



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

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

CALL TO ORDER

AGENDA: ADOPTION OF AGENDA

MINUTES: REGULAR MEETING MINUTES OCTOBER 26, 2009

**DELEGATIONS: WILLOW CREEK RECYCLING & BOTTLE DEPOT – Shelley O'Neil
 RE: Contract Renewal**

ACTION ITEMS:

1. **BYLAW #1534 – Unsightly Premises and Snow Removal**
 RE: 1st Reading
2. **DELEGATION RESPONSE: KINSMEN / KINETTE JOINT PROJECT COMMITTEE**
 RE: Plans for a Toboggan Hill & Gazebo
3. **CORRES: Hon. Ray Danyluk, Minister of Municipal Affairs**
 RE: Municipal Sustainability Initiative
4. **CORRES: Telus Communications**
 RE: Site Lease Renewal Option
5. **CORRES: Communities in Bloom**
6. **CORRES: Winnifred Worbetz**
7. **MD OF WILLOW CREEK – Lease Agreement**
8. **WATER CONVEYANCE & SUPPLY AGREEMENT**
9. **ADOPTION OF INFORMATION ITEMS**
10. **IN CAMERA – LEGAL**

INFORMATION ITEMS:

1. **Information Letter – Government of Alberta Sustainable Resource Development, September 10, 2009**
2. **Email from Magan Braun, Claresholm Healthy Community Coalition, November 3, 2009**
3. **West Meadow Elementary News – November 2009**
4. **Claresholm Food Bank – Thank You**
5. **Claresholm Meals on Wheels – Information Letter**
6. **Claresholm & District FCSS Meeting Minutes – September 16, 2009**
7. **West Meadow Elementary School Principal's Update – October 26, 2009**
8. **College Honours 'Best of the Best' in Family Medicine – Dr. George Gish**
9. **Claresholm Animal Rescue Society Meeting Minutes – October 15, 2009**
10. **SouthGrowN Sustainability Conference – March 4, 2010**

ADJOURNMENT:



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING MINUTES
OCTOBER 26, 2009**

- CALL TO ORDER:** The meeting was called to order at 7:10pm by Mayor Rob Steel
- PRESENT:** Mayor Rob Steel; Councillors: Shirley Isaacson, Don Leonard, Doug MacPherson, David Moore, Connie Quayle and Daryl Sutter; Chief Administrative Officer: Kris Holbeck; Secretary-Treasurer: Karine Wilhauk
- ABSENT:** None
- AGENDA:** Moved by Councillor MacPherson for unanimous consent to add
7. **CORRES: Oldman River Regional Services Commission (ORRSC)**
RE: Position Paper on the South Saskatchewan Regional Plan
to the Agenda.
CARRIED
- Moved by Councillor Sutter for unanimous consent to add
9. **IN CAMERA – PERSONNEL**
to the Agenda.
CARRIED
- Moved by Councillor Isaacson that the Agenda be accepted as amended.
CARRIED
- MINUTES:** **REGULAR MEETING – OCTOBER 13, 2009**
- Moved by Councillor Quayle that the Regular Meeting Minutes of October 13, 2009 be accepted as amended.
DELEGATION: Alvin Reinhard Fritz Architect Inc.
“...just south of the Granum interchange at Highways 2 and 519.”
CARRIED
- FINANCES:** **SEPTEMBER 2009 BANK STATEMENT**
- Moved by Councillor Sutter to accept the September 2009 bank statement as presented.
CARRIED
- DELEGATIONS:** **KINSMEN / KINETTE JOINT PROJECT COMMITTEE**
RE: Plans for a Toboggan Hill & Gazebo
- Jason Hemmaway spoke to Council on behalf of the Kinsmen and Kinette Joint Project Committee which was formed to start planning for their 25th anniversary in 2014. They hope to hold fund raising events over the next few years in order to construct a toboggan hill and gazebo in one of the park areas in Town to mark this anniversary.
- ACTION ITEMS:**
1. **DELEGATION RESPONSE: Alvin Reinhard Fritz Architect Inc.**
Received for information.
2. **CORRES: Claresholm Healthy Community Coalition**
RE: Free Public Swim Initiative
- Moved by Councillor Isaacson to support the public swim initiative by the Claresholm Healthy Community Coalition with a ten hour donation of pool time for a total cost of up to \$1,500.
CARRIED
3. **CORRES: Kaye McKee**
RE: Thank You
Received for information.
4. **Property Tax Exemption Application – Claresholm Curling Club**
- Moved by Councillor Quayle that the Property Tax Exemption Application for the Claresholm Curling Club be approved for the taxation year 2010.
CARRIED
5. **Policy #87 – Asset Classification**

Moved by Councillor MacPherson to adopt Policy #87 regarding Asset Classification effective October 26, 2009.

CARRIED

6. REVENUE & EXPENDITURE REPORT – YEAR TO DATE

Received for information.

**7. CORRES: Oldman River Regional Services Commission (ORRSC)
RE: Position Paper on the South Saskatchewan Regional Plan**

Moved by Councillor MacPherson to adopt the Resolution as presented by the Oldman River Regional Services Commission.

CARRIED

8. ADOPTION OF INFORMATION ITEMS

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

CARRIED

9. IN CAMERA – PERSONNEL

Moved by Councillor MacPherson that this meeting go In Camera.

CARRIED

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

CARRIED

ADJOURNMENT: Moved by Councillor Moore that this meeting adjourn.

CARRIED

Mayor – Rob Steel

Chief Administrative Officer – Kris Holbeck, CA

DELEGATIONS

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

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT made this 9th day of ^{Dec}~~January~~, A.D. 2007

BETWEEN:

The Municipal District of Willow Creek No. 26, a body corporate, under the Municipal Government Act, R.S.A. 2000, Chapter M-26, the Town of Claresholm, a body corporate, under the Municipal Government Act, R.S.A. 2000, Chapter M-26, hereinafter referred to as "the municipalities";

AND:

Willow Creek Recycling and Bottle Depot Inc. of Claresholm, Alberta and its representative, Shelley O'Neil, hereinafter referred to as Willow Creek Recycling.

WHEREAS the municipalities are desirous of diverting recyclable materials from the Regional Landfill, located within The Municipal District of Willow Creek No. 26;

NOW, THEREFORE, THE PARTIES DO HEREBY ENTER INTO THIS AGREEMENT AS FOLLOWS:

1. The Willow Creek Recycling shall provide for the recycling of the following materials, but not limited to those stated: cardboard, paperboard, newsprint, paper, tin and plastics;
2. That Willow Creek Recycling shall provide documentation showing the tonnage of recycled materials diverted from the Regional Landfill and said documentation shall be forwarded to The Municipal District of Willow Creek No. 26, on a quarterly basis or as the recycled materials are being sold or disposed of;
3. That the municipalities shall pay to Willow Creek Recycling on a quarterly basis, upon receipt of the documentation showing diverted tonnage, a sum of \$125.00 per tonne in 2008 and \$150.00 per tonne in 2009, to be cost shared on a 50/50 basis between the municipalities, that amount being \$62.50 per tonne in 2008 and 75.00 per tonne in 2009 per municipality;
4. That The Municipal District of Willow Creek No. 26 shall pay the quarterly sum, in its entirety, to Willow Creek Recycling and shall submit on a quarterly basis, to the Town of Claresholm for reimbursement of 50% of each payment;
5. That this agreement shall be deemed to have been in effect on the 1st day of January, 2008 and expiring on the 31st day of December, 2009;



6. That the municipalities may at all reasonable times by their agents enter and inspect the premises of Willow Creek Recycling including documentation required under this agreement;
7. That this agreement may be terminated by either party, by giving 30 days written notice, with reasons stated for said termination, either party meaning the municipalities jointly or Willow Creek Recycling.

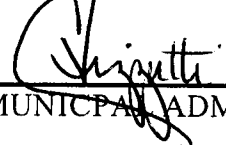
IN WITNESS WHEREOF the parties of the first part have hereunto affixed their corporate seals as attested by its officers duly authorized on their behalf and the party of the second part has hereunto set his hand the day and year first written.

Signed, Sealed and Delivered
in the presence of

**THE MUNICIPAL DISTRICT OF
WILLOW CREEK NO. 26**

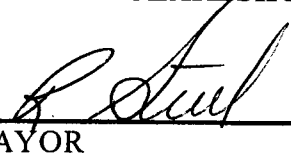


REEVE




MUNICIPAL ADMINISTRATOR

TOWN OF CLARESHOLM

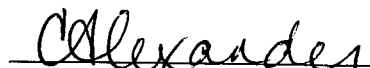


MAYOR

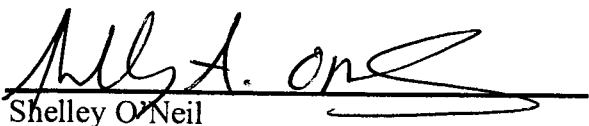


TOWN MANAGER

**WILLOW CREEK RECYCLING AND
BOTTLE DEPOT**



Witness to the Signature of Shelley
O'Neil, representative of Willow Creek
Recycling and Bottle Depot Inc..



Shelley O'Neil

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 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 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 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

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

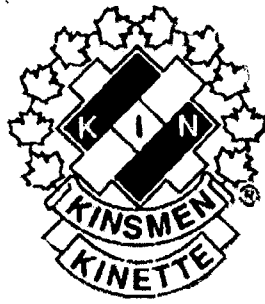
2. The minimum and specified penalty for a violation of Section 3.4 of this Bylaw is a fine in the amount of:
 - First Offence: \$500.00
 - Second Offence: \$1,000.00
 - Third Offence: \$1,500.00

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.



