



TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
SEPTEMBER 28, 2009
AGENDA

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

CALL TO ORDER

AGENDA: ADOPTION OF AGENDA

MINUTES: REGULAR MEETING MINUTES SEPTEMBER 14, 2009

FINANCES: AUGUST 2009 BANK STATEMENT

PUBLIC HEARING: BYLAW #1532 – LAND USE AMENDMENT

DELEGATIONS: CLARESHOLM HEALTHY COMMUNITY COALITION
RE: Vision/Mission, Planned Initiatives

ACTION ITEMS:

1. BYLAW #1531 – Procedural Bylaw
RE: 2nd & 3rd Readings
2. BYLAW #1532 – Land Use Amendment
RE: 2nd & 3rd Readings
3. BYLAW #1533 – Designated Officers
RE: 1st Reading
4. DELEGATION RESPONSE: Mariam Slade
5. DELEGATION RESPONSE: Bonnie McDonald
6. CORRES: Environmental Management Southern Region
RE: AUMA Convention and Trade Show
7. CORRES: Claresholm & District Health Foundation
RE: Annual Concert Series Event, October 24, 2009
8. CORRES: Alberta Health Services – Councillor Sutter
RE: Community Centre use for Seasonal Influenza Campaign
9. CORRES: Claresholm Chamber of Commerce
RE: Hanging Pot Program
10. SOUTHGROW REGIONAL INITIATIVE – Councillor Sutter
RE: Vision Session, Tuesday, September 29th 9:00am – 3:00pm
11. PEDERSEN ESTATES – Development Agreement
12. ADOPTION OF INFORMATION ITEMS

INFORMATION ITEMS:

1. Claresholm Community Centre Association – Repayment of Loan
2. News Release – Communities in Bloom Provincial Edition Salutes Participants
3. Communities in Bloom 2009 Evaluation Forms
4. Foothills Regional EMS – Peace Officer Mentoring Program
5. Claresholm & District Transportation Society Meeting – July 21, 2009
6. Claresholm & District FCSS Meeting – June 17, 2009
7. Rowan House Emergency Shelter Annual General Meeting – September 30, 2009
8. Oldman Regional Services Commission Meeting – July 14, 2009
9. Claresholm RCMP Detachment – Monthly Policing Report August 2009
10. Claresholm & District Chamber of Commerce Meeting – June 16, 2009
11. Claresholm & District Chamber of Commerce Meeting – July 22, 2009
12. SouthGrow Regional Initiative News Release – September 12, 2009
13. Alberta SouthWest Regional Alliance – Presentations October 13, 2009

ADJOURNMENT:



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING MINUTES
SEPTEMBER 14, 2009**

- CALL TO ORDER:** The meeting was called to order at 7:00pm by Mayor Rob Steel
- PRESENT:** Mayor Rob Steel; Councillors: Shirley Isaacson, Don Leonard, Doug MacPherson, David Moore, Connie Quayle and Daryl Sutter; Chief Administrative Officer: Kris Holbeck; Secretary-Treasurer: Karine Wilhauk
- ABSENT:** None
- AGENDA:** Moved by Councillor Sutter to add **11. SOLAR SEMINAR** to the Agenda.
CARRIED
Moved by Councillor Leonard that the Agenda be accepted as amended.
CARRIED
- MINUTES:** **REGULAR MEETING – AUGUST 19, 2009**
Moved by Councillor Isaacson that the Regular Meeting Minutes of August 19, 2009 be accepted as presented.
CARRIED
- FINANCES:** **JULY 2009 BANK STATEMENT**
Moved by Councillor Quayle to accept the July 2009 bank statement as presented.
CARRIED
- DELEGATIONS:**
1. **MARIAM SLADE**
RE: 50-plus Community Proposal

Mariam Slade was present to speak about Westover Crescent. She has taken a petition around Westover Crescent and the people have requested that the area be zoned or declared a 50-plus complex. Some real estate agents have told them that area is already declared a seniors complex. Apparently there was a sign stating that the area was for seniors. Only a few did not sign the petition. There were two residences that had young families, but they have since moved out. All the properties are privately owned.
 2. **BONNIE McDONALD**
RE: Drainage Issues

Terry Stevenson spoke on behalf of Bonnie McDonald to Council about the drainage issues being experienced at the alley between the homes on Westover Crescent and the Cottonwood Seniors Complex. During times of heavy rainfall, there is water pooling quite seriously in the alley. Town Superintendent, Mike Schuweiler, has been out when it rains checking this situation. Gravel has been added several times but this hasn't helped. This situation needs to be rectified for good. Too many excuses have been made without any concrete plans.
- ACTION ITEMS:**
1. **BYLAW #1531 – Procedural Bylaw**
RE: 1st Reading

