein and any renewals or extensions hereof.
- 2.2 This Agreement shall be automatically renewed for an additional term of five (5) years upon the same terms and conditions contained in this Agreement, including the right to further renew this Agreement, unless:
- a) Written notice is given by one party to the other parties indicating that the first party wishes to renew this Agreement upon different terms and conditions; or
 - b) Written notice is given by one party to the other parties indicating that the first party does not wish to renew this Agreement; and
 - c) In either case, written notice is given not later than six (6) months prior to the expiry of the initial term described in Section 2.1 above.
- 2.3 This Agreement may be terminated:
- a) By any party prior to the expiration of the Term immediately upon delivery of written notice to the other parties in the event of the occurrence of an Event of Default with respect to any other party; or
 - b) By the Co-op prior to the expiration of the Term by delivering not less than six (6) months' written notice to that effect to the other parties.
- 2.4 Termination of this Agreement pursuant to the provisions of this Article shall not limit in any way the recourse to any remedies available to any party at law, equity or otherwise.

ARTICLE 3 - SUPPLY AND PURCHASE

- 3.1 During the Term and pursuant to the terms of this Agreement, Claresholm shall:
- a) Use its Best Efforts to make Water available for delivery to the Co-op at the Connection Point;
 - i) to an aggregate amount of the Annual maximum quantity;
 - ii) at the Operating Pressure; and
 - iii) meter the water conveyed to the Co-op pursuant to this Agreement at the Connection Point.
- 3.2 During the Term and pursuant to the terms of this Agreement, the Co-op shall:
- a) ensure only the nine original members of the water cooperative (See Schedule D) are allowed to hook onto the Co-op system and that no additional members are added;
 - b) ensure that no co-op member diverts water to a non-member of the co-op;
 - c) be entitled to draw water up to the Annual Maximum Quantity as defined;
 - d) the Co-op shall not exceed their Annual Maximum Quantity;
 - e) not draw water into the Co-op System from any other source;
 - f) ensure that Claresholm is the sole supplier of potable water to the Co-op;
 - g) not connect the Co-op System with any water supply system other than the Claresholm System;

- h) not permit connections between the Co-op System and any raw water or non-potable water supplies;
 - i) use Best Efforts to ensure that no contamination, pollutants, foreign matter or like materials enter the Co-op Water System;
 - j) not install pumping equipment, valves or other like devices which may interfere with the Claresholm System or which may create noise, pressure surges and other similar disruptions to the Claresholm System;
 - k) be solely responsible for the maintenance and operation of the Co-op System; and
 - l) ensure that chlorine residuals in the Water supplied by the Co-op to their customers are in accordance with the requirements of Alberta Environment.
- 3.3 The Co-op will ensure that the connection to the Co-op System within the MD's boundaries will be required to install and maintain an annually certified Alberta Water Wastewater Association backflow prevention device. The Co-op will have the backflow prevention device located in the meter vault tested annually by a certified plumber and provide a copy of the testing report to the Town within one month of testing.
- 3.4 The Claresholm will use Best Efforts to supply the Co-op with Water pursuant to the terms of this Agreement.
- 3.5 The parties acknowledge and agree that Claresholm is not liable to the Co-op nor to anyone claiming through the Co-op if Claresholm is unable to supply Water due to a lack of Water availability due to a Water shortage or Water restrictions. In the event of a Water shortage or Water restrictions, the parties agree that the available Water will be shared by the parties on a pro-rata basis for household and domestic use.

ARTICLE 4 - WATER SHORTAGES

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

ARTICLE 5 - OWNERSHIP OF THE CLARESHOLM SYSTEM

- 5.1 All water mains, metering facilities, associated piping, connections to the Claresholm System and related equipment installed by Claresholm shall remain the property of Claresholm. The Co-op shall at all times provide Claresholm with unrestricted access to the above-noted equipment, all other components of the Claresholm System located on the Co-op System property from time to time in order that Claresholm may properly perform all of its obligations hereunder.
- 5.2 Upon completion of the construction of the Water Meter Vault, all title and ownership to the aforesaid water meter vault shall remain with the Co-op, but all meters and flow recording equipment shall be installed by the Co-op and transferred to Claresholm at no cost to Claresholm;
- 5.3 The Co-op specifically acknowledge and agree that none of the Claresholm System constitutes any part of the Co-op System and vice versa.

ARTICLE 6 - CONSTRUCTION AND OWNERSHIP OF THE WATER METER VAULT

- 6.1 At their sole cost and expense, the Co-op are responsible for constructing the Water Meter Vault on or before December 31, 2011.

- 6.2 All title and ownership in the Water Meter Vault including chambers, appurtenances, controls, heating, venting, lighting and drainage systems, access roads, fencing and gates, land, easements and right-of-ways shall remain with the Co-op, but all meters and flow recording equipment shall be installed by the Co-op and transferred to Claresholm, at no cost to Claresholm, upon occurrence of the following events:
- a) The completion of construction of water meter vault;
 - b) The lapse of at least ONE (1) YEAR from the date of issuance of a construction completion certificate issued to the Co-op, and
 - c) The expiry of all and any maintenance agreement in existence as between the Co-op and the Contractor or Contractors constructing the aforesaid water meter vault.
- 6.3 Notwithstanding anything in this Agreement, if Claresholm annexes the lands upon which the Water Meter Vault is located, Claresholm shall have the option to assume the immediate ownership and control of the Water Meter Vault and any portion of the 200 mm diameter water feedermain lying within the annexation area, all at no cost to Claresholm. No connections shall be made to this portion of the 200 mm diameter water feedermain until the meter vault is moved to the Town of Claresholm boundary line at the expense of Claresholm. At any time after taking title and ownership of the Water Meter Vault, Claresholm is solely responsible for the operation and maintenance of the Water Meter Vault including any relocation thereof.

ARTICLE 7 - METERING EQUIPMENT ACCURACY

- 7.1 The accuracy of the metering equipment at the Connection Point shall be the responsibility of Claresholm and the metering equipment at the Connection Point shall be verified by Claresholm upon receipt of the written request of the Co-op, provided that a period of no less than twelve (12) months has elapsed since the most recent verification of such metering equipment. The Co-op shall have the right to have a representative present to witness such verification.
- 7.2 If, upon any verification, the metering equipment is found to be outside a range of 97.5% to 102.5% of the actual Water volume that passes through the meter, previous readings of such metering equipment shall be adjusted in accordance with Section 7.3, herein, in computing the volumes being metered and such equipment shall be adjusted properly at once to record accurately.
- 7.3 If the metering equipment is out of service, out of repair or outside the limits specified in Section 7.2 so that the volume being metered is not correctly indicated by the reading thereof, the volumes attributable to the period shall be estimated on the basis of the best available data using the first of whichever of the following methods is feasible:
- a) By using the registration of any other metering equipment of the Co-op if installed and accurately registering;
 - b) by accounting for and adjusting by the calculated error if the percentage of error is ascertainable by calibration, test or mathematical calculations; or
 - c) by estimating the volume based upon the most recent deliveries under similar conditions, taking into account any changes in volume that have occurred since the period when the metering equipment was registering accurately.

ARTICLE 8 - RATES AND BILLING

- 8.1 The Co-op shall pay for Water at the Unit Price on the basis of volume metered at the Connection Point.

Calculation of the unit price shall be limited to all costs incurred by Claresholm, to supply, transport, and treat water from Pine Coulee Reservoir to the water meter vault. These costs

would include, but not be limited to administration, operation and maintenance, debenture repayment and meter vault calibration costs.

Costs specific to Claresholm such as the highway water reservoir and pump station, water distribution system operation and maintenance costs, such as residential and commercial metering and billing, will not be included within the Unit Price.

Costs will, however, include any future water system upgrades as required by Alberta Environment.

- 8.2 Claresholm shall provide the Co-op with a bimonthly invoice showing the amount of Water metered, the Unit Price and the amount due and payable to Claresholm. The Co-op will be responsible for determining the amount owing by its members and shall bill its members accordingly.
- 8.3 The Co-op shall pay Claresholm all amounts due within thirty (30) days of receipt of Claresholm's invoice. If any invoice is not paid within thirty (30) days of receipt as aforesaid, any unpaid amount will attract Interest from the invoice date until payment of such unpaid amount has been received by Claresholm.
- 8.4 Claresholm shall notify the Co-op three (3) months in advance of any change in the unit price.