October 21, 2009

Town of Claresholm

Re: Kinsmen/Kinette joint projects

We are formally requesting an opportunity to speak to your council about the Kinsmen and Kinette clubs plans for a family toboggan hill and gazebo at Centennial Park.

Yours truly,

Jason Hemmaway
Chairman
Kinsmen/Kinette Joint project committee

Kinsmen and Kinette Joint Venture Presentation

1. Welcome
2. Thank you for this opportunity to speak before you today
3. Your local Kinette and Kinsmen clubs want to commemorate their 25th Anniversary in Claresholm
4. To commemorate our community commitment to family past and present we would first like to build a Gazebo by the Spray Park and then a toboggan hill south of their bordering the baseball diamonds. We are planning for a completion date of 2014 our 25th Anniversary.
5. We are here today to ask for your permission, support and collaboration in building these two projects.
6. To fund these projects we are planning a large scale cabaret with live bands for about 750 people to be held beside the Curling Club with during the summer for the next five years if necessary.
7. We will also try and get between five and ten major sponsors

To re-cap

1. **Permission to construct gazebo and toboggan hill**
2. **Permission to hold dance**
3. **Support and collaboration with the construction phase of these projects which will be mutually beneficial to the residents of Claresholm**

Pictures

Kinette and Kinsmen 20th Anniversary Joint Venture

Meeting #1, September 13th

The committee is made up of the following members Kirby Watt, Todd Heggie, Jason Hemmaway, Jill Roland, Connie Quayle, Leslie McDavid and Naomi Thompson. Meeting called to order at 8:10 pm by Kirby Watt, Todd Heggie made suggestion we pick a Chairperson. Jason Hemmaway volunteered, all in favour. Purpose of joint venture is to build something to commemorate our 20th Anniversary. Two solid ideas came ahead, first being a gazebo or camp kitchen for families too picnic in beside the Spray Park, second being a toboggan hill and fire pit area to go south of the Spray Park. To be able to fund this project we decided to have a larger scale dance to raise funds, every year for the next five years if needed, we would also apply for government funds to match what we have raised.

To plan and execute the dance we need the full commitment from all members of both clubs before we proceed. Two possible dates were chosen to take back to our respective clubs and decided on, those being June 12th or August 28, 2010.

The place picked to have the event is the big open field north of the Curling Club. It was also decided to have a successful turnout we need to keep the ticket prices reasonable, we decided to put the ticket prices at \$40 per couple and \$25 per individual, also to have bar cards at \$20 for 7-8 drinks. The next step is to have the venue host about 750 people, resulting in about \$18000 taken in before expenses – keep expenses at no more than \$9000. A budget needs to be set for the event so the committee next accepted different jobs to bring back information for the next meeting if the clubs are in favour of proceeding. Designated jobs are as follows:

1. Todd – Tent prices and Insurance
2. Jill + Kirby – Entertainment
3. Leslie – Midnight Lunch + condiments + plates etc.
4. Naomi + Connie – Booze + cups + tables and chairs etc.
5. Jason – Presentation to town about project

It was also decide to have successful ticket sales we need to start advertising before Christmas this year and hit all towns within a 45 minute radius of Claresholm.

Next meeting is set for October 28th, meeting adjourned.

Budget for 25th Anniversary Projects

Gazebo:

- permits
- dirt work – trench in power and maybe gas
- materials – cement, wood, lighting
- electrician
- BBQ???
- picnic tables
- landscaping – grass, trees
- construction donated by Kinsmen and Kinettes

Toboggan hill:

- permits
- dirt work – bring dirt in possibly donated by town??
- materials – cement block(\$9000), dirt, gravel for fire pit area
- fire pit + cement benches
- landscaping – boulders, trees, irrigation system, fencing

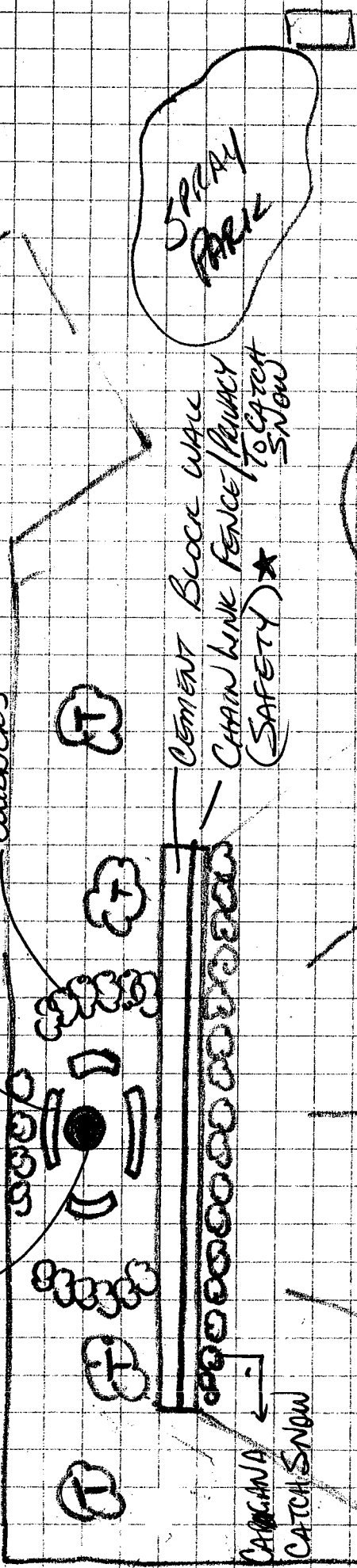
(Approach Town and M.D. about donating equipment/materials etc.)

25 Celebration Ceremonies:

- commemorative plaques
- band for Gazebo
- free lunch or super – beer gardens, dance later, fire works
- fair games (gunny sack race, bed race etc??)

FIRE PIT

CEMENT BENCHES
BOULDERS



CEMENT BLOCK WALL
CHAIN LINK FENCE / DRIVEWAY
(SAFETY) *

CATCHMENT
CATCH SNOW

GAZEBO

PLAY
GROUND

FILL - BOURGESS GRAVE ETC. - M.D.
12-6" - TOP SOIL FOR GRASS
+ SPRINKLER SYSTEM TO PROMOTE GRASS
GROWTH

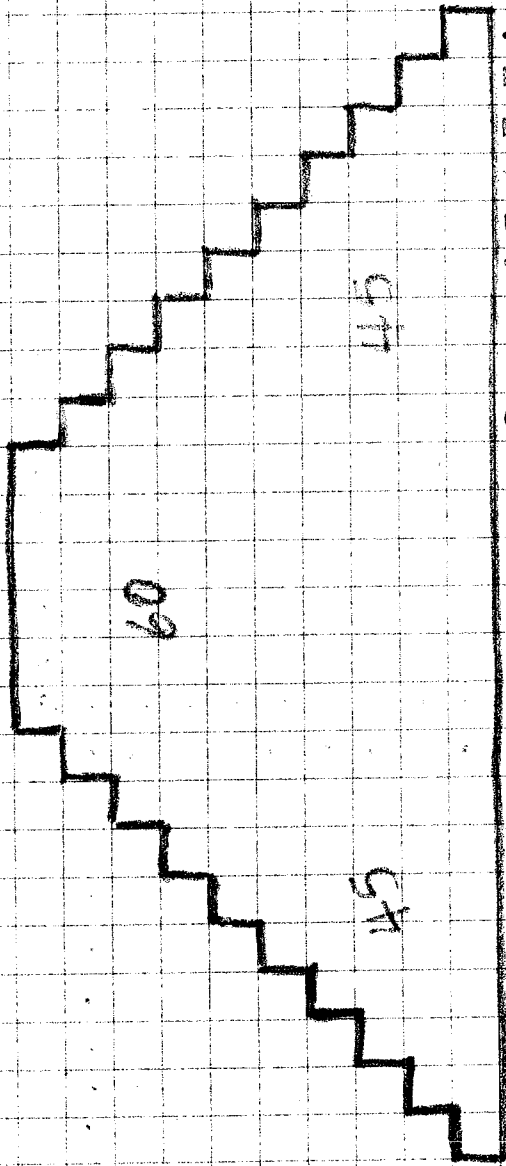
BALL
DIAMOND

BALL
DIAMOND

150 - Block.

Block's 2' x 3'

72' Long - 20' High.



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32



ALBERTA
MUNICIPAL AFFAIRS

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

Agenda
Nov 9

AR44135

October 1, 2009

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

Dear Mayor Steel:

Thank you for your project application under the capital funding component of the Municipal Sustainability Initiative (MSI).

I am pleased to inform you that the following project has been accepted as a qualifying project under the capital funding guidelines. Your municipality may apply the following amount of your MSI capital funding allocation to the qualifying costs of the project:

CAP-1272	Main Water Pumping Station Upgrade	\$500,000
----------	------------------------------------	-----------

In order to recognize your success through this project, and to recognize the contribution that the MSI has made in achieving this success, please include this project in a published list of MSI-funded projects that is available to the public.

As per the MSI capital guidelines, I may select specific projects that merit enhanced public recognition. If the above project is selected, my ministry will contact you to develop a joint communication plan.

I wish you, your council, and the municipality's staff success with the project.

Sincerely,

Ray Danyluk
Minister

cc: Evan Berger, MLA, Livingstone-Macleod
Kris Holbeck, Chief Administrative Officer, Town of Claresholm



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

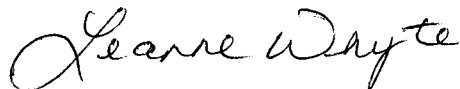
Pursuant to paragraph 1b of the subject agreement dated July 1, 2000, please consider this letter as formal notice of TELUS Communications Inc.'s intention to exercise our renewal option for a further ten years, commencing on January 1, 2011 through to December 31, 2020.