Moved by Councillor Moore to give Bylaw #1531, the Procedural Bylaw, 1st Reading.
CARRIED
 2. **CORRES: Claresholm RCMP Detachment**
RE: School Resource Officer

Moved by Councillor MacPherson to support the School Resource Officer initiative and agree to the three year funding proposal of \$6,000 in 2010, \$6,000 in 2011 and \$8,000 in 2012, on the condition that all other funding partners participate in the three year funding structure as outlined.
CARRIED
 3. **CORRES: Oldman Regional Services Commission**
RE: Municipal Questionnaire

Moved by Councillor Sutter to support the resolution from the Oldman Regional Services Commission regarding the Position Paper for the proposed South Saskatchewan Regional Plan.

CARRIED

4. CORRES: FortisAlberta Inc.

RE: Electric Distribution Franchise Fee for 2010

Moved by Councillor Moore to keep the electric distribution franchise fee from Fortis Alberta the same at 2% for 2010.

CARRIED

5. CORRES: Correctional Service of Canada (CSC)

RE: Restorative Justice Week November 15th to 22nd

Received for information.

6. CORRES: Prairie Winds Clubhouse Society

RE: Property Tax Forgiveness Request

Moved by Councillor Sutter to forgive the municipal portion of the Prairie Winds Clubhouse Society's 2009 property taxes in the amount of \$1,979.45.

CARRIED

7. CORRES: Claresholm Chamber of Commerce

RE: Funding Request

Moved by Councillor Leonard to cover the deficit experienced by the Claresholm Chamber of Commerce at their beer gardens during Fair Days 2009 to a maximum of \$800.

DEFEATED

8. CAReS Facility Holding Agreement

Moved by Councillor Isaacson to authorize administration to sign the facility holding agreement with the Claresholm Animal Rescue Society as presented.

CARRIED

9. South Sanitary Sewer Project Engineering Proposal Results

Moved by Councillor MacPherson to accept the proposal from Cicon Engineering in the amount of \$160,643 plus GST for engineering the South Sanitary Sewer Project as recommended by administration.

CARRIED

10. AUMA Convention – Issues for Discussion with RCMP

Received for information.

11. SOLAR SEMINAR

Received for information.

12. ADOPTION OF INFORMATION ITEMS

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

CARRIED

12. 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

SECRETARY-TREASURER – KARINE WILHAUK

**TOWN OF CLARESHOLM
AUGUST 2009 BANK STATEMENT**

RECONCILED BALANCE JULY 31, 2009		\$46,020.94
DEPOSITS TO BANK	DEBITS	CREDITS
RECEIPTS FOR MONTH	\$2,369,511.18	
REVOLVING LOAN RECEIVED	0.00	
CURRENT ACCOUNT INTEREST	17.33	
GIC REDEEMED	0.00	
US EXCHANGE	36.45	
TRANSFERS FROM T-BILLS	0.00	
SUBTOTAL	\$2,369,564.96	
CHARGES TO ACCOUNT		
ACCOUNTS PAYABLE		\$986,037.97
PAYROLL CHARGES		93,399.17
INTEREST ON REVOLVING LOAN		0.00
REVOLVING LOAN PAID		0.00
LOAN PAYMENTS		0.00
MASTERCARD PAYMENT		1,151.61
TRANSFERS TO T-BILLS / GIC PURCHASE		1,855,295.19
NSF CHEQUES		143.74
SERVICE CHARGES		130.38
SCHOOL FOUNDATION PAYMENT		0.00
SUBTOTAL		\$2,936,158.06
NET BALANCE AT END OF MONTH		-\$520,572.16
BANK RECONCILIATION		
BALANCE PER BANK	87,100.79	
PLUS OUTSTANDING DEPOSITS	6,295.01	
LESS OUTSTANDING CHEQUES		-613,967.96
RECONCILED BALANCE AUGUST 31, 2009		-\$520,572.16
OTHER BALANCES:		
EXTERNALLY RES GIC'S & T-BILLS	\$3,937,346.43	
NON-RESTRICTED GIC'S & T-BILLS	\$3,528,037.71	
PARKING RESERVE	\$3,555.67	
WALKING PATHS RESERVE	\$1,925.19	
OFFSITE LEVY RESERVE	\$26,061.78	
SUBDIVISION RESERVE	\$69,423.87	
REVOLVING LOAN BALANCE		\$0.00