ARTICLE 9-SUSPENSION OF SERVICE

- 9.1 The maximum annual quantity allowed is 3.375 acre feet per year. If and when usage approaches, reaches, and exceeds the maximum annual quantity, the following process will occur:
- a) If usage reaches 3.0 acre feet, the Co-op will be sent a formal notice by the Town that they are approaching their maximum annual quantity;
 - b) If usage reaches 3.375 acre feet (the maximum annual quantity), the Co-op will be sent a formal notice by the Town that they have reached their maximum annual quantity and that all usage from 3.375 acre feet to 3.5 acre feet will be invoiced at five (5) times the unit price;
 - c) A formal notice will also be sent stating that if the Co-op reaches 3.5 acre feet that the turnout will be shut off until January 1st of the following calendar year; and
 - d) When usage reaches 3.5 acre feet the turnout will be closed until January 1st of the next calendar year. At January 1st the water valve will be reopened for use by the Co-op up to their maximum annual quantity allocation.
- 9.2 In the case of an Emergency, Claresholm may interrupt the Water supply to the Co-op for as long as is reasonable in view of the circumstances contributing to the Emergency. Claresholm shall determine when an Emergency exists using reasonable judgment and shall take whatever steps are reasonably necessary to meet the Emergency. Claresholm shall provide notice of the interruption to the Co-op as soon as reasonably possible. Claresholm shall use Best Efforts to ensure that any service interruption is as short in duration as circumstances permit and will keep the Co-op apprised of all emergencies with timely communications.
- 9.3 Claresholm agrees to use Best Efforts to supply a regular, uninterrupted supply of Water to the Co-op as required by this Agreement, however, Claresholm shall not be liable to the Co-op or anyone claiming through the Co-op for any damages, claims, loss, costs, charges and expenses, of any nature or kind whatsoever relating to any partial or absolute interruption or cessation in the supply of Water under the terms of this Agreement unless due to the negligence or willful misconduct of Claresholm, its employees, agents or others for whom Claresholm is responsible at law.
- 9.4 That Claresholm shall be relieved from all responsibility in the case of a disruption of service under the circumstances which include but are not limited to:

- a) Strikes;
- b) Electrical Outages; Repairs and maintenance of the waterworks system or any essential part thereof;
- c) Breakdown beyond the control of Claresholm, of the waterworks system or any essential part thereof;
- d) Force Majeure.

ARTICLE 10 - REPAIRS, MAINTENANCE AND REPLACEMENTS

- 10.1 Claresholm may interrupt or curtail Water supply service to the Co-op for periods of time as it may reasonably require for the purpose of effecting any repairs, maintenance, replacement, upgrading or other work relating to the Claresholm System, PROVIDED THAT:
- a) Claresholm has given the Co-op at least forty-eight (48) hours prior notice, or in the event of unforeseen circumstances, Claresholm gives notice of such interruption or curtailment to the Co-op as soon as is reasonably practicable;
 - b) Claresholm acts to restore services to the Co-op as soon as is reasonably practicable in the circumstances;
 - c) Claresholm will coordinate the repairs, maintenance, replacement, upgrading and other work referred to in the immediately preceding paragraph with the Co-op so as to minimize, to the extent reasonable in the circumstances, inconvenience to the Co-op arising from such interruption or curtailment; and
 - d) during the periods of interruption or curtailment provided for in (a), above, Claresholm may reduce the level, quality or quantity of service provided to the Co-op under this Agreement.

ARTICLE 11 - FORCE MAJEURE

- 11.1 No party hereto shall be liable to the other for any failure of or delay in the performance of its obligations hereunder nor be deemed to be in breach of this Agreement, if such failure or delay has arisen from Force Majeure.
- 11.2 Where any party is prevented from carrying out its respective obligations hereunder due to Force Majeure, such party shall, as soon as possible, give notice of the occurrence of such Force Majeure to the other parties and of the obligations, the performance of which is thereby delayed or prevented and the party giving the notice shall thereupon be excused from the performance of such obligation for the period of time directly attributable to such prevention or delay.

ARTICLE 12 - INDEMNITY AND INSURANCE

- 12.1 On a joint and several basis, the Co-op shall indemnify and save harmless Claresholm from and against all claims, damages, suits, dues, actions, liabilities and causes of action, costs, or sums of money for personal injury, death or property damage that may arise against Claresholm due to the actions or inactions of the Co-op, their respective licensees, contractors, subcontractors, officers, servants, agents, workmen, employees or elected officials relating to the Co-op's obligations under the terms of this Agreement, as well as any failure on the part of Claresholm to supply Water pursuant to the terms of this Agreement as a result of events outlined in Articles 9, 10, and 11 of this Agreement, including but not limited to all costs incurred by Claresholm, including but not limited to legal fees (calculated on a full indemnity basis) and disbursements incurred by Claresholm defending any such claims.

- 12.2 Throughout the Term, each party to this Agreement shall obtain and maintain in force the following insurance, all satisfactory to the other parties, acting reasonably:
- a) comprehensive general liability insurance with inclusive limits of not less than Two Million Dollars per occurrence, and
 - b) any other form of insurance the parties may agree, from time to time, is reasonable including the form, amount and the insurance risks against which a prudent party under similar circumstances would insure.
- 12.3 All insurance policies shall be taken out with insurers and shall be in a form acceptable to all parties, acting reasonably. Certificates of insurance and summary reports relating to each insurance policy acceptable to each party, acting reasonably, shall be delivered by each party to the other parties as soon as practicable after the placing of such insurance on an annual basis. All policies shall contain an undertaking by the insurers to notify all parties in writing of any material change, cancellation or termination of any provision of any policy not less than thirty (30) days prior to the material change, cancellation or termination thereof.
- 12.4 If one party fails to maintain the currency of any policy contemplated by this Article 12, without prejudice to any of their other remedies, the other parties have the right, but not the obligation, to obtain such insurance as contemplated in this Article 14 at the sole cost of the first party and the cost of such insurance may be set off by the party(ies) paying for such insurance against any monies owing to the first party.

ARTICLE 13 - PERFORMANCE BY THE CO-OP

- 13.1 Upon an Event of Default occurring as it relates to the Co-op, Claresholm may, but shall not be obligated to, either directly or indirectly by engaging a third party or otherwise, as the case may be, do all such things in order to rectify such Event of Default.
- 13.2 The Co-op is jointly and severally liable to, immediately upon written demand, pay an amount equal to all costs and expenses (direct and indirect) properly and reasonably incurred by Claresholm arising from attending to rectification of the said Event of Default as hereinbefore referred to plus Interest on the same from the date said costs or expenses are incurred until they are paid.
- 13.3 Claresholm may, in its sole discretion, without further course or action, set off and deduct any such amount(s) together with Interest, from any payment then or thereafter due by Claresholm to the Co-op, provided that such action shall not be deemed a waiver by Claresholm of any action that Claresholm may pursue to collect any costs or expenses incurred herewith that exceed the amounts owed to Claresholm.
- 13.4 Any action taken by Claresholm hereunder shall not limit in any way its recourse to any rights or remedies available to it at law, equity or otherwise.

ARTICLE 14 - DISPUTE RESOLUTION

- 14.1 Unless specifically described herein to the contrary, the following provisions shall apply to the resolution of conflicts between the parties as they arise:
- a) the parties agree to utilize all reasonable efforts to resolve any dispute, whether arising during the Term or at any time after its expiration promptly and in an amiable manner by direct negotiations between the parties. Conflicts should be resolved by the individuals closest to the issues provided that such individuals have the actual authority to implement such resolution;
 - b) the parties shall continue to perform their respective obligations during the resolution of any dispute or disagreement, including during any period of mediation and

arbitration, unless and until this Agreement is lawfully terminated or expires according to its terms;

- c) If a dispute cannot be resolved by the designated representatives within a time period that is reasonably satisfactory to the party raising the issue under consideration, that party may refer the dispute to the respective representative of each party. These individuals, or their designates, shall meet as soon as is reasonably possible after the dispute is referred to them, giving due regard to the nature and the impact of the issue under consideration;
- d) If a dispute cannot be resolved by the parties by mutual agreement within a time period that is reasonably satisfactory to the party raising the issue under consideration, any party may submit the dispute for mediation. Any party may, on notice to the other parties, request that mediation take place and the parties shall select a mediator whose qualifications are appropriate to the matter to be mediated. The mediator shall designate a place for a meeting of the mediator with representatives of the parties. During the mediation process, no action will be taken by any party to commence or continue arbitration proceedings under this Agreement. The cost of the mediator will be equally shared by the parties. Any mediation which takes place will be strictly confidential. No proposal or concession made by either party in the course of mediation may be used by either party in any subsequent proceedings. The mediator may not be called by either party as a witness in any subsequent proceedings;
- e) Should mediation fail to result in a resolution of the dispute between the parties within fifteen (15) days after the parties initially attempted to mediate the dispute, any party may submit the dispute for arbitration as provided in Subsection (f) below. The determination arising out of the arbitration process shall be final and binding upon the parties;
- f) if a dispute cannot be resolved by the parties hereto within a time period that is satisfactory to the party raising the issue under consideration, that party may submit the dispute for arbitration as provided in subsection (g) below. The determination arising out of the arbitration process shall be final and binding upon the parties, provided however, that in the event that the dispute has not been resolved through the arbitration process as set forth in this subsection (g) within sixty (60) days of a party giving notice nominating one arbitrator as set forth in paragraph (i) of subsection (g), any party at any time thereafter, but prior to a determination being made by the arbitrator(s) shall have jurisdiction to have recourse to the Courts of Alberta having jurisdiction for the determination of the dispute, and upon the commencement of any action for such purpose, the jurisdiction of the arbitrator(s) in respect of such dispute shall cease;
- g) arbitration shall be conducted in accordance with the following terms:
 - i) the party(ies) desiring arbitration shall nominate one (1) arbitrator and shall notify the other party in writing of the nomination. The notice shall set forth a brief description of the matter submitted for arbitration. The other party(ies) shall, within fifteen (15) days after receiving such notice, nominate an arbitrator and the two (2) arbitrators shall select a third arbitrator to act jointly with them. The parties will act reasonably and in good faith to select arbitrators who are objective and who are suitably qualified by education or professional experience to deal with the matters that are the subject of the arbitration. If the nominated arbitrators are unable to agree on the selection of a third arbitrator within fifteen (15) days after the second arbitrator is nominated, the parties or either one of them may apply to the Alberta Court of Queen's Bench to have the chairman appointed;
 - ii) if the party(ies) receiving the notice of the nomination of an arbitrator by the party(ies) desiring arbitration fails within fifteen (15) days to nominate an arbitrator, then the arbitrator nominated by the party(ies) desiring arbitration may proceed alone to determine the dispute in such manner and at such