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



November 12, 2009

The Mayor and Council
Town of Claresholm
P.O. Box 1000
Claresholm, AB T0L 0T0

RE: 2009 COMMUNITIES IN BLOOM

On behalf of the Claresholm Committee, Communities in Bloom, I wish to thank the Town of Claresholm for its support this year. The financial support for the program was much appreciated.

We were proud to represent the Town of Claresholm at the 2009 Provincial Awards in Strathmore. The "Clean Up, Green Up, Spruce Up" campaign initiated by our committee and the Chamber of Commerce was recognized. We had worked hard all summer to support this program.

Yours truly

A handwritten signature in cursive script that reads "R. Wishart".

Rosemary Wishart
Chairperson, Claresholm Committee, Communities in Bloom
P.O. Box 2547, Claresholm AB T0L 0T0

Claresholm Town Council, Jeff Gibeau and Chris Holbeck

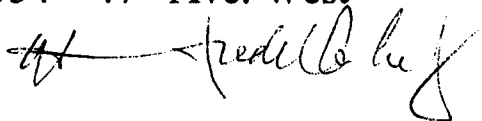
Enclosed are the photos and plant samples related to my complaint filed around September 14th 2009. This activity has been going on all summer. Numerous people are doing this work but Tim Kenny does not participate. They work all hours of the day and weekends, when there is considerable wind and right next to my garden.

I am waiting for the results from soil sampling. Also I am meeting with a member of the Environment Division. The soil is covered with white granules and is on the leaves of the plants. The gray dust settles on the leaves, fruit of the trees and comes into the house. We cannot enjoy the backyard.

There is a constant rotation of old vehicle frames and car and truck bodies. The tow truck parks in the alley blocking the opening of my back gate. Also they interfere with the garbage truck and anyone who wish to drive the alley.

I continue to take pictures and would appreciate your immediate action. If not then I will take legal action.

Winnifred Worbetz
354 - 47th Ave. West



NOTE: 10/8/09. Winnie called + the samples (soil) came back with high levels of lead/magnesium + iron.



LEASE AGREEMENT made this 1st day of October, 2009

BETWEEN:

THE MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26

(hereinafter called "the Lessor")

OF THE FIRST PART,

- and -

TOWN OF CLARESHOLM

(hereinafter called "the Lessee")

OF THE SECOND PART

LEASE

LEASE dated the 1st day of October, 2009

BETWEEN:

THE MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26

(hereinafter called the "Lessor")

OF THE FIRST PART,

- and -

TOWN OF CLARESHOLM

(hereinafter called the "Lessee")

OF THE SECOND PART.

WITNESSETH that in consideration of the rents, covenants and conditions received and given herein, the Lessor does hereby lease to the Lessee those lands described as follows:

THE MOST NORTHERLY 290 FEET OF MOST WESTERLY
750 FEET OF BLOCK D, PLAN 4117 J.K.

(hereinafter called the "said lands").

1. **TO HAVE AND TO HOLD** the same unto the Lessee for a term of one year beginning on the 1st day of October A.D. 2009 and to end on the 30th day of September A.D. 2010.
2. **YIELDING AND PAYING** therefore to the Lessor at Claresholm, Alberta, the sum of \$1.00 (being a clear yearly rent of \$1.00 per annum) payable in full on execution of this lease.
3. **AND THE LESSOR COVENANTS** that if the Lessee duly performs all the covenants herein contained and pays the said rent, he shall have the quiet enjoyment of the said lands without disturbance by the Lessor or those claiming under him.

4. **AND THE LESSEE COVENANTS** that he:

- (a) will not, without leave in writing, which leave shall not be unreasonably withheld, further assign or sublet;
- (b) will no carry on any offensive trade on the said lands;
- (c) will not, without leave in writing, permit others to occupy the said lands or any part thereof for a period of more than 30 consecutive days at any one instance during the term of this lease;
- (d) will pay the said rent without deduction, setoff or abatement;
- (e) will keep the said lands clean, neat and in good repair and at the end of the term yield them up in such good condition (excepting reasonable wear and tear and fire or storm damage occurring without his negligence);
- (f) will within 30 days of any written notice to do so, repair any defect in the said lands occurring after the commencement of this lease and resulting from his acts or neglect;
- (g) will not use the said lands except for carrying on therefrom air terminal operations and related activities and businesses;
- (h) will pay all municipal taxes levied against the said lands on both land and improvements and will pay all utility charges levied in connection with the said lands;
- (i) does hereby accept the state and condition of the said lands and of the Lessor's title thereto;
- (j) will keep the fences in a good state of repair;
- (k) will at all times during the term at his sole expense place and maintain in force with insurers and in amounts and in forms of policy and insured by insurers satisfactory to the Lessor acting reasonably, the following insurance and exhibit to the Lessor certificates thereof:
 - Comprehensive, public liability and property damage insurance protecting the Lessee and the Lessor (without any rights of cross claim or subrogation against the Lessor) against claims for personal injury, death, property damage or third-party or public liability claims arising from any accident or occurrence upon the said lands;

- (l) will, except to the extent the Lessor is indemnified by insurance, indemnify and save harmless the Lessor against all liabilities, costs, damages, loss, fines, suits, claims, demands and actions or causes of action of any kind, for injuries to persons or loss of life or damage to property, including loss or damage to the property of the Lessee, and whether for third-party liabilities or direct or indirect loss to the property of the Lessor, for which the Lessor may become liable or suffer, by reason of or arising out of or connected with any negligence with or breach of laws or bylaws of the terms, covenants and provisos of this lease, on the part of the Lessee, its servants as employees;
- (m) will comply with all applicable laws and government regulations;
- (n) will not register this lease against the Lessor's title and if a caveat is filed, will on request, postpone the same to any mortgage; and
- (o) will vacate the said lands on expiry or termination of this lease.

5. **AND THE PARTIES FURTHER AGREE THAT:**

- (a) the Lessor or his agent may at all reasonable times enter and inspect the said lands;
- (b) notices delivered to or mailed two business days before by registered mail to the Lessee at P.O. Box 1000, Claresholm, Alberta, T0L 0T0; or to the Lessor at P.O. Box 550, Claresholm, Alberta, T0L 0T0, shall be deemed effectively given;
- (c) any default by the Lessee may be made good by the Lessor at the Lessee's expense;
- (d) except as hereinafter set out neither the Lessor nor the Lessee shall have the right to terminate this lease before the expiry of the term;
- (e) upon the rent or any part of it remaining unpaid when due (with or without demand) or any serious breach of covenant remaining uncured for two or more days after notice to cure it, or upon the Lessee becoming insolvent or suffering executions or seizures against him to go unsatisfied, for a period of 15 days, the Lessor may at his option elect to terminate this lease forthwith, whereupon any unpaid rent shall become due automatically;

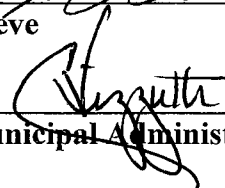
- (f) The Lessor acknowledges that the Lessee is the owner of the building situate on the said lands and will retain ownership of the building on termination of this lease;
- (g) the Lessor shall retain at all times during the term the right to enter upon the said lands by its employees, agents and with or without machinery and equipment to maintain the existing drainage ditch crossing the said lands;
- (h) nothing but a signed instrument in writing shall be a waiver by the Lessor of any rights, and that accepting rent with knowledge shall never by a waiver;
- (i) if the Lessee overholds and the Lessor then accepts rent, a month-to-month tenancy only shall be created;
- (j) the Lessor's remedies and rights (including distress) are all cumulative and not alternative; and
- (k) the terms Lessor and Lessee as herein used shall include the feminine and plural and a body corporate where required by the context, and that these presents and everything herein contained shall enure to the benefit of an be binding upon the parties hereto, their successors and assigns, respectively.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals as attested by their officers duly authorized in that behalf the day and year above written.

THE MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26



 Reeve



 Municipal Administrator

PARTY OF THE FIRST PART,

TOWN OF CLARESHOLM

 Mayor

 Municipal Administrator

PARTY OF THE SECOND PART

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, _____, 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 5 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, _____, 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 4 - SUPPLY AND PURCHASE

4.1 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.

4.2 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.

4.3 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.

4.4 The Claresholm will use Best Efforts to supply the Co-op with Water pursuant to the terms of this Agreement.

4.5 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 5 - WATER SHORTAGES

5.1 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 6- OWNERSHIP OF THE CLARESHOLM SYSTEM

6.1 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.

6.2 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;

6.3 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 7 - CONSTRUCTION AND OWNERSHIP OF THE WATER METER VAULT

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

7.2 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.

7.3 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 8 - METERING EQUIPMENT ACCURACY

8.1 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.

8.2 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 9.3, herein, in computing the volumes being metered and such equipment shall be adjusted properly at once to record accurately.

8.3 If the metering equipment is out of service, out of repair or outside the limits specified in Section 9.2 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 9 - RATES AND BILLING

9.1 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.

9.2 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.

9.3 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.

9.4 Claresholm shall notify the Co-op three (3) months in advance of any change in the unit price.

ARTICLE 10-SUSPENSION OF SERVICE

10.1 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:

1. 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;
2. 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;
3. 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
4. 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.

10.2 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.

10.3 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.