SUBMITTED TO TOWN COUNCIL THIS 28TH DAY OF SEPTEMBER 2009

MAYOR

SECRETARY-TREASURER

DELEGATIONS

Karine Wilhauk
Secretary-Treasurer
Town of Claresholm
Box 1000
Claresholm, AB T0L 0T0

September 3, 2009

Re: Request to present to Town Council September 28, 2009

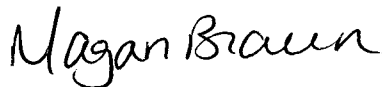
Dear Ms. Wilhauk,

Further to our discussion, I am writing this letter to request that our group, The Claresholm Healthy Community Coalition, be able to present to Town Council on September 28, 2009. I would be speaking as a delegate for this group about who our group is what our vision/mission is the healthy community process and seek approval/partnership on some of the initiatives we have planned. Specifically we would like to talk to Town Council about a free public swim initiative that we have found funding for. We would also like to talk about partnering with the Town to help secure funds for your ongoing walking path plans.

I have attached a briefing package for the Mayor and Council for them to have prior to the meeting. This includes a sample municipal resolution for the healthy community process, my business card, and a one page summary about our group.

Thank your for your time and consideration to this matter. I can be reached at 403-625-8658 or by email Magan.Braun@albertahealthservices.ca for any questions you may have. We look forward to presenting to council on September 28, 2009.

Sincerely,



Magan Braun, BScKin, CEP
Community Development Coordinator/
Health Promotion Strategist
Claresholm Health Unit

Sample Municipal Resolution

Name of Municipality: _____

Date: _____

Moved By: _____

Seconded By: _____

WHEREAS the Municipality of _____ is committed to helping all its residents attain an optimal quality of life; and

WHEREAS the overall health status of the population is determined by such broad social determinants as income, education, housing, transportation, security, and environment; and

WHEREAS the Municipality of _____ can influence the determinants of a healthy community by:

- adopting a broad public policy approach to health which examines how overall municipal policies can affect the health of the community,
- encouraging individual civic departments to work individually and collaboratively to establish policies and procedures which promote health in the broadest sense,
- ensuring full community participation in municipal decisions that affect health,

THEREFORE BE IT RESOLVED THAT the Municipality of _____ support the Healthy Community approach and adopts and promotes within its area of competency, public policies and strategies that enhance the overall health status of its population.



Claresholm Healthy Community Coalition (CHCC)

Active and Connected

- Who are we?** Your friends and neighbours and community organizations working together to make Claresholm a healthy community
- Our Vision:** An active and connected community embracing health and wellness
- Our Mission:** Committed individuals working together to facilitate wellness through community involvement, partnership and action.
- Our History:** Founded in October 2008 and working hard on strategic planning, vision and mission development and action planning for active living and walkability

What are the benefits for Claresholm?

- Local skill and wisdom are the driving forces for building health
- Decisions are made and problems are solved by working together.
- Plans are carried out with optimal use of local talent and resources.

What's in it for me?

- Expand your social networks
- Share your wisdom
- Learn new skills
- Create a personal legacy for the future
- Build a safe & healthy community for your children & grandchildren



We can't do it without you! Come join us!

- **We are always looking for visionary, vibrant people who want to play a role in the future of Claresholm**
- Meetings are the second Wednesday of every month (excluding July/August) at 6:30pm in the Bill Simpson Room at the Library
- **Contact Magan Braun at 403-625-8658 or join us for a meeting**

The Goal of Healthy Communities is to promote well-being and health by collaborative action at the local level.

ACTION ITEMS



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1531**

A Bylaw of the Town of Claresholm to deal with procedure and the transaction of business by the Council of the Town of Claresholm in the Province of Alberta.

WHEREAS Section 145 of the *Municipal Government Act*, RSA 2000, Chapter M-26 permits the Council to pass bylaws respecting the procedure and conduct of Council;

AND WHEREAS the Council deems it necessary and appropriate to repeal and replace the existing Procedural Bylaw No. 1271;

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

SECTION 1 TITLE AND PURPOSE OF BYLAW

- 1.1 This Bylaw may be cited as the “**PROCEDURAL BYLAW.**”
- 1.2 The purpose of this bylaw is to establish rules to follow in governing the meetings of the Council of the Town of Claresholm.