- time as he shall think fit and his decision shall, subject to the provision of this Agreement, be binding upon the parties;
- iii) any arbitration conducted pursuant to this Agreement shall take place in the City of Lethbridge and, subject to the provisions of this Agreement, the decision of the three (3) arbitrators, or any of two (2) of them, in writing, shall be binding upon the parties both in respect of procedure and the conduct of the parties during the proceedings and final determination of the issues. Any written award or decision of the arbitrators shall not repeat or recite any evidence which is proprietary or confidential to either party;
 - iv) notwithstanding the foregoing, any arbitration may be carried out by a single arbitrator if the parties so agree, in which event the provisions of this Section shall apply, *mutatis mutandis*;
 - v) the costs of arbitration shall be borne by the parties as may be specified in the arbitrator's decision; and
 - vi) except as modified herein, the provisions of the *Arbitration Act* (Alberta) as amended from time to time, shall govern the arbitration process.

ARTICLE 15 - GENERAL

Notices

- 15.1 Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:
- a) Personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in subsection (d) below; or
 - b) By telecopier or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - c) Upon transmission with answer back confirmation if received within the normal working hours of the Business Day; or
 - d) At the commencement of the next ensuing Business Day following transmission with answer back confirmation thereof; or
 - e) By mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received three (3) days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received;
 - f) Except as herein otherwise provided. Notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or seven (7) days after the same has been mailed in a prepaid envelope by single registered mail to:

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

Attention: Chief Administrative Officer

11

The Pipeline Water Co-op Ltd.

Box 1175

Claresholm, Alberta T0L 0T0

403 625-_____ phone

403 625-_____ fax

Attention: President

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

Governing Law

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

Time of Essence

- 15.3 Time shall be of the essence of this Agreement.

Preamble and Schedules

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

Schedule "A" - Water Vault Location

Schedule "B" - Claresholm System

Schedule "C" - Co-op System

Schedule "D" - Original Authorized Co-op Service Locations

Headings

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

Relationship between Parties

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

No Authority

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

Agreement Entire Relationship

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

Further Assurances

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

Amendments

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

Waiver

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

Counterparts

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

Statutory Reference

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

Unenforceability

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

Survival

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

Remedies Generally

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

Singular, Plural and Gender

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

GST Exclusive

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

Binding Effect

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

Assignment

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

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

Town of Claresholm

Per: _____

Per: _____

The Water Pipeline Co-op Ltd.

Per: _____

Per: _____

Claresholm Skating Club
P.O. Box 1573
Claresholm, Alberta T0L 0T0



October 25, 2009

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

To the Mayor and Council:

For 50 years, the **Claresholm Skating Club** has been a hard working, non-profit organization in our community; an organization dedicated to the principles of enabling every Canadian to participate in skating throughout their lifetime. We feel every Canadian should have the opportunity to learn to skate!

The Club will conduct the "Claresholm Skating Club Skate-a-thon" this Fall. The Skate-a-thon will be held on Wednesday, November 25 and Friday, November 27, 2009 at the Arena. Club skaters will participate in this event and we ask the Town of Claresholm to participate as well. The Skate-a-thon is an important fund raising activity for our Club and the participation of the Two of Claresholm will be a generous benefit to our skaters.

How you can help: Please consider sending a "celebrity" skater to the Skate-a-thon. The celebrity skater is asked to collect pledges and then come out and enjoy 15 minutes of skating. Sometimes the celebrity skater's organization will make a lump sum donation to the Skating Club instead of collecting per lap pledges. We appreciated Councillor Sutter participating as a celebrity skater at last year's Skate-a-thon.

A notice of recognition will be inserted in the Claresholm Local Press and the Club Newsletter.

Funds raised will be used to support the Skating Club's activities this season.

Previous Skate-a-thons have been great crowd pleasers. Celebrity skaters, some participating in costume, are a hit with Club skaters and families alike.

Celebrity skaters will be on the ice from 5:00 to 5:15 p.m., November 25/09. Light snacks will be provided to skaters.

If you would like more information, please contact me at (403) 625-4331. Thank you for considering a donation to the **Claresholm Skating Club**.

Sincerely,

A handwritten signature in cursive script that reads "Donna Moses".

Donna Moses, President

Claresholm Skating Club

PROPOSAL TO THE TOWN OF CLARESHOLM FOR A DEDICATED GARDENER POSITION

History and major projects:

The Claresholm Garden Club was organized about 6 years ago by liked- minded individuals who love to garden. We also like to share our love of plants with the public.

- We have reclaimed, replanted, and now maintain 13 permanent planters, a permanent strip bed at the north entrance and the Museum front beds. Most of the plants are purchased with funds raised by the Club at the annual Garden Tour , from donations, as well as with funds provided by the Town.
- Two years ago the Garden Club spearheaded participation in the provincial Communities in Bloom program. While this has been labor-intensive and demanding, it has also been fulfilling and rewarding. Five movable concrete planters and six half-barrel containers have been purchased, planted, watered and maintained by the Communities in Bloom Committee. The Town earned 4 blooms out of 5 possible in both years and we feel very positively about our endeavors and participation in the program.
- The Garden Club has organized an Arbour Day planting for the past three years that has resulted in the planting of \$7506 worth of trees in the parks, cemetery grounds, and library grounds.

We feel the improved appearance of the Town is a major economic benefit in attracting new business and residents, as well as an aesthetic contribution to everyone who lives and works here. We are grateful for the partnerships we've established with the Town, the Chamber of Commerce, and private citizens. We're proud of our 'small town" connectedness and the overlap by stakeholders committed to Claresholm by civic pride.

Given our limited numbers and resources, it is essential that we have vital working partnerships in place. We have neither the equipment nor the manpower to water the beds we've labored over, nor to do other major gardening tasks without appropriate equipment.

The Town crew has worked with us closely, and cooperatively; we appreciate their efforts tremendously. We could not have accomplished what we have to date without their efforts. However, as we have grown and expanded, it is possible we've outgrown the methods by which we've formerly managed.

A proposed solution to the issue:

Watering of all beds and containers has become an issue for the Garden Club as well as for another organization in the Town.

Currently, watering is meant to occur on a weekly basis; and is accomplished with a water tank, a large hose, and manpower provided by a town employee. While watering certainly is our priority, it seems that many times, it is not the Town Crew's priority; and watering is missed or delayed as they are called away to attend to other matters. Since the plants are in containers and therefore have a fixed, finite amount of soil, they cannot retain moisture like a field or larger plot can. The plants are, therefore, very vulnerable to a watering schedule

The hanging baskets and half barrels require daily or bi-weekly watering at minimum. If the weather is particularly hot for a number of days in a row we need to water accordingly or lose plants – a large investment of time and money. The large concrete planters require a good soaking a minimum of once per week

Given the scope and number of floral displays now in the Town, we believe a part-time, dedicated gardener is warranted. This would be an April to October position. An employee, whose main task would be to water, assist with the flower beds already established and with future projects (e.g..new Museum beds), would be an ideal solution. With consistency, and reliability ensured, watering would not be an issue. This would also remedy other watering issues.

Currently, different employees are assigned to water and not all are knowledgeable. Watering is frequently skimpy, and great gushes of water out of a large hose damage and kill smaller plants. We have lost many of our young newly-planted annuals from sheer water pressure. There have also been problems with the Museum's watering system, resulting in Garden Club members watering by hand.

We would be more than happy to assist in the training of this person, and to establish a base-line set of skills and scheduling. The Summer Temporary Employment Program (STEP) could be a viable way to hire an employee; and we believe the 30-40 hours per week work requirement could be met with this position. Perhaps advertising this position at the Olds College would appeal to someone needing hands- on experience on their resume. That said, our first choice would be a designated, dedicated Town employee assigned as we are aware of the difficulties in keeping STEP students, who leave frequently to take better paying jobs.

Alternatives:

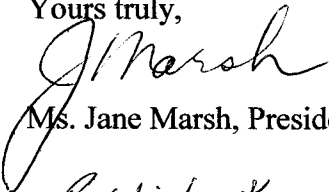
If hiring a dedicated gardener for part time work is not an option, we ask that the following suggestions be considered:

- Contracting these tasks out to a garden-related business (such as Les and Rita Anderson or K and R Lawn Care) might be an expedient and efficient way of handling this.
- Selecting two or three Town employees for these duties, and having the Garden Club members teach them the correct amount of water to apply.
- The Town could purchase a smaller nozzle for the watering hose so the amount gushing out does no damage.
- Innovative or updated equipment could be investigated and purchased to ease these difficulties and accommodate the growth of floral designs that need to be tended.

We are at the stage where we feel these issues need to be addressed positively -- with concrete action. We have been frustrated yearly over the watering issue and have never found a viable solution. We are feeling we cannot continue the established and proposed Garden Club projects without some remedial solution in place before the next growing season.