10.4 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:

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

ARTICLE 11 - REPAIRS, MAINTENANCE AND REPLACEMENTS

11.1 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 12 - FORCE MAJEURE

12.1 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.

12.2 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 13 - INDEMNITY AND INSURANCE

13.1 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 MD or Granum, their respective licensees, contractors, subcontractors, officers, servants, agents, workmen, employees or elected officials relating to the MD or Granum's obligations under the terms of this Agreement, as well as any failure on the part of Claresholm to supply Water pursuant to the terms of this Agreement as a result of events outlined in Articles 10, 11 and 12 of this Agreement, including but not limited to all costs incurred by Claresholm, including but not limited to legal fees (calculated on a full indemnity basis) and disbursements incurred by Claresholm defending any such claims.

13.2 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.

13.3 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.

13.4 If one party fails to maintain the currency of any policy contemplated by this Article 14, 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 14 - PERFORMANCE BY THE CO-OP

14.1 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.

14.2 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.

14.3 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.

14.4 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 15 - DISPUTE RESOLUTION

15.1 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 16- GENERAL**Notices**

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

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

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

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

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

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

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

Town of Claresholm

Box 1000

Claresholm, Alberta, Canada T0L 0T0

403 625-3381 phone

403 625-3869 fax

Attention: Chief Administrative Officer**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

16.2 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

16.3 Time shall be of the essence of this Agreement.

Preamble and Schedules

16.4 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

16.5 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

16.6 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

16.7 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

16.8 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

16.9 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

16.10 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

16.11 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

16.12 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

16.13 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

16.14 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

16.15 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

16.16 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

16.17 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

16.18 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

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

Assignment

16.20 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

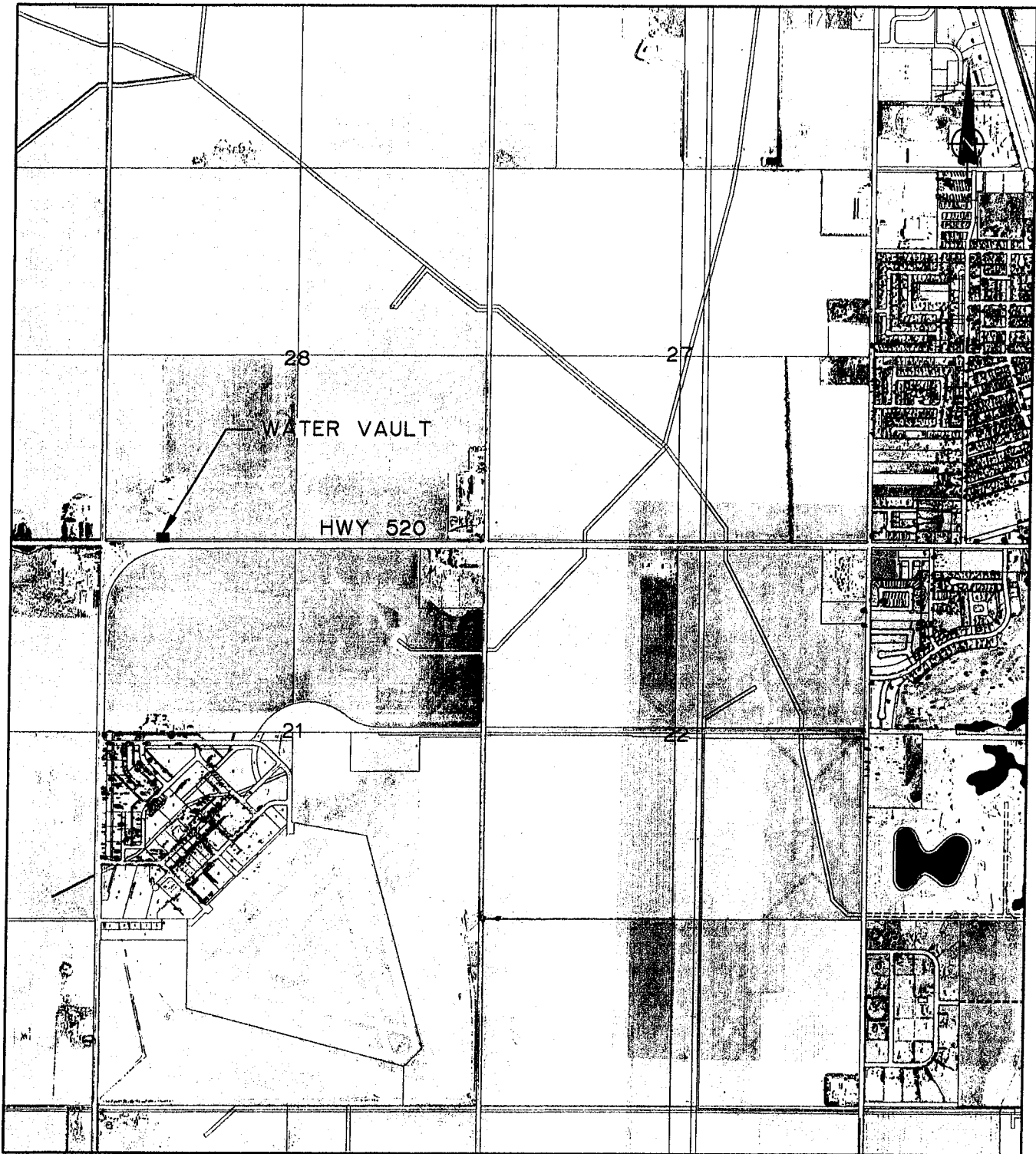
Per: _____

Per: _____

The Water Pipeline Co-op Ltd.

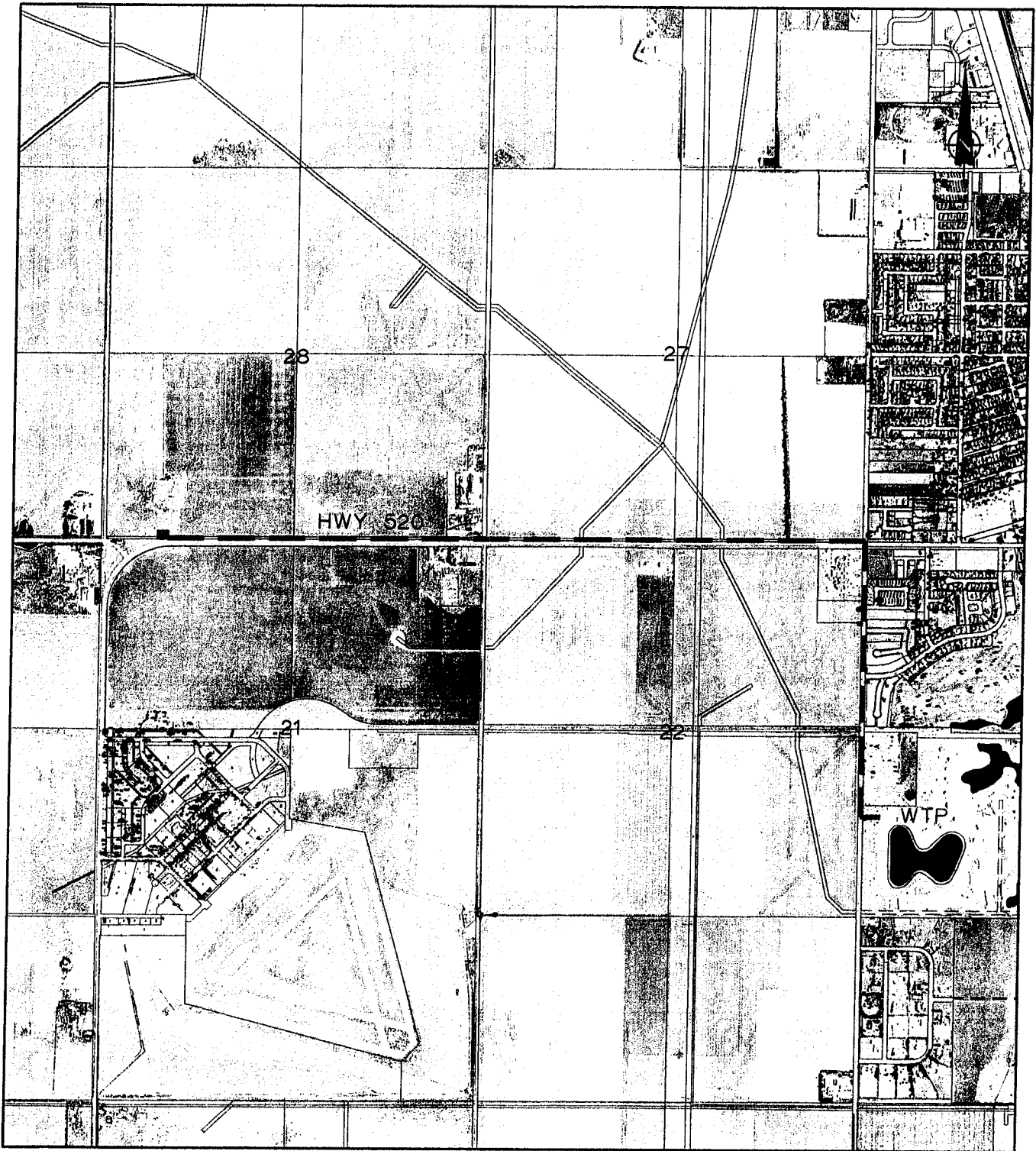
Per: _____

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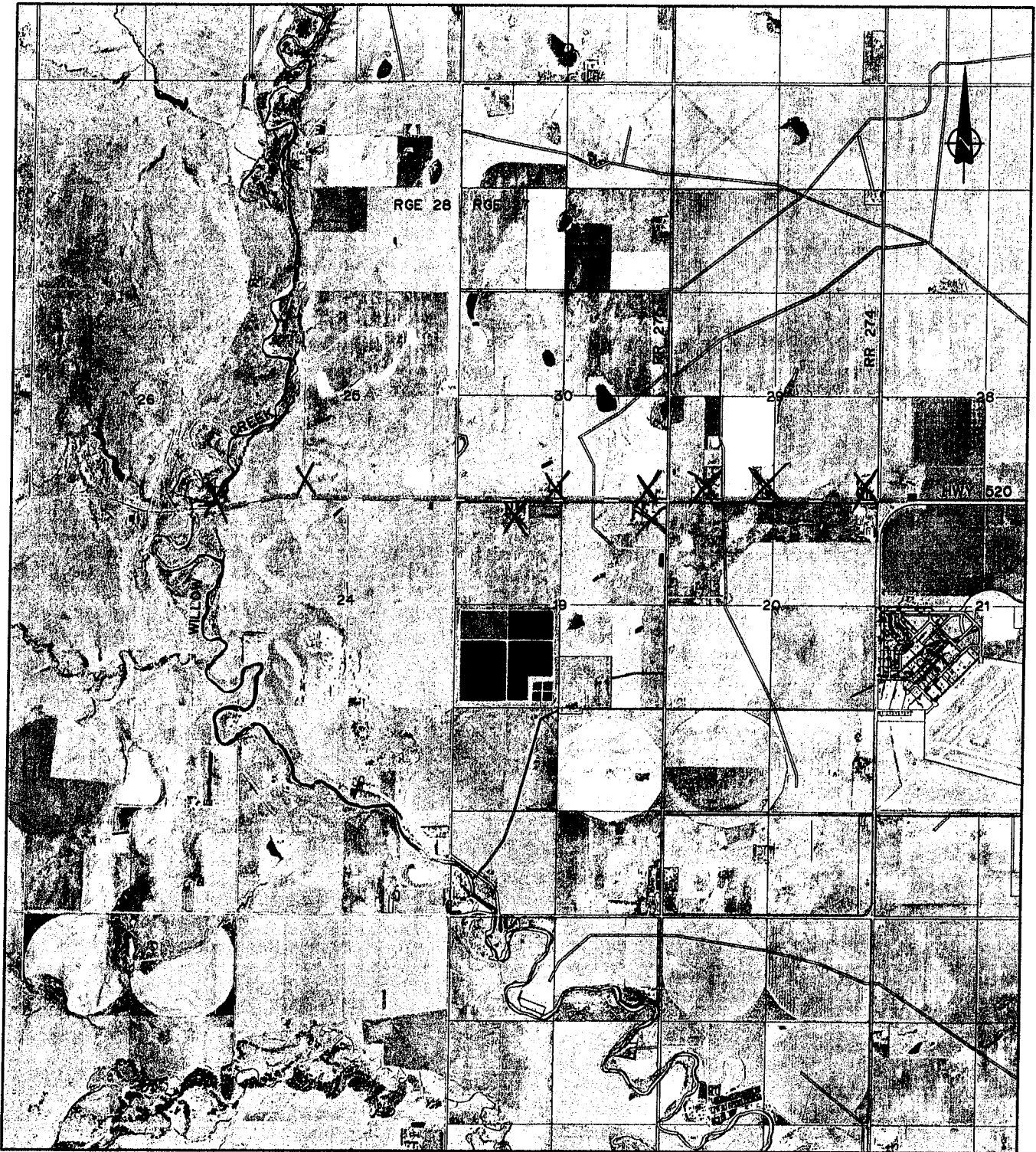
WATER VAULT LOCATION
SCHEDULE "A"





CLARESHOLM SYSTEM
SCHEDULE "B"





CO-OP SYSTEM
SCHEDULE "C"



**CLARESHOLM WATER SUPPLY AGREEMENT
SCHEDULE "D"**

**TOWN OF CLARESHOLM
RECORD OF PROPERTIES SENT NOTICE BY REGISTERED MAIL**

<u>UTILITY ACCOUNT #</u>	<u>LEGAL DESCRIPTION</u>
2411.000	W1/2, SW1/4 29-12-28 W4M
8002.000	E1/2, SW1/4 29-12-28 W4M
8000.000	SE1/4 30-12-27 W4M
8008.000	SE1/4 29-12-28 W4M
8004.000	NE1/4 19-12-28 W4M
Town owned land	SW1/4 26-12-28 W4M
8007.002	NW1/4 19-12-28 W4M
8013.000	SE1/4 25-12-28 W4M
8015.000	SW1/4 30-12-27 W4M

INFORMATION ITEMS

Sale of Public Land to Municipalities

Purpose

To clarify and update Sustainable Resource Development's procedure for the sale/use of public land to municipalities in response to the Government of Alberta's decision that nominal sum disposal of Crown land is not available at this time.

Background

Previously, Sustainable Resource Development would recommend that public land required by municipalities, cities, towns, and villages for specific public works, be sold for \$1.00, subject to a sell-back agreement registered on title. The sell-back agreement may only be discharged from title if the department is agreeable to the discharge and the purchaser pays the fair market value of the land at the time of the discharge request.

Procedure

When a municipality applies to purchase public land for any purpose, including public works, and Sustainable Resource Development determines that public land is suitable for sale, a recommendation for sale is made to the Minister to sell the land at the appraised value. This value will be assessed at current, fair market value. All sales to municipalities must also be approved by the Lieutenant Governor in Council.

Alternatively, the municipality may apply to lease the public land for required public work. Regardless of whether the municipality purchases or leases public land, the applicant remains responsible for the following:

- A boundary plan suitable for registration at Land Titles Office or a plan that meets Sustainable Resource Development Plan Standards for leasing. The applicant is also responsible for all costs with either sale or lease, including the cost of survey plans and any associated application/ land titles fees.
- Obtaining consent from any disposition holder on the land to withdraw or cancel any

existing commitment or address any other interests as identified, prior to sale or lease.

- Payment of security deposit for reclamation of the site should the municipality determine they no longer wish to retain the lease and occupy the public land.

Contacts

Departmental staff can be contacted at the address below. To use the government's toll-free Rite Line, dial 310-0000 and enter the phone number.

Lands Division
Land Dispositions Branch
5th Floor, 9915 - 108 Street
Edmonton, Alberta T5K 2G8
Phone: 780-427-3570
Fax: 780-427-1029

Subject: RE: Public Swim
From: Magan Braun <Magan.Braun@albertahealthservices.ca>
Date: Tue, 3 Nov 2009 13:13:39 -0700
To: Karine <karine@townofclaresholm.com>

Hi Karine,

Thank you so much. Can you please pass onto Town Council that we are very pleased with this donation and to thank them very much.

I have had to put all of my regular work on hold right now as I have been redeployed for the pandemic H1N1 campaign. As such I can't work on implementing the public swim until maybe December but most likely January now. Again thank you so much and I will keep you updated as we move forward.

Please pass this information along to Town Council and thank them in advance for their patience as we have this delay.

Magan Braun, BScKin, CEP

Health Promotion Strategist
Alberta Health Services - Calgary Zone Public Health
Phone: 625-8658 or 625-4061
Email: Magan.Braun@albertahealthservices.ca **Please note my new email address***

Mail: Claresholm Health Unit, Box 1391, Claresholm, AB, T0L 0T0

From: Karine [karine@townofclaresholm.com]
Sent: October 28, 2009 10:26 AM
To: Magan Braun
Subject: Public Swim

Hi Magan,

Please find a pdf version of our letter to the Claresholm Healthy Community Coalition regarding the public swim. I will be forwarding a hard copy in the mail.

Have a good day!

Karine

--

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Karine Withauk
Secretary-Treasurer
Town of Claresholm
(403) 625-3381 Phone
(403) 625-3869 Fax

**November
2009**

West Meadow Elementary News



K-4 Facility

5318—2nd St. W.
Box 728

Claresholm, AB

TOL 0T0

Ph: (403) 625-3371

Fax: (403) 625-4920



5-7 Facility

5613—8th St. W.
Box 130

Claresholm, AB

TOL 0T0

Ph: (403) 625-4464

Fax: (403) 625-4283

Principal

Mr. Kurtis Hewson

Assistant Principal

Ms. Karen Bingley

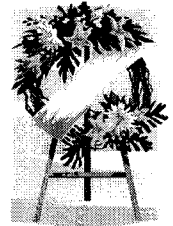
K-4 Facility

Assistant Principal

Mrs. Lynne Penniket

5-7 Facility

Our thoughts and prayers go out to the family of Sandra Maurer, a former West Meadow teacher, who passed away last week in Calgary.



School Council Chair Announcement

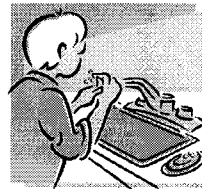


We have found a school council chair for the 2009-2010 school year! Lori Benedict has assumed the role and will be made official at the next school council meeting on November 17. Thanks to Lori for her willingness to serve the school in this role!

Responding to H1N1 Concerns

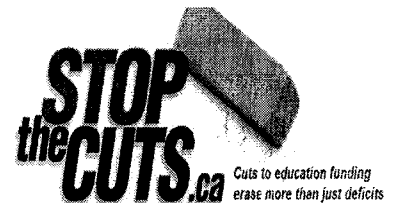
With the continued rise in H1N1 related illness in the community of Claresholm, it is important that we remain diligent in the school. We encourage families to keep students home if they are displaying flu-like symptoms and notify either school if their children are going to be absent. We do report our attendance to Public Health daily.