Your consideration is appreciated. We will await your decision.

Yours truly,



Ms. Jane Marsh, President, Claresholm Garden Club



Ms. Rosemary Wishart, Chair, Communities in Bloom, Claresholm Committee.

**TOWN OF CLARESHOLM: 2010 – 2012 CAPITAL BUDGET PLAN
ALL DEPARTMENTS PROPOSED PROJECTS**

DEPARTMENT	PROJECT DESCRIPTION	CAT.	TOWN'S COST	FUNDING SOURCE	COMMENTS
Sanitary Sewer	South Sanitary Main	New	1,033,000	MSI capital grant	Town's portion to be funded by MSI Capital over two years
Sanitary Sewer	Sewer Main/Paving 50th Ave East	New	430,000	Streets Improvement grant	Can be funded by Streets Improvement Program
Parks	Walking Path - Centennial Park	New	23,600	Operations	First 2 of 4 phases
Roads	Derochie Drive Paving	New	10,000	Operations	Per negotiations with developer.
Roads	8th Street Sidewalk (south of 520 to Westlynn Spur)	New	71,000	Operations/Reserves/LIT	Portion of sidewalk is local improvement for Cottonwood Village.
Roads	Industrial Area - Oil Roads	New	61,000	Operations/Reserves	
Roads	Watermain 4th Street West	New	140,000	Future MSI/Operations	Distribution problem for residents.
Public Works	Capital Equipment	New	116,000	Reserves	2010 capital equipment needs (see attached detail)
Parks	Millenium Ball Diamonds (shale 3 diamonds)	New	Not available	Operations/Reserves	Switch out 3 of 4 grass infields with shale.
Roads et al	Sundance Subdivision	New	500,000	Streets Improvement grant/LIT	Local improvement for landowners in subdivision, Town would recover the monies over time.
Roads	Curb and Gutter on 59th Avenue West	New	85,000	Operations/Reserves	To assist with drainage in this area.
Roads	Downtown Alleys pavement	New	Not available	Operations/Reserves	
Roads	Downtown Parking lot pavement	New	90,000	Operations/Reserves	
Sewer	5200 Block 2nd Street West repair/pave	New	120,000	MSI capital	Issue with old sewer pipe in area.
TOTAL PROJECTS LISTED			<u>\$2,679,600.00</u>		

**TOWN OF CLARESHOLM: 2010 – 2012 CAPITAL BUDGET PLAN
PROPOSED FUNDING SOURCES**

FINANCING AVAILABLE FOR CAPITAL PROJECTS

	2010	2011	2012	TOTAL
Alberta Municipal Infrastructure Program (ENDED IN 2009)	0	0	0	0
Municipal Sustainability Initiative (Capital) ESTIMATES	500,000	500,000	500,000	1,500,000
Streets Improvement Program (75%) ^{^^^}	444,000	222,000	222,000	888,000
25% Contribution from Operating Budget	148,000	74,000	74,000	296,000
Total project funding under Streets	592,000	296,000	296,000	1,184,000
Debtenture Financing	0	0	0	0
Total Financing	1,684,000	1,092,000	1,092,000	3,868,000

* per AMA funding will be announce in December 2009

RESERVES AVAILABLE FOR FUNDING AS AT DECEMBER 31, 2008

CAPITAL RESERVES	\$604,500
GENERAL RESERVES	\$1,067,000

^{^^^} The Town's application under SIP in 2009 for the waterline replacements in the 100 Block of 48th Avenue West and the 300 Block of 47th Avenue West was denied due to the work being done in the boulevards and not in the street. The unfunded 2009 project cost of \$164,044 will need to be financed via operations (based on year end surplus) or via reserves per above. This gives two years of SIP grants for 2010 projects.

**TOWN OF CLARESHOLM: 2010 – 2012 CAPITAL BUDGET PLAN
ALL DEPARTMENTS**

PROPOSED CAPITAL EQUIPMENT PURCHASES

2010	Description	2011	Description	2012	Description
\$60,000.00	SMALL VAC TRUCK	\$28,000.00	LAWN MOWER	\$25,000.00	DEVELOPMENT
\$40,000.00	RESERVES BACKHOE	\$40,000.00	RESERVES BACKHOE	\$40,000.00	RESERVES BACKHOE
\$16,000.00	RESERVES CPO	\$30,000.00	FLEET TRUCK		
\$116,000.00		\$98,000.00		\$65,000.00	

INFORMATION ITEMS



TOWN OF CLARESHOLM
CHEQUE LISTING FOR ACCOUNTS PAYABLE

Page 1 of 4
November 19, 2009
10:52:07 AM

Cheque # Cheque Date CEO CAO Vendor # Name Amount

					Batch # 13152
41159	2009-10-01			786502 CLV HOME SPRING WATER LTD.	43.00
41160	2009-10-01			786908 GOESEELS, DEBRA L	161.85
41161	2009-10-01			31955 GREYHOUND COURIER EXPRESS	137.03
41162	2009-10-01			786199 HINKLE ELECTRIC	622.93
41163	2009-10-01			786267 LAWSON PRODUCTS INC.	479.05
41164	2009-10-01			71400 Oldman River Regional Services Commission	30.00
41165	2009-10-01			786899 PEACE LUTHERAN CHURCH	450.00
41166	2009-10-01			12 PLATT CONTRACTING	1,868.69
41167	2009-10-01			786156 Q.E.D. ENTERPRISES LTD.	881.49
41168	2009-10-01			900000 AVENUE INDUSTRIAL SUPPLY	145.16
41169	2009-10-01			900000 Claresholm & District Health Foundation	500.00
41170	2009-10-01			900000 COLLIN MARKLE	1,200.00
41171	2009-10-01			900000 DOUG KEMERY	99.00
41172	2009-10-01			900000 HBLS	126.80
41173	2009-10-01			900000 O'CANADA GEAR	488.25
41174	2009-10-01			900000 ROWAN HOUSE	500.00
41175	2009-10-01			900000 SHARON DUNCAN	99.00
41176	2009-10-01			900000 SHEEP RIVER HEALTH TRUST	200.00
41177	2009-10-01			900000 TIM DUNGAN	82.16

8,114.41

					Batch # 13153
41178	2009-10-01			900200 MCNAIR, GERALD & BARBARA	75.08

75.08



TOWN OF CLARESHOLM

CHEQUE LISTING FOR ACCOUNTS PAYABLE

Cheque #	Cheque Date	CEO	CAO	Vendor # Name	Amount
					Batch # 13168
41179	2009-10-07			786195 Benchmark Assessment Consultants Inc.	3,465.87
41180	2009-10-07			6441 BOB HONG JANITORIAL LTD.	231.00
41181	2009-10-07			56100 CIMCO REFRIGERATION	12,686.19
41182	2009-10-07			786657 Claresholm & District Transportation Society	10,000.00
41183	2009-10-07			13175 CLARESHOLM COMMUNITY CENTRE HALL BOARD	25,000.00
41184	2009-10-07			13400 CLARESHOLM GLASS '88' LTD	6,209.70
41185	2009-10-07			786465 CLARESHOLM GOLF CLUB	25,000.00
41186	2009-10-07			13660 CLARESHOLM LOCAL PRESS	31.50
41187	2009-10-07			13600 CLARESHOLM PUBLIC LIBRARY	15,000.00
41188	2009-10-07			14205 CLEAN BRITE CHEMICAL SERVICES LTD.	341.70
41189	2009-10-07			785973 CLEARTECH INDUSTRIES INC.	498.22
41190	2009-10-07			786502 CLV HOME SPRING WATER LTD.	15.00
41191	2009-10-07			786202 EXOVA	25.20
41192	2009-10-07			786908 GOESEELS, DEBRA L	306.21
41193	2009-10-07			786618 HTS LTD CLARESHOLM	262.49
41194	2009-10-07			61350 JACK WATSON SPORTS INC.	144.09
41195	2009-10-07			785940 KOST FIRE EQUIPMENT LTD.	188.79
41196	2009-10-07			786619 LATTE-DA ESPRESSO & PASTRY BAR	33.44
41197	2009-10-07			56200 LOCAL AUTHORITIES PENSION PLAN	7,307.56
41198	2009-10-07			61450 MCNALLY CONTRACTORS LTD.	4,774.67
41199	2009-10-07			61467 MIDFIELD SUPPLY ULC B3999	12.30
41200	2009-10-07			786590 MINISTER OF FINANCE	31.45
41201	2009-10-07			786704 MINISTER OF FINANCE (LT)	5.00
41202	2009-10-07			86153 RANCLAND EMBROIDERY	28.35
41203	2009-10-07			86300 RECEIVER GENERAL FOR CANADA	14,224.56
41204	2009-10-07			13525 SOBEYS CLARESHOLM	47.05
41205	2009-10-07			900 TELUS	163.51
41206	2009-10-07			111705 WC CLASS II REGIONAL LANDFILL	5,650.56
41207	2009-10-07			785905 WESTWIND COMPUTERS	165.38
41208	2009-10-07			111700 WILLOW CREEK RECYCLING	132.50
41209	2009-10-07			900000 City of Grande Prairie, FCSS	100.00
41210	2009-10-07			900000 CLARESHOLM COMMUNITIES IN BLOOM	5,000.00
41211	2009-10-07			900000 CLARESHOLM FOOD BANK	5,000.00
41212	2009-10-07			900000 CLARESHOLM MEALS ON WHEELS	2,500.00
41213	2009-10-07			900000 CLARESHOLM RAIDERS FOOTBALL	10,000.00
41214	2009-10-07			900000 CLARESHOLM SENIOR'S DROP-IN CENTRE	10,000.00
41215	2009-10-07			900000 KIDSPORT	5,000.00
41216	2009-10-07			900000 KIM BISWANGER	338.48
41217	2009-10-07			900000 LORI DENAULT	810.00
41218	2009-10-07			900000 NANCY GOMERICH	341.25
41219	2009-10-07			900000 SAM WOODRUFF	5,000.00
41220	2009-10-07			900000 SEKULICH, JOHN	500.00
41221	2009-10-07			900000 SHAUNA FLETCHER	30.00
					176,602.02



TOWN OF CLARESHOLM

CHEQUE LISTING FOR ACCOUNTS PAYABLE

Cheque #	Cheque Date	CEO	CAO	Vendor # Name	Amount
					Batch # 13181
41222	2009-10-15			850 AG-LINE	46.07
41223	2009-10-15			13125 AHS - CCMHA	19.08
41224	2009-10-15			600 ALBERTA ASSOCIATION OF M.D.'S	7,343.74
41225	2009-10-15			1025 ALBERTA ONE CALL LOCATION CORP	99.75
41226	2009-10-15			6390 BISHOFF AUTO & AG CENTRE	726.65
41227	2009-10-15			786722 CALGARY CARETAKING SUPPLIES LTD.	452.60
41228	2009-10-15			785935 CLARESHOLM & DISTRICT CHAMBER OF COMME	250.00
41229	2009-10-15			786254 CLARESHOLM FLORAL & CANDY SHOPPE	35.70
41230	2009-10-15			13660 CLARESHOLM LOCAL PRESS	463.58
41231	2009-10-15			14085 CLARESHOLM NAPA AUTO	962.30
41232	2009-10-15			786502 CLV HOME SPRING WATER LTD.	15.00
41233	2009-10-15			26201 FERG'S SEPTIC SERVICE	99.75
41234	2009-10-15			786240 GAMMEL'S PLUMBING HEATING & GASFITTING	68.25
41235	2009-10-15			31955 GREYHOUND COURIER EXPRESS	39.10
41236	2009-10-15			49980 HARRY'S TIRE SALES (1984) LTD.	1,659.60
41237	2009-10-15			36800 HOME HARDWARE	1,212.06
41238	2009-10-15			56019 L.W. DENNIS CONTRACTING LTD.	49,887.02
41239	2009-10-15			13 Liberty Boilers & Mechanical Services Inc.	1,156.42
41240	2009-10-15			786078 LING, JULIE	20.00
41241	2009-10-15			61420 MCKAY WATER WORKS SUPPLY LTD.	808.50
41242	2009-10-15			61450 MCNALLY CONTRACTORS LTD.	1,541.53
41243	2009-10-15			65000 MUNICIPAL DISTRICT OF WILLOW	839.74
41244	2009-10-15			65040 MUNICIPAL INFORMATION SYSTEMS	867.34
41245	2009-10-15			786192 NOBLE CONCRETE (1987) LTD	395.06
41246	2009-10-15			76300 PEDERSEN TRANSPORT LTD.	17.67
41247	2009-10-15			97050 PHARMASAVE	7.63
41248	2009-10-15			786454 PRAXAIR DISTRIBUTION	27.22
41249	2009-10-15			786536 R P WATERWORKS INC.	3,290.91
41250	2009-10-15			786275 R.T.L. AGRI-SERVICES LTD.	1,506.49
41251	2009-10-15			786168 ROBINS SOUTHERN PRINTING	392.99
41252	2009-10-15			786646 SKYLINE COFFEE BREAK SERVICES	57.00
41253	2009-10-15			13525 SOBEYS CLARESHOLM	310.96
41254	2009-10-15			91700 STARLINE SIGNS	75.60
41255	2009-10-15			786437 THE WRITE SOURCE	73.85
41256	2009-10-15			97250 TRIMBLE, RAE	38.67
41257	2009-10-15			101400 UNITED FARMERS OF ALBERTA	1,130.43
41258	2009-10-15			900000 A-ONE TRUCKING LTD.	26.52
41259	2009-10-15			900000 AVENUE INDUSTRIAL SUPPLY	15.75
41260	2009-10-15			900000 BRENT HALL	500.32
41261	2009-10-15			900000 CARSON GANCI	300.00
41262	2009-10-15			900000 ESC AUTOMATION	621.60
41263	2009-10-15			900000 ROBERT LACELLE	63.44
					77,465.89



TOWN OF CLARESHOLM
CHEQUE LISTING FOR ACCOUNTS PAYABLE

Page 4 of 4
November 19, 2009
10:52:08 AM

<u>Cheque #</u>	<u>Cheque Date</u>	<u>CEO</u>	<u>CAO</u>	<u>Vendor # Name</u>	<u>Amount</u>
					Batch # 13242
41333	2009-10-30			786354 BONETTI, TONY	100.00
41334	2009-10-30			13250 CLARESHOLM CHILD CARE SOCIETY	2,183.50
41335	2009-10-30			786204 GIESE, BRENDA	120.00
41336	2009-10-30			786908 GOESEELS, DEBRA L	150.00
41337	2009-10-30			786648 HOLBECK, KRISTINE H	90.00
41338	2009-10-30			44000 ISAACSON, SHIRLEY	104.50
41339	2009-10-30			786620 LEONARD, DON	104.50
41340	2009-10-30			786519 MACPHERSON, DOUG	104.50
41341	2009-10-30			786570 MOORE, DAVID	104.50
41342	2009-10-30			786273 QUAYLE, CONNIE	104.50
41343	2009-10-30			786111 STEEL, ROB	225.50
41344	2009-10-30			786571 SUTTER, DARYL	104.50
					3,496.00
				Total	265,753.40

Please circulate to Mayor/Reeve and Council for information



MINUTES - 5 (2009)
EXECUTIVE COMMITTEE MEETING
Thursday, September 10, 2009 – 7:00 p.m.
ORRSC Meeting Room (3105 - 16 Avenue North, Lethbridge)

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

AGENDA:

- 1. **Approval of Agenda – September 10, 2009**.....
- 2. **Approval of Minutes – July 14, 2009**..... (attachment)
- 3. **Business Arising from the Minutes**
- 4. **New Business**
 - (a) Position Paper for South Saskatchewan Regional Plan Update
 - (b) Fee Increase Discussion.....
 - (i) Subdivision Recirculation Fees.....
 - (ii) Subdivision Time Extension Fees..... (attachment)
- 5. **Accounts**
 - (a) Office Accounts
 - (i) June 2009..... (attachment)
 - (ii) July 2009..... (attachment)
 - (b) Financial Statements
 - (i) January 1 - January 31, 2009..... (attachment)
 - (ii) January 1 - February 28, 2009..... (attachment)
 - (iii) January 1 - March 31, 2009..... (attachment)
 - (iv) January 1 - April 30, 2009..... (attachment)
 - (v) January 1 - May 31, 2009..... (attachment)
 - (vi) January 1 - June 30, 2009..... (attachment)
 - (vii) January 1 - July 31, 2009.....(handout)

6. Director's Report
7. Executive Report
8. Adjournment.....

DIRECTOR'S PERFORMANCE EVALUATION

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

1. APPROVAL OF AGENDA

Moved by: Gordon Wolstenholme

THAT the Executive Committee approves the agenda, as amended:

ADD: 5(b)(vii) January - July 31, 2009

CARRIED

2. APPROVAL OF MINUTES

Moved by: Doug Thornton

THAT the Executive Committee approves the minutes of July 14, 2009, as presented.

CARRIED

3. BUSINESS ARISING FROM THE MINUTES

- None.

4. NEW BUSINESS

(a) Position Paper for South Saskatchewan Regional Plan Update

- Questionnaires were sent to 52 Southern Alberta municipalities on August 17, 2009 to solicit their input on the Position Paper for the South Saskatchewan Regional Plan. Questionnaire responses are still coming in and ORRSC staff have begun writing the position paper. The previous Regional Plan has been pulled to see if any of it is still pertinent and we are also reviewing Municipal Development Plans from various municipalities.
- Our role is not to build consensus, but try to include everyone's comments in a concise manner and pass them on to those writing the plan.

Moved by: Henry Van Hierden

THAT the update on the Position Paper for the South Saskatchewan Regional Plan be accepted as information.

CARRIED

(b) Fee Increase Discussion

(i) Subdivision Recirculation Fees

- Currently the fee to recirculate a subdivision application is \$150. An increase to \$300 is needed to cover additional costs (advertising, referral notifications, planner's time, etc.) incurred during the recirculation process.

Moved by: Dick Fenton

THAT, effective immediately, the subdivision application recirculation fee be increased from \$150 to \$300. **CARRIED**

(ii) Subdivision Time Extension Fees

- The Municipal Government Act states, "if a plan of subdivision is not registered in a Land Titles Office within one year after being endorsed, the plan may not be accepted by a Registrar, unless Council or their designate grants an extension."
- Subdivisions that have not been finalized within one year require a careful review by administration and planning staff to determine if the approval is still acceptable for the parcel(s) and that it still meets the criteria of the municipality's bylaws and plans.
- ORRSC is currently not charging a fee to process extension requests for finalization, but feels that a \$300 fee should be instituted to offset costs and to encourage applicants to finalize their subdivisions in a timely manner.