In the school, hand sanitizers have been placed in all classrooms and public areas, with students being encouraged to continually wash their hands and cough into their sleeves or a Kleenex. Please check the website for resources and letters for parents.



In the coming weeks, we will be engaging parents with students entering Junior High in 2010-2011 regarding grade configurations for Claresholm Schools in the coming year. Information will be coming home for these families regarding different ways to engage in the conversation.

A number of budget cuts are being planned in the near future to education in the province of Alberta. Visit stopthecuts.ca to voice your opinion and ensure that our children's education is not deeply impacted.



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

K-4 News



Upcoming Events

November 4

Picture re-takes

November 10

Remembrance Day assembly—10:45 am

November 11

Remembrance Day—no school

November 12

P.D Day—no school

November 13

Staff planning day—no school

November 17

School Council Meeting—6:30 pm

November 23

Report cards go home



Claresholm Curling Club Junior Program 2009-2010

Come out and have some fun curling, starting
Wednesday, Nov 4th

Gr 3-7 Wednesday's 4-5:00

Gr 8-12 Wednesday's 5-6:30

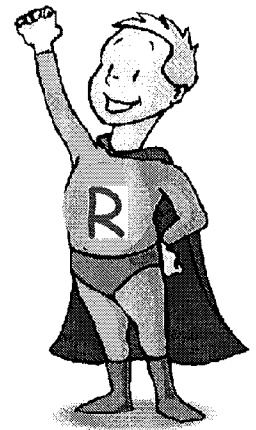
For more information call Deb Hemmaway at 625-2088.
Come a little early on Wednesday, Nov 4th to register.

\$20.00 per person for the season.
Includes the use of the club's sliders and brooms.

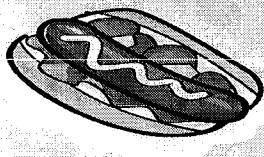


Here Comes Captain Respect!

This Friday, November 6, our school will be announcing our new Captain Respect and trusty sidekick Buzzerman/woman at our weekly assembly. Captain Respect is an important part of our school's Growing with Respect Program, reminding students of the expectations for the school and how we can show respect to one another. We will be sharing the return of Captain Respect in future information home.



Special thanks to Mike Edwards and Deb Van Rootseelaar for coordinating our hot dog lunches this year.



Let's Chat About Assessment!

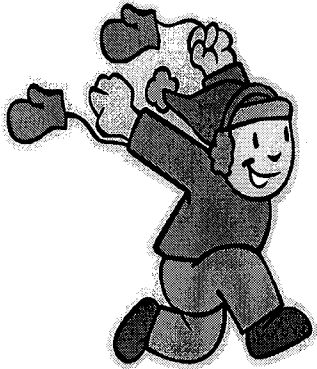
The way we determine if students have achieved the learning outcomes and then report to parents has changed a lot over the past 20 years! With a greater knowledge of brain research and how children learn, how we assess looks much different than when adults were in school.



In November and December, Mr. Hewson will be hosting a number of half-hour coffee chats with families, discussing how we use assessment in the learning process. Parents will be receiving a very robust progress report from the K-4 classrooms on November 23, which is very different from the report card we received as students, representing this shift in assessment. More information will be sent home about these coffee chats in the near future.

Winter Weather

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



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

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

Once the snow flies, please do not send sleds to school, as this often leads to problems on the playground and busses. We have crazy carpets available for students at recess.



Raising a Reader

Getting started reading with your children can never start too early. Here are some tips that you can use starting today:



Keep books handy

A stack of old favorites in a basket in the family room, books accessible in children's rooms, near their bed, in the bathroom—make books easy to get throughout your home! A home library doesn't need to be expensive—garage sales, library cards and the school are great sources for books at little or no cost!

Set a special time for reading

Reading before bedtime isn't always the best time—pick a time that works for you! Read while driving, waiting for supper, at the hockey arena...reading can happen anywhere at any time.

Reading doesn't always have to be stories or books

Literacy can take many shapes and forms. As adults, we read magazines, newspapers, brochures, cereal boxes, signs—it's important that children learn that reading happens all day, every day, everywhere!

Be a role model

Children follow the behaviour of those around them. When adults take the time to read, they send a powerful message regarding its importance. Whether it's a newspaper after supper or surfing the Internet, continually show that reading is vital to what happens everyday.

Remembrance Day

Our ceremony will begin at 10:45 am on the 10th of November. All parents and members of the community are welcome to attend.

NOVEMBER
11

Remembrance Day

5-7 News



Upcoming Events

November 5

Gr 7 field trip to the Museum of the Regiments

November 10

Remembrance Day Ceremony—10:30 am

November 11

Remembrance Day

November 12

Divisional PD Day—no school for students

November 13

LRSD Staff Planning Day—no school for students

November 17

School Council Meeting—6:30 pm

November 23

Report Cards handed out

Notes From the Office



Please check out the lost and found when in the school, located in the front foyer.

Parents with the weather turning colder, please make sure that your child(ren) dress for the weather—winter jackets, gloves, toques and boots. Our students do go outside at recess and noon hour for fresh air and exercise.

Inclement Weather: when conditions are such that a decision has been made to cancel buses and to close schools in a busing service area, or in the entire school division, the following radio stations, CHRB 1140 (High River), CBC 860, 1010, CFAC 960, and CFR 660 (Calgary), CJPR 1490 (CNP), CHLB 95.5FM and LA107.7FM (Lethbridge), shall be contacted as early as possible by the coordinator of transportation services to give public warning that the buses will not be operating. Notice will also be posted on the school website.

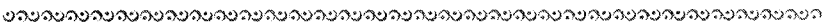


LIBRARY NEWS



Thanks for your support at our fall Scholastic Book Fair. The winner of the **Family Draw** was **Nathan Poelman** of **Ms. Moser's** grade 6 class. Congratulations!

The **Golden Eagle Children's Choice Book Award** is up and going. Students are busy reading and enjoying this year's selection.



TERRY FOX RUN



Thank you to everyone that supported and participated in our annual Terry Fox Run. We raised **\$1,353.00!**



Claresholm Curling Club Junior Program 2009-2010

Come out and have some fun curling, starting **Wednesday, Nov 4th**

Gr 3-7 Wednesday's 4-5:00
Gr 8-12 Wednesday's 5-6:30

For more information call Deb Hemmaway at 625-2088. Come a little early on Wednesday, Nov 4th to register.

\$20.00 per person for the season. Includes the use of the club's sliders and brooms.

NOVEMBER

11

Remembrance Day

Remembrance Day

Our ceremony will begin at 10:30am on the 10th of November. All parents and members of the community are welcome to attend.



The students and staff of the West Meadow Elementary School would like to thank everyone who assisted in making our magazine campaign such a great success. Special thank you to Yoli Toone and Anna Florence for all your hard work in checking and totalling the order forms. Also THANKS Miss Adams and Mrs. Blair for being at school bright and early to help take in all those wonderful order forms and your help on the gum draw days!!

With the generous and continued support of our parents and community, the students sold **\$29,336.32** worth of magazines, of which approximately **\$10,337.56** stays in the school.

We sold 918 subscriptions this year. **AMAZING WORK STUDENTS!** We reached our school goal of 600 and our **POWER** goal of 900. Volunteer staff will have some beautiful-coloured hair to show off as students will participate in a fun noon-hour of giving them a new look!

Magazines should be arriving at your house by January 31st. If you do not receive your first magazine by this date, please contact Canadian Community Reading Plan at 1-800-665-5133 OR e-mail to help@ccrp.ca.

TOTAL CASH PAYOUT FOR LUCKY BUBBLE GUM AND MYSTERY CRITTER DRAWS WAS: \$534.00!!!!!!

\$75.00 CHAPTER'S GIFT CARD WINNER FOR TOP PARTICIPATION: MISS MOSER'S 6AA CLASS. CONGRATULATIONS!!! 96% PARTICIPATION.

CONGRATULATIONS TO ALL THE CLASSES PARTICIPATING. YOU ALL DID GREAT!

Thank you to the 108 students who sold magazines this year. The student participation was UP and the sales were about the same as last year. **YAHOO!! WEST MEADOW YOU ROCK!**

I apologize if I have missed any of the prize winners. Thank you parents for your continued support of this fabulous fundraising activity. The students had an awesome time!! (and so did I).

Judy Rhodes, Campaign Co-ordinator

TOP SELLERS	PRIZE WINNERS
DAYCE RHODES 42 subscriptions \$25 Chapter's Gift Card, LED Belt Buckle	Colleen Heitrich \$50 BUBBLE GUM Shelby Rowland Alligator Stuffy
LEILANI ST. ONGE 37 subscriptions \$25 Chapter's Gift Card, LED Belt Buckle	Andra Fitzgerald Wall Mount CD Player Kimberly VanRootselaar Games Table
AUSTIN LINDSELL 37 subscriptions \$25 Chapter's Gift Card, LED Belt Buckle	Dayce Rhodes \$25 Chapter's Gift Card & LED Belt Buckle
Randal Hall 30 subscriptions	Leilani St. Onge \$25 Chapter's Gift Card & LED Belt Buckle
Shelby Rowland 30 subscriptions	Austin Lindsell \$25 Chapter's Gift Card & LED Belt Buckle
John Penner 29 subscriptions	Monty Hart Hand Held DV Camera
Roth Drake 29 subscriptions	Cassie Klaas 90" XL Projector
Lyndsey Tolley 26 subscriptions	Roth Drake \$100 Gift Card
Evan Marsh 25 subscriptions	Dustin Drake \$100 Cash Draw
Dakota Diebold 22 subscriptions	
Cassie Klaas 18 subscriptions	
Tristen Bishoff 17 subscriptions	
Nick Middleton 16 subscriptions	
Lyndon Holmberg 16 subscriptions	
Jordan Keough 16 subscriptions	

TOP LUCKY BUBBLE GUM AND MYSTERY CRITTER 'CASH' WINNERS	
COLLEEN HEITRICH - \$50	Caden Baptie - \$15
Evan Marsh - \$33	Daniel Linderman - \$15
Mackenzie Russell - \$32	Dayce Rhodes - \$14
Dakota Diebold - \$27	Randal Hall - \$11
Leilani St. Onge - \$24	Layne Burton - \$11
Ryan Ritzen - \$22	Roth Drake - \$11
Austin Lindsell - \$19	Morgan Glimsdale - \$11

The Celebrity Chair was enjoyed by:

John Penner, Roth Drake, Leilani St, Onge, Randal Hall, Evan Marsh and Shelby Rowland.