Moved by: Gordon Wolstenholme

THAT, effective immediately, a \$300 fee be implemented for a request to extend a subdivision approval beyond the one-year time period given to finalize a subdivision. **CARRIED**

5. ACCOUNTS

(a) Office Accounts

(i) June 2009

1110	Employee Computer Purchase	M. Burla	\$1,600.00
4040	Fee for Service (member)	R. Day	2,049.00
5185	Planning Intern Expenses	M. Denis	968.26
5165	GIS Staff Field Expense	S. Ellert	58.75
5285	Building Maintenance	S. Ellert	31.68
5150	Staff Mileage	D. Horvath	25.36
5160	Staff Field Expense	D. Horvath	73.84
5150	Staff Mileage	L. Kuiper	57.50
5285	Building Maintenance	L. Kuiper	180.95
5165	GIS Staff Field Expense	Jaime Thomas	78.42
5170	Staff Conference & Area	AACIP South Events	150.00
	Taber - "Gord Hume" - June 23/09 - registration fees for L. Kuiper, S. Harty, G. Scott, M. Denis, J. Schmidt		

5170	Staff Conference & Area	County of Lethbridge	160.00
	Lethbridge - "County of Lethbridge Workshop" - June 19/09 - registration fees for L. Kuiper, M. Burla, S. Harty, B. Brunner, G. Scott, D. Horvath, J. Schmidt, M. Denis		
5150	Staff Mileage	Imperial Oil	435.86
5155	GIS Staff Mileage	Imperial Oil	62.93
2040	Accounts Payable	BDO Dunwoody	3,840.00
3160	General Operating Reserve	Corporate Express	7,877.28
5270	Renovations	Integrity Builders	55,034.98
5285	Building Maintenance	Integrity Builders	4,720.47
5270	Renovations	Integrity Builders	13,758.44
5280	Janitorial Services	Madison Ave Business Services	425.00
5285	Building Maintenance	CHI Painting	450.00
5285	Building Maintenance	Costco Wholesale	1,150.05
5285	Building Maintenance	Cam/Air Refrigeration	78.00
5310	Telephone	DRC Communication	133.50
5310	Telephone	Telus	399.66
5580	Equipment & Furniture Rental	Telus	246.36
5310	Telephone	Telus	24.53
5310	Telephone	Telus	22.53
5320	General Office Supplies	Citi Cards	34.80
5320	General Office Supplies	Citi Cards	18.32
5380	Printing & Printing Supplies	Citi Cards	132.71
5320	General Office Supplies	Petty Cash (tablecloths, desk trays) .	75.79
5465	GIS Public Relations	Petty Cash (GIS meeting)	11.94
5530	Coffee & Supplies	Petty Cash (hot choc., soap, scotties)	35.47
5330	Dues & Subscriptions	Vulcan Advocate	62.50
5330	Dues & Subscriptions	Lethbridge Herald	20.00
5500	Subdivision Notification	Lethbridge Herald	273.00
5380	Printing & Printing Supplies	Lethbridge Mobile Shredding	21.00
5380	Printing & Printing Supplies	Minuteman Press	65.00
5380	Printing & Printing Supplies	Minuteman Press	55.00
5380	Printing & Printing Supplies	Corporate Express	236.21
5390	Graphic & Drafting Supplies	CIP	423.75
5390	Graphic & Drafting Supplies	Reiter Computer Assoc.	185.00
5440	Land Titles Office	Alberta Registries	371.00
5440	Land Titles Office	Alberta Registries	543.00
5450	Legal Fees	Brownlee Fryett	5,805.17
5460	Public Relations	Costco Wholesale	110.34
5460	Public Relations	Real Canadian Superstore	28.96
5490	Consultants	K. Mitchell Design	500.00
5540	Other	Purolator Courier	17.81
5570	Equipment Repairs & Maint	Pitney Works	202.05
5575	GIS Equip Repairs & Maint	Stephen Selinger	337.50
1160	GST Receivable	GST Receivable	4,807.37
		TOTAL:	<u>\$108,467.04</u>

Moved by: Dick Fenton

THAT the Executive Committee approves the Office Accounts of June 2009 (\$108,467.04), as presented. **CARRIED**

(ii) July 2009

5150	Staff Mileage	S. Harty	\$	30.00
5160	Staff Field Expense	S. Harty		79.45
5320	General Office Supplies	S. Harty		85.42
5150	Staff Mileage	Bridge City Chrysler		93.90
5150	Staff Mileage	Imperial Oil		428.23
4040	Fee for Service (member)	Midwest Surveys		7.50
5172	GIS Sub-contracting	Land Data Technologies	154,428.98	
5280	Janitorial Services	Madison Ave Business Services		525.00
5285	Building Maintenance	Canadian Tire		48.48
5285	Building Maintenance	Curtis Kembel		137.00
5285	Building Maintenance	Kost Fire Equipment		44.35
5310	Telephone	Telus		349.81
5580	Equipment & Furniture Rental	Telus		249.89
5320	General Office Supplies	Citi Cards		26.10
5320	General Office Supplies	Corporate Express		235.24
5330	Dues & Subscriptions	APA		260.00
5380	Printing & Printing Supplies	Lethbridge Mobile Shredding		21.00
5430	Aerial Photos & Maps	Vulcan County		142.85
5430	Aerial Photos & Maps	Leduc County		17.00
5430	Aerial Photos & Maps	Parkland County		24.00
5430	Aerial Photos & Maps	M.D. of Willow Creek		200.00
5450	Legal Fees	Stringam Denecky		310.54
5460	Public Relations	GAH Enterprises		220.00
5500	Subdivision Notification	Nanton News		160.98
5570	Equipment Repairs & Maint	Pitney Works		16.79
5570	Equipment Repairs & Maint	Xerox Canada		2,226.93
5590	Equipment & Furniture Purchase ...	Evolution Presentation Tech.		16,987.48
1160	GST Receivable	GST Receivable		8,828.27
		TOTAL:		<u>\$186,185.19</u>

Moved by: Terry Michaelis

THAT the Executive Committee approves the Office Accounts of July 2009 (\$186,185.19), as presented. **CARRIED**

(b) Financial Statements

- (i) January 1 - January 31, 2009**
- (ii) January 1 - February 28, 2009**
- (iii) January 1 - March 31, 2009**
- (iv) January 1 - April 30, 2009**
- (v) January 1 - May 31, 2009**
- (vi) January 1 - June 30, 2009**
- (vii) January 1 - July 31, 2009**

- The Director was asked to investigate why the Cash in Bank figure fluctuates substantially from month to month.

Moved by: Henry Van Hierden

THAT the Executive Committee approves the following Financial Statements and GIS Income Statements, as presented:

January 1 - January 31, 2009
January 1 - February 28, 2009
January 1 - March 31, 2009
January 1 - April 30, 2009
January 1 - May 31, 2009
January 1 - June 30, 2009
January 1 - July 31, 2009

CARRIED

6. DIRECTOR'S REPORT

- A proposal has been submitted to Turner Valley (\$80/hour + preparation + travel) to train their MPC.
- An introductory GIS Training Session will be held in our Conference Room on September 17, 2009 open to all municipal employees.
- ORRSC will hold a seminar on September 24, 2009 in our Conference Room to provide information and training in the preparation of land titles documents as well as an overview of subdivision finalization and the municipality's role in document preparation. The Land Titles Client Support Team will be presenting at the seminar as well as Alberta Land Surveyor representatives and ORRSC staff.

Moved by: Doug Thornton

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

CARRIED

7. EXECUTIVE REPORT

- Executive Committee members discussed various current planning issues relating to their respective municipalities.

8. ADJOURNMENT

Moved by: Gordon Wolstenholme

THAT, we adjourn the regular meeting of the Executive Committee of the Oldman River Regional Services Commission at 8:15 p.m. until Thursday, October 8, 2009.

CARRIED

/bj

CHAIR:





Royal Canadian
Mounted Police

Gendarmerie royale
du Canada

Security Classification/Designation
Classification/désignation sécuritaire

Town of Claresholm
MD of Willow Creek
Town of Stavely

Your File - Votre référence

Our File - Notre référence

Claresholm RCMP Detachment
Box 1209
Claresholm, Alberta
T0L 0T0

Date

November 10, 2009

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

Dear Sir,

1. Claresholm Detachment dealt with 160 occurrences in the month of October. In addition to this, they issued 93 Traffic tickets and charged 4 Impaired drivers.
2. This past month have had two reports of armed robberies at local businesses. This is of great concern to us as the potential for violence is high in these types of incidents. In both cases a minor amount of cash was taken, and the suspects apologized to the clerk after the fact. We believe the individuals responsible are young and involved in drug abuse. We are following up on leads in both cases but at this point have not obtained enough evidence to lay charges. It was otherwise a very quiet month.
3. Claresholm's Citizens on Patrol began patrolling on October 31st. During their patrols they passed on tips and information to the members on duty that night which was helpful in keeping track of what was going on in town. We had a very quiet Halloween night.
4. Please find attached a statistical breakdown for our calls for service for the month of October. If you have any questions or concerns please give me a call.

Yours truly,

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

Canada

RCMP GRC 2823 (2002-11) WPT

Page 1 of/de 2

Occurrence Stats (All Violations)

Special unit: k2174

All codes

Mayor's Report
From 2009/10/01 to 2009/10/31

Violation group - Traffic Offences - Traffic Accidents				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9930 0030 Traffic Collision(s) - Property Damage - Reportable	10	0	10	2	9	110.0%
9930 0040 Traffic Collision(s) - Property Damage - Non - Reportab...	4	0	4	1	3	100.0%
	14	0	14	3	12	107.1%

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%
9900 0020 Moving Traffic - Intersection Related Violations - Prov...	1	0	1	1	0	100.0%
9900 0030 Moving Traffic - Speeding Violations - Provincial/Terri...	4	0	4	2	0	50.0%
9900 0040 Other Moving Traffic Violations - Provincial/Territoria...	11	0	11	2	5	63.6%
9900 0050 Motor Vehicle Insurance Coverage Violations-Provincial/...	1	0	1	1	0	100.0%
9900 0070 Other Non-Moving Traffic - Provincial/Territorial	2	0	2	3	1	200.0%
9910 0010 Roadside Suspensions - alcohol related - No grounds to ...	2	0	2	0	2	100.0%
9910 0015 Roadside Suspensions - drug related - No grounds to cha...	1	0	1	1	0	100.0%
9950 0010 Municipal Bylaws - Traffic	1	0	1	0	1	100.0%
	24	0	24	11	9	83.3%

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

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	5	0	5	3	0	60.0%
9230 0015 Impaired Operation of Motor Vehicle over 80mg.	1	0	1	1	0	100.0%
	6	0	6	4	0	66.7%

Violation group - Provincial Statutes {except traffic}				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
7100 0012 Liquor Act (Provincial/Territorial) - Offences Only	1	0	1	1	0	100.0%
7300 0070 Intoxicated Persons Detention Act - Offences Only	0	0	0	0	1	0.0%
8840 0306 Family Relations Act - Other Activities	3	0	3	0	3	100.0%
8840 0336 Mental Health Act - Other Activities	6	0	6	0	6	100.0%
8840 0341 911 Act - Other Activities	20	0	20	0	15	75.0%
8840 0351 Provincial/Territorial Environmental Legislation - Othe...	1	0	1	0	1	100.0%
8840 0381 Other Provincial/Territorial Statutes (not otherwise sp...	2	0	2	0	2	100.0%
	33	0	33	1	28	87.9%

Occurrence Stats (All Violations)

Special unit: k2174
All codes

Mayor's Report
From 2009/10/01 to 2009/10/31

Violation group - Other Criminal Code - Public Order Offences				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
3710 0240 Forcible entry	1	0	1	0	0	0.0%
	1	0	1	0	0	0.0%
Violation group - Other Criminal Code - Other Criminal Code				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
3410 0010 Failure to comply with condition of undertaking or reco...	1	0	1	1	0	100.0%
3410 0016 Fail to comply/appear - Appearance Notice/PTA/Recogniza...	1	0	1	1	0	100.0%
3410 0030 Breach of recognizance - other	1	0	1	1	0	100.0%
3430 0010 Disturbing the peace	4	0	4	0	4	100.0%
3470 0010 Resists/obstructs peace officer	2	0	2	2	0	100.0%
3540 0010 Uttering Threats Against Property or an Animal	1	0	1	0	1	100.0%
8550 0140 Breach of Peace	4	0	4	0	3	75.0%
	14	0	14	5	8	92.9%
Violation group - Other Criminal Code - Offensive Weapons				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
3375 0050 Unauthorized possession of a firearm/prohibited weapon ...	1	1	0	0	0	0.0%
	1	1	0	0	0	0.0%
Violation group - National Survey Codes				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8999 3057 Prisoners Held	6	0	6	4	2	100.0%
8999 3058 Prisoners Escorted	1	0	1	1	0	100.0%
	7	0	7	5	2	100.0%
Violation group - Economic Crime - Major Fraud and Theft				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2130 0005 Other theft over \$5000 334(a)	2	0	2	0	0	0.0%
	2	0	2	0	0	0.0%
Violation group - Drug Enforcement - Possession				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
4140 0050 Possession Schedule VIII Cannabis Marihuana - 30 grams ...	2	1	1	1	0	100.0%
	2	1	1	1	0	100.0%
Violation group - Crimes Against the Person - Robbery/Extortion/Harassment/Threats				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
1610 0030 Robbery - other offences	1	0	1	0	0	0.0%
1627 0010 Uttering threats against a person	1	0	1	1	1	200.0%
	2	0	2	1	1	100.0%

Occurrence Stats (All Violations)

Special unit: k2174

All codes

Mayor's Report
From 2009/10/01 to 2009/10/31

Violation group - Crimes Against the Person - Assaults {excluding sexual assaults}				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
1420 0010 Assault With Weapon or Causing Bodily Harm	1	0	1	1	0	100.0%
1430 0010 Assault	3	0	3	2	1	100.0%
	4	0	4	3	1	100.0%
Violation group - Crimes Against Property - Theft under \$5000.00				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2140 0011 Other theft under \$5000 334(b) CC	5	0	5	1	1	40.0%
2140 0051 Theft of bicycle under or equal to \$5000 334(b) CC	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%
	8	0	8	1	1	25.0%
Violation group - Crimes Against Property - Mischief				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2170 0070 Mischief - Damage to, or Obstruct enjoyment of property	10	0	10	0	0	0.0%
	10	0	10	0	0	0.0%
Violation group - Crimes Against Property - Fraud				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2160 0075 Fraud (money/property/security) less than or equal to \$...	1	0	1	0	0	0.0%
2160 0155 Unauthorized use of credit card data	1	1	0	0	0	0.0%
	2	1	1	0	0	0.0%
Violation group - Crimes Against Property - Break and Enter				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2120 0010 Break and Enter - Business	1	0	1	0	0	0.0%
2120 0020 Break and Enter - Residence	2	1	1	0	1	100.0%
	3	1	2	0	1	50.0%
Violation group - Common Police Activities - Related Police Activities				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8550 0030 Suspicious Person/ Vehicle/ Property	10	0	10	0	12	120.0%
8550 0040 Animal Calls	0	0	0	0	2	0.0%
8550 0050 False Alarms	8	0	8	0	9	112.5%
8550 0060 Items Lost/Found - except passports	2	0	2	0	2	100.0%
	20	0	20	0	25	125.0%
Violation group - Common Police Activities - Assistance to General Public				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8550 0080 Person Reported Missing	3	0	3	0	3	100.0%
8550 0090 Property Check	1	0	1	0	1	100.0%

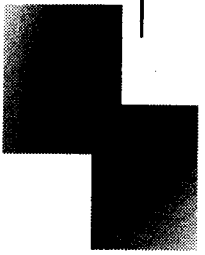
Occurrence Stats (All Violations)

Special unit: k2174
All codes

Mayor's Report
From 2009/10/01 to 2009/10/31

Violation group - Common Police Activities - Assistance to General Public	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
8550 0101 Request to locate individual	1	0	1	0	1	100.0%
	5	0	5	0	5	100.0%

Totals	Reported	Unfounded	Actual	Clearance		
				By Charge	Otherwise	Rate
	160	4	156	35	93	82.1%



Claresholm & District
Health Foundation

Thank You

Your Counsellors

Thank you for your

Please accept our
sincere appreciation
for your generous
donation

ongoing support at our

concert series.

Linda Herbert



Principal

Mr. K. Hewson

This weekly update is intended to keep parents and community informed of the learning and events happening at West Meadow Elementary School. If you would like to be added to the email list for this update or have any questions or comments, please email Mr. Hewson at hewsonk@lrzd.ab.ca or phone using the contact information below.

Principal's Update

West Meadow Elementary School

Monday, November 9

Our thoughts and prayers go out to the family and friends of Lisa Baptie, who passed away Monday following a courageous battle with cancer.



A note will be sent home Tuesday with West Meadow 5-7 students with further information

Looking Ahead...



- Nov. 17 School Council Meeting 6:30 pm
- Nov. 23 Report Cards home—both sites

K-4 Week at a Glance

Monday, November 9	
Tuesday, November 10	Hot Dog Day Remembrance Assembly 10:45 am
Wednesday, November 11	Remembrance Day—No School
Thursday, November 12	LRSD Divisional PD Day
Friday, November 13	Staff Planning Day

Phone: (403) 625-3371
Fax: (403) 625-4920

5-7 Week at a Glance

Monday, November 9	
Tuesday, November 10	Pizza Day Remembrance Assembly 10:30 am
Wednesday, November 11	Remembrance Day—No School
Thursday, November 12	LRSD Divisional PD Day
Friday, November 13	Staff Planning Day

Phone: (403) 625-4464
Fax: (403) 625-4283

Remembrance Day Assemblies

Tuesday, November 10

Please consider joining us for our annual Remembrance Day Assemblies, honouring the past and present service of our nation's soldiers and recognizing the freedoms Canada receives as a result. Students will be prominently involved in assemblies happening at both sites.