There were 50 students who sold 10 or more subscriptions. These students each won a voice recording pen for every 10 sales. Three of the pens will be marked for cash and will be drawn next week. (\$30, \$20, \$10). **Good Luck!**

All funds raised by the students will be going towards field trips and other extra-curricular trips for students throughout the school year!

K-4 Calendar

November 2009

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

1	2	3	4	5	6	7
Drayden S		Hot dog day	Savannah S	Ms. Campbell	Mr. Hewson	
8	9	10	11	12	13	14
		Hot dog day Emma H, Ross V.	Remembrance Day No school	Divisional P. D. Day no school for student Molly S.	LRSD Planning Day No school Paige M, Jessie P, Paige S Ty S.	
15	16	17	18	19	20	21
Nolan W		Hot dog day School Council Meeting—6:30 pm		Pizza Day		Logan F.
22	23	24	25	26	27	28
	Report cards go home	Hot dog day		Pizza Day Lane B., Mrs. Swanson Ms Reinke		Kayanna C, Marlee M Megan S.
29	30					
	Mrs. McDowell	Christopher L.				

5-7 Calendar

November 2009

Sunday Monday


Tuesday

Wednesday

Thursday

Friday

Saturday

1	2	3	4	5	6	7
	6AA Safety Patrol Hot Dog Day	Pizza Day		Gr 7 field trip-Museum of the Regiments	Gr. 7 Drama Presentation	
8	9	10	11	12	13	14
	5A Safety Patrol	Remembrance Day Ceremony 10:30am Pizza Day	Remembrance Day 	Divisional PD Day	LRS D Staff Planning Day	
15	16	17	18	19	20	21
	5AA Safety Patrol Hot Dog Day	Pizza Day School Council Meeting—6:30 pm	Gr 6 swim 10-11:00am		Gr 5 swim 10-11:00am	
22	23	24	25	26	27	28
	6A Safety Patrol Report Cards	Pizza Day		Sub Day	Gr 7 swim 9-10:30am	
29	30					
	6AA Safety Patrol Hot Dog Day					

Oct. 29/2009
Linnestholm

7 Hello Karin!

Our sincere thanks for
the grant which enables
us to do some renovating
in our Jord Bank area.

We do appreciate all
your help and caring.

Thank You,

Linnestholm Jord Bank
Board

per Chr. Keylock,
Secretary

Meals On Wheels
Box 2260
Claresholm, AB

Kris Holbeck
Town of Claresholm

Dear Kris:

Our sincere thanks to the Town of Claresholm for the cheque given to our Meals On Wheels Committee for our work in supplying meals to the needy of Claresholm.

It is very difficult to make you up a budget per se, as our needs solely depend on the number of clients we have and our monetary needs differ yearly. Some years we have to purchase meal cases as we use a great number of these. They are styrofoam and must go through the Care Centre sterilizer. They wear out rather quickly. In the past, the cases have been purchased with donations from service clubs in our town. We pre-sell "tokens" to the clients at the beginning of each month. That pays for the meals, which we purchase from the Care Centre as to their needs. We do have enough meal cases for this year but will have to purchase more for the coming year. Our only other expenses are stamps and receipt books. We send monthly schedules out to all our drivers. We use about three - four rolls a year, plus receipt books. Our expenses are not too much as ALL the services we supply are on a volunteer basis----drivers, collectors, director and secretary.

A budget for us would entail 4 dozen meal cases (which would be a two year supply). These run at \$300.00 a dozen. The budget would be \$1200.00 for meal cases; office and stamps about \$500.00. We would be left with \$800.00. This would enable us to have something on hand for unforeseen circumstances.

We received money from FCSS to enable us to honour our volunteers at volunteer night, plus a birthday tea we, the committee, put on every two or three years, for our drivers and clients. Also this money is to be used to buy little gifts for our clients at Christmas time. We still have some of this money left for this year and possibly 2010. This donation is to be used solely for these reasons.

I trust this is satisfactory and if not, I would be happy to appear at a council meeting or whatever, to clarify things for you. Thank you so much for helping us out.

Yours truly,



Bette Slovak
Secretary-Treasurer
Meals On Wheels
403-625-2042

Minutes of the FCSS Board Meeting
September 16, 2009, Council Chambers at 7 PM

Present: Earl Hemmaway, Connie Quayle, Shirley Isaacson, Debbie Goeseels

Regrets: Danielle Slettede, Tara Bishoff

1. Shirley called the meeting to order at 7:05 PM. Approval of the agenda was moved by Earl;
Motion 0901:09 carried.

2. **Motion 0902:09** for approval of minutes from the last board meeting of June 17, 2009 was made by Connie. Carried.

3. Financial information was reviewed and discussed as follows:
 - 3.1 6 month financial spreadsheet.
 - 3.2 2009 Report; Jan.1 to Aug. 31/ 09, with comparison to budget from Town. You will note that \$4250.00 unbudgeted dollars was expensed for Accounting Fees; this cost was passed along by the Town. See YPM invoice in correspondence.
 - 3.3 Kris Holbeck put a revised FCSS budget to council and a few amounts changed on our budget. The budget council passed is the amounts we are now using for budget figures.
 - 3.4 Excel spreadsheet comparison to budget to end August 09.**Motion 0903:09** was made by Earl to approve the financial information as presented; carried.

4. The correspondence folder was reviewed and accepted as information.

5. Staff reports were discussed. Connie moved to accept staff reports as presented; **Motion 0904:09** carried.
 - Resource Centre
 - Director
 - Outreach Program
 - Drop Zone

6. Sub-committees:

Policy & Procedure - Connie, Danielle; still need to meet to revise P & P manual. We will try to set a date in November.

Finance - Shirley, Tara; we met to review 6 month financials - they look on track. Finance now needs to work on 2010 budget and have it ready for October's meeting.

Personnel - Earl, Shirley; needs to meet and do Debbie's annual performance review.

Drop Zone - Shirley, Tara; met a couple of times to discuss current issues with the program and will continue to meet as needed.

7. Old Business:

- 7.1 We need at least one more community member on our board and one youth. Debbie will ask the Town to advertise for members.
- 7.2 Funding application from Rowan House for '09 funds; most members approved over email this summer. **Motion 0905:09** was made by Earl to approve the Rowan House Funding application for \$500.00. Carried.
- 7.3 At an emergency meeting held August 24th/09 board members discussed the issue of the lack of bus service from schools to the Drop Zone. After exploring every option, it was decided that FCSS is unable to provide transportation for students.

Continues...

8. New Business:

8.1 Motions arising from correspondence or staff reports:

- 8.1.1 Letter of support to the Schizophrenia Society was discussed and tabled. We will wait until a presentation to Town or council is done; at this point there is not enough information.
- 8.1.2 Director's Network conference in Camrose Sept. 23 - 25/09; **Motion 0906:09** by Connie to approve Director to attend conference in Camrose carried.
- 8.1.3 **Motion 0907:09** was made by Earl to approve for Director to run for a 2 year term on the FCSSAA board as a Director's Network representative.

- 8.1.4 Review of Drop Zone numbers and discussion about whether these numbers can justify the cost of continuing the program and the modular units. It was felt that numbers may come up and the modulars will be useful for other out of school programs. Debbie will call Don Thompson and send a letter of concern regarding the impact of the in town bus service on our program.

8.2

9. There was no other business.

10. Earl moved to adjourn, Motion 0908:09 at approximately 8:30 PM.

Next meeting: Next meeting will be held on October 21/09, 7 PM Town office.



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.

K-4 Week at a Glance

Monday, October 26	
Tuesday, October 27	
Wednesday, October 28	
Thursday, October 29	
Friday, October 30	Monthly Assembly Halloween Activities

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

5-7 Week at a Glance

Monday, October 26	
Tuesday, October 27	Pizza Day
Wednesday, October 28	
Thursday, October 29	Subway Day Gr. 5 Swim 10:00 am
Friday, October 30	Halloween Activities Gr. 7 Swim 9:00 am Gr. 7 Drama Production 12:15 pm

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

Principal's Update

West Meadow Elementary School

Monday, October 26



Searching for a School Council Chair

The West Meadow Elementary School Council is still looking for an individual or individuals to assume the role of School Council Chair.