K-4 Site—10:45 am

5-7 Site—10:30 am

School Council Meeting

Tuesday, November 17 6:30 pm

Our monthly school council meeting will be happening next Tuesday, November 17 at 6:30 pm at West Meadow 5-7 Site. An agenda for the meeting will be sent out to families this week.



The agenda will include discussion of configurations of schools for 2010-2011. A separate note will go out to students in grades 6 and 7 on Monday.

Divisional PD Day and Staff Planning Day

This Thursday, staff from across Livingstone Range will meet at Crowsnest Consolidated High School for the annual divisional PD Day. Staff will engage in professional development around student and teacher engagement.

On Friday, LRSD staff will be in schools for a staff planning day. At West Meadow Elementary, we will spend some of the morning working in teams on each site then come together later in the day as one school, to engage in development of common Beliefs About Learning and planning for the transition to a K-6 school next year.



Visit us online at www.lrzd.ab.ca/school/westmeadow



Principal

Mr. K.
Hewson

This weekly update is intended to keep parents and community informed of the learning and events happening at West Meadow Elementary School. If you would like to be added to the email list for this update or have any questions or comments, please email Mr. Hewson at hewsonk@lrzd.ab.ca or phone using the contact information below.

Principal's Update

West Meadow Elementary School

Monday, November 16

Remembering Mrs. Baptie



A bulletin board has been established at the 5-7 site in the entry way for students, staff and families to add notes, cards and memories of Mrs. Baptie.

Over the next two weeks, we will be collecting and displaying all of these notes and then sending them to Mrs. Baptie's family, as our way of remembering Mrs. Baptie and the profound impact she had on our school community.

Special thanks to the organizing committees for our Remembrance Day Assemblies. Assemblies at both sites did a great job involving students and really reinforcing the importance of November 11.

Looking Ahead...



Nov. 23 Report Cards home—both sites

Parents of students in grades 6 and 7 are encouraged to attend one or both of the following meetings to discuss schooling for Junior High students in 2010-2011:

West Meadow School Council
Tuesday, November 17
6:30 pm—5-7 Site

WCCHS School Council
Thursday, November 17
7:00 pm—WCCHS

K-4 Week at a Glance

Monday, November 16	
Tuesday, November 17	Hot Dog Day School Council Meeting—6:30 pm
Wednesday, November 18	
Thursday, November 19	Pizza Day
Friday, November 20	

Phone: (403) 625-3371
Fax: (403) 625-4920

5-7 Week at a Glance

Monday, November 16	
Tuesday, November 17	Pizza Day School Council Meeting—6:30 pm
Wednesday, November 18	Farm Safety Presentations Grade 6 swim—10-11 am
Thursday, November 19	
Friday, November 20	Grade 5 swim—10-11 am

Phone: (403) 625-4464
Fax: (403) 625-4283

School Council Meeting

*Tuesday,
November 17
6:30 pm*



Our monthly school council meeting will be happening Tuesday, November 17 at 6:30 pm at West Meadow 5-7 Site. An agenda for the meeting has been emailed to families and posted on the school website.

A primary item on the agenda will be discussion concerning school configurations for grades 7-8 for the 2010-2011 school year. In addition, we will be discussing activities happening in conjunction to the Olympic torch passing through Claresholm and an opportunity to view the modernization progress in the library and general lobby area of the school.

We encourage all families to attend but especially parents with students currently in grade 6 and 7. A separate note inviting these families was sent home with students on Monday.



Visit us online at www.lrzd.ab.ca/school/westmeadow

Subject: AB Police and Peace Officer Training Centre - Fort Macleod

From: "Mary Swanek" <Mary.Swanek@gov.ab.ca>

Date: Tue, 17 Nov 2009 13:48:14 -0700

To: undisclosed-recipients;

The following email is being sent to you on behalf of Mayor Shawn Patience, Town of Fort Macleod:

Attention: SouthGrow Mayors, Reeves, CAOs, and EDOS:

I apologize if you receive this email more than once.

Please contact Mayor Patience at 403-553-4232 or E.D.O. Martin Ebel at 403-553-4425 with any questions regarding this email.

Hello Everyone;

On behalf of our Town Council and our community, I am seeking your assistance in helping us move the Alberta Police and Peace Officer Training Centre project off the planning table and into the construction phase.

The council of Fort Macleod is arranging a trip to Edmonton to show support for the project and to expedite the request for an Alberta Capital Bond issue to support capital construction of the facility. As most of you are aware, our community has been promoting and planning for the centre since June of 2005 and were announced the successful bidding community on the 30th of August 2006.

Since that time, our community, and region, has waited patiently, but to date we have not received any financial commitment for the project from the province. We are convinced it is an opportune time to make a concentrated effort to secure the funding from the province and to have them fulfill their commitment. We have always believed this project will provide a much needed economic shot in the arm for our community and indeed, for the entire region, during both construction and operation, not to mention the impact it will have on enforcement officer training.

To this end, we have arranged, in conjunction with our M.L.A., a meeting with Solicitor General Fred Lindsay, Finance Minister Iris Evans and M.L.A. Evan Berger at the legislature on Wed. Nov 25th at 12 noon. After our meeting we will move into the legislature for the 1pm sitting and be introduced to the members as a whole under the premise of seeking support for the training centre. We feel there would be tremendous value to include municipal leaders from around southern Alberta to show regional support for the project and to emphasize the widespread economic impact the facility will have.

We respectfully ask for your support by sending a representative from your community, M.D., County or organization to participate as a part of the delegation. Ideally that representative would be the Mayor or Reeve, however, we would certainly be pleased to welcome a Councilor (or Alderman) and or Economic Development Officer or C.A.O. in their absence. We are respectful of the fact that this is short notice, however, we feel the timing is pertinent as the question of another bond issue is currently in front of government, as is the development of the 2010 provincial budget. Preliminary plans include leaving Fort Macleod at approximately 5 pm on the 24th, stay overnight in Edmonton, fulfill our responsibilities at the legislature and return home immediately after with an estimated time of arrival back in Fort Macleod at 8 pm on the 25th.

Our goal, assuming we receive the support from our neighboring communities, is to charter a 48 seat tour bus for transporting the delegation. The town of Fort Macleod will be happy to cover costs, incl. transportation between Fort Macleod and Edmonton, accommodation and meals, unfortunately we can not cover individual remuneration. We would try to make the trip as enjoyable as possible. Due to time restraints we would ask for a response by no later than Friday afternoon, the 20th, at 4 pm, to ensure sufficient time to make the necessary arrangements. Please RSVP to edo@fortmacleod.com or by calling

myself or Martin at the numbers below. We are seeking support from the R.E.D.A.'s and communities of Alberta Southwest and Southgrow, as well as representatives from Lethbridge Economic development and Lethbridge College.

Please rest assured your previous support and encouragement for this project has been appreciated and certainly not forgotten. Please contact myself at 403-553-4232 or our E.D.O. Martin Ebel at 403-553-4425 with any questions.
We look forward to your positive response and much needed assistance.

Mayor R. Shawn Patience
Town of Fort Macleod

Mary J. Swanek

Client Service Representative
Alberta Finance and Enterprise
Administrator, SouthGrow Regional Initiative

Lethbridge, Alberta
Ph: (403) 381-5414
Visit Us At: www.southgrow.com

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential information and is intended only for the individual named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail.

_____ NOD32 4618 (20091118) Information _____

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

Subject: SouthGrow's Recognition Awards - Nomination Deadline November 30, 2009

From: "Mary Swanek" <Mary.Swanek@gov.ab.ca>

Date: Thu, 19 Nov 2009 09:40:44 -0700

To: undisclosed-recipients;

The deadline date for nominations is November 30th, 2009.

SouthGrow Regional Initiative is launching its third annual "Celebration of Creating Opportunities..." event with a call for nominations in the categories of:

- Excellence in Investment/Business Attraction
- Excellence in Business Retention/Growth/Expansion
- Excellence in Collaboration/Partnership
- Excellence in Innovation

You may recall from past years that this event is geared towards recognizing success and rewarding the efforts made towards developing the regional economy. Through this process, SouthGrow Regional Initiative honors organizations / individuals / municipalities and businesses. While the nomination process takes place from September 8th to November 30th, the "Celebration of Creating Opportunities..." event will take place on January 21, 2010.

We encourage you to review the criteria (attached and available at www.southgrow.com) in each award category and nominate best examples of organizations / agencies / municipalities and businesses in the SouthGrow Regional Initiative area. Please note that self-nominations are also encouraged. All nominees will be listed on SouthGrow Regional Initiative's website. A team of three judges will review all submissions in December. In addition to receiving a special "SouthGrowN Award", the top two organizations / agencies / municipalities / businesses in each category will be featured as SouthGrow's "Success Stories" and will be included on the website as well as the investment attraction packages as part of SouthGrow's marketing campaign positioning the area as an excellent place to live and do business.

Previous winners have included:

- Alberta Birds of Prey Foundation
- Adora Kitchens Ltd., Coaldale
- Blood Tribe Economic Development
- B&B Ag Service, Mossleigh
- Town of Coaldale
- Community Futures Chinook, Taber
- Economic Development Lethbridge
- Village of Nobleford
- Taber Chamber of Commerce

I invite you to contact the SouthGrow office if you require further information regarding the nomination process. We look forward to hearing from you.

<<southgrownominationform.pdf>>