The role of school council chair is to essentially work with the principal to set the direction of the school council and facilitate the thoughts and concerns of the school community. The specific responsibilities include:

- *Developing the monthly council agenda with the principal*
- *Chairing the monthly council meeting*
- *Attending three Regional School Council meetings during the year (evening meetings in Fort Macleod)*
- *Completing an annual report with the principal in September*

In the past, this has been a position that has required a great deal of time. **However, with the change in focus for the school council to be a forum for discussion and advisement, the time demanded by the role will be greatly diminished.**

If you are interested in this position or sharing the council chair position with another (co-chairs), or would like some more information, please email Mr. Hewson. It is essential for the continuation of the School Council that a chairperson is selected.

Looking Ahead...



Nov. 10	Remembrance Day Assembly (both sites)
Nov. 11	Remembrance Day (no school)
Nov. 12	LRSD Divisional PD Day (Crownsnest Pass) - no school for students
Nov. 13	Staff Planning Day—no school for students

Grade 7 Drama Production—Friday



Please plan to join us at the 5-7 Facility this Friday for a grade 7 drama production "Holka Polka". The performance will begin in the gym at 12:10 pm.

Halloween Activities

This Friday, students at both sites will be engaging in some fun Halloween activities in their classroom. Classroom teachers will be sharing their plans with families for this Friday. If you have any questions, please contact your child's teacher.



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

College Honours 'Best of the Best' in Family Medicine

Dedication to family medicine improves access to care

MISSISSAUGA, ON, Oct. 26 /CNW/ - The College of Family Physicians of Canada's (CFPC) announced today the 2009 Family Physicians of the Year. The Reg L. Perkin Awards recognize ten outstanding family physicians - one from each province - for providing exceptional care to their patients, making meaningful contributions to the health and well-being of their communities, and for dedicating themselves as researchers or educators of future generations of family doctors. Award recipients are nominated by their peers, patients, colleagues, and community leaders.

Attn:
Rob

Canada's Family Physicians of the Year for 2009 are:

- Dr. Paul Bonisteel, New Harbour, Newfoundland and Labrador
- Dr. Randy MacKinnon, Charlottetown, Prince Edward Island
- Dr. Lawrence MacNeil, Arichat, Nova Scotia
- Dr. John Keddy, Fredericton, New Brunswick
- Dr. Jean Maziade, Québec City, Québec
- Dr. Dona Rae Bowers, Ottawa, Ontario
- Dr. Darcy Johnson, Winnipeg, Manitoba
- Dr. Keith Ogle, Saskatoon, Saskatchewan
- Dr. George Gish, Claresholm, Alberta
- Dr. John Pawlovich, Fraser Lake, British Columbia

"The award recipients are skilled clinicians who are passionate about their profession and the doctor-patient relationship," said Dr. Sarah Kredentser, President of the CFPC. "Many share their passion, knowledge and skill through teaching and mentoring medical students, working tirelessly to encourage the next generation of family doctors. They are to be commended for their dedication to providing quality health care in the communities they serve."

"As diverse as they are, the Family Physicians of the Year all share a commitment to reaching out and making family doctors more accessible," said Dr. Calvin Gutkin, Executive Director and CEO for the CFPC. "They reach out to patients at home and to underserved populations in rural and remote areas. They provide care to immigrants in inner city neighbourhoods, to veterans and the elderly in hospitals and nursing homes, and to penitentiary inmates. They are also active in research, teaching and public health."

This is the 37th year the College has honoured family physicians with this award. It is named in honour of Dr. Reg L. Perkin, CFPC Executive Director from 1985 to 1996. They are given as part of the annual Family Doctor Week in Canada celebration that this year runs from October 26-31, 2009.

The award presentations will be made during a ceremony at the CFPC's annual Family Medicine Forum in Calgary on Saturday, October 31. The awards are supported by Merck Frost Canada Inc., Health Canada and the CFPC's Research and Education Foundation.

The College of Family Physicians of Canada (CFPC) is the voice of family medicine in Canada. Representing 22,000 members across the country, it is the professional organization responsible for establishing standards for the training, certification and lifelong education of family physicians and for advocating on behalf of the specialty of family medicine, family physicians and their patients. The CFPC accredits postgraduate family medicine training in Canada's 17 medical schools.

Profiles of the 2009 Family Physicians of the Year are provided in the attached Backgrounder document.

More information about the Family Physician of the Year program is available at:

Claresholm Animal Rescue Society
Regular Meeting Minutes
October 15, 2009

*Approved.
Nov. 5/09*

Present: Kim Alexander, Kris Holbeck, Anne Papan, Sylvia Giroux, Rita Hahn, Carol

Absent: David Moore, Christel Hutka

1. Call to Order

The meeting was called to order at 7:16 p.m.

112 Ferals spayed or neutered.

2. Approval of Agenda

Moved as amended by Rita Hahn, CARRIED.

3. Approval of meeting minutes October 1st, 2009

Moved by Kris Holbeck, CARRIED.

OLD BUSINESS

1. Volunteer Report – Rita Hahn – From October 2nd to October 15th eleven volunteer worked 177.75 hours. No new volunteers, but expecting one from Care Centre who will work twice a week.
2. Treasurer's Report – Kris Holbeck – as attached. Discussed grant updates and possible casino with Appaloosa Horse Museum.
3. Adoptions Report – Rita and Kim – Six cats adopted in last 2 weeks but four new cats in shelter in last two weeks also. Moogie/Misty/Stella/Flight/Toodles and Big Boy were adopted. Quil and Quinn came back as they were too rambunctious and were trades for Toodles and Big Boy. Missy and Aries and Roxy were the dogs adopted. Baby/Ike/Marvin in foster care. No word on old dog Rita is fostering.

NEW BUSINESS

1. Letter from Claresholm Vet Services – Now CARES gets 20% off altering and first visits. Discussion regarding other vet services in area and possibility of working with them. CARES received free vaccines (no leukemia) and we need to investigate getting leukemia vaccines. No reply will be sent to the letter.
2. Website update – Nothing to report. Jonathan still working on it.
3. Cats at the Town Office – cats brought back to the shelter as exterminator has been hired to clean up rodents. Kris will send an invoice to the Town for services for the month.
4. Calendars – Kris will have the 200 calendars at the next meeting for members to start selling.

5. Raffle – tabled. Discussion regarding what fundraising will be done – calendar sales and Kris will do a holiday donation request for mailboxes to go out to Claresholm, Stavely and Granum.
6. Carol – Strategic Planning session – Carol spoke on the need for small boards to do strategic planning and offered to facilitate a long or short session with CARES to help us set our goals. The item is tabled until the next meeting when the full Board will be in attendance.
7. Other – Kim discussed her role as adoptions coordinator and stated her role has become confused and proposed that the adoptions be divided into cats and dogs with Rita being in charge of cat adoptions since she is at the shelter all the time and Kim be in charge of dog adoptions and if Rita needs help with determining if a cat should be adopted Kim would offer to assist her when needed.

MOTION: Moved by Kris Holbeck that Kim Alexander specifically be in charge of dog adoptions and assist Rita Hahn with cat adoptions and followups if necessary. Seconded by Anne Papan. CARRIED

8. Letters from Helen Skinner – one being a resignation letter and the second being an eviction notice for CARES due to shortfall in rent of \$600 for the months of January and February 2009 when the new lease became effective.

MOTION: Moved by Rita Hahn to accept the resignation of Helen Skinner. Seconded by Anne Papan. CARRIED.

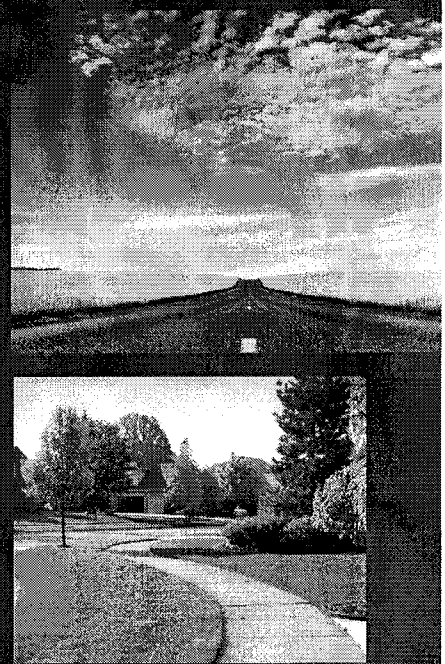
Adjournment: Meeting adjourned at 8:45 p.m.

Next Meeting: Will be held in the Bill Simpson room at the library, Thurs, November 5th at 7:15 pm.

Kris Holbeck, Treasurer (Acting Secretary)

SouthGrow Sustainability Conference

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March 4, 2010
**Lethbridge Lodge
Hotel &
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Lethbridge, Alberta
8:30 am to 4:00 pm

KeyNote Speakers



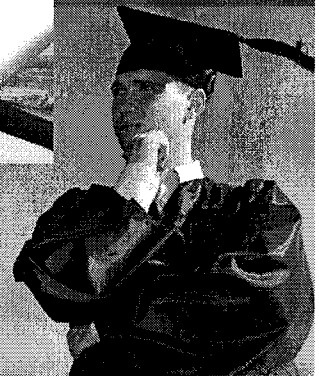
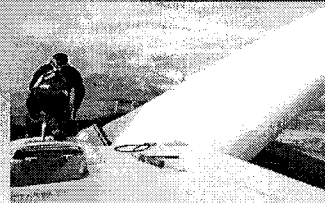
John Izzo

*A Sustainable Future:
The Challenge of Our
Generation*



Mike Harcourt

*From Restless
Communities to
Resilient Places*



Conference Streams

*Creating Sustainable
Communities*

*Contributing to
Regional Sustainability*

*Shaping
Tomorrow*

**ALBERTA
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Breakfast, lunch and nutrition breaks
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