SECTION 2 DEFINITIONS

- 2.1 In this Bylaw, unless the context otherwise requires:
 - a) “**Act**” is the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, as amended, or any legislation in replacement or substitution thereof.
 - b) “**Acting Mayor**” is the Member selected by Council to preside at any Meeting of Council in the absence or incapacity of both the Mayor and the Deputy Mayor or in the case where the Mayor and/or Deputy Mayor choose to step down.
 - c) “**Administration**” means the the Chief Administrative Officer (CAO), and through him/her the Directors, Designated Officers and employees of the Town of Claresholm.
 - d) “**Agenda**” is the list of items and order of business for any meeting of Council or its committees.
 - e) “**Bylaw**” is a bylaw of the Town of Claresholm.
 - f) “**Chair**” is the person who has been given authority to direct the conduct of a meeting, including the appointed head of a committee; the Mayor, or in the absence of the Mayor, the Deputy Mayor, or in the absence of both, the Acting Mayor, or in the absence of all three, any other member chosen to preside over a meeting.
 - g) “**Challenge**” is an appeal of a ruling of the Chair.
 - h) “**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;
 - i) “**Committee**” is any board, committee, or commission or other body to which Council may appoint, but excluding Committee of the Whole.
 - j) “**Committee of the Whole**” is Members of Council present at a meeting of Council sitting in committee.
 - k) “**Council**” is the municipal Council of the Town of Claresholm.
 - l) “**Councillor**” is a Member of Council, including the Mayor, duly elected and continuing to hold office.
 - m) “**Deputy Mayor**” is the Councillor, who is appointed by Council at the Organizational Meeting, to act as Mayor in the absence or incapacity of the Mayor.

- n) “**Ex-officio**” means membership by virtue of one's office and/or where appointed by Council; ex-officio members do not form part of the quorum when not present and when present, they may vote unless specifically excluded from voting by resolution or, by bylaw of the Act.
- o) “**General Municipal Election**” is an election held in the Town to elect the Members as described in the Local Authorities Election Act, as amended, or any legislation in replacement or substitution thereof.
- p) “**In Camera**” means when the assembly goes in private to discuss an item.
- q) “**Inaugural Meeting**” is the Organizational Meeting immediately following a General Municipal Election.
- r) “**Mayor**” is the Member duly elected as Mayor and continuing to hold office, and is the Presiding Officer at all meetings of Council.
- s) “**Member**” is the Mayor or a Councillor.
- t) “**Organizational Meeting**” is the meeting held as described in Section Three, including the Inaugural Meeting.
- u) “**Parliamentary Inquiry**” is a request for information from the Chair about a parliamentary procedure that does not require a formal ruling.
- v) “**Peace Officer**” is a duly appointed member of the RCMP, a Community Peace Officer or a Bylaw Enforcement Officer.
- w) “**Point of Order**” is a demand that the Chair enforce the rules of procedure.
- x) “**Point (or Question) of Privilege**” is a request made to the Chair or Council on any matter related to the rights and privileges of Council, individual Councillors or Town Administration which include the:
- i. organization or existence of Council;
 - ii. comfort of Councillors;
 - iii. conduct of Town officials, employees or members of the public in attendance at the meeting;
 - iv. accuracy of the report of Council proceedings;
 - v. reputation of Councillors or Council; and
 - vi. reputation of Town Administration.
- y) “**Postpone**” is to delay the consideration of any matter, either to a definite time on the agenda or a later position on the agenda.
- z) “**Previous Question**” is a motion to end debate and vote on the motion under debate.
- aa) “**Public Hearing Meeting**” is a meeting of Council which is convened to hear representations on matters in accordance with Section 230 of the Act, or such matters that Council decides should be the matter of a public hearing.
- bb) “**Put**” is when the Presiding Officer calls for a vote or 'put the question to vote.' The Chair asks “Are you ready for the question?”
- cc) “**Quorum**” is a majority of those Members elected and serving on Council, including the Mayor, for clarity, this number is currently four.
- dd) “**Recording Secretary**” is the person appointed to this position by the CAO.
- ee) “**Secretary-Treasurer**” is the Secretary-Treasurer of the Town of Claresholm.
- ff) “**Special Resolution**” is a resolution passed by a two-thirds majority of all Councillors or two-thirds of all members of a committee.
- gg) “**Standing Committee**” is a policy committee, consisting wholly of Members appointed by Council, but excluding Committee of the Whole.
- hh) “**Table**” is a motion to delay consideration of any matter indefinitely in order to deal with more pressing matters.
- ii) “**Town**” is the corporation of the Town of Claresholm.
- jj) “**Two-Thirds Vote**” is a vote by two-thirds of Members present at the meeting and entitled to vote on the motion.

kk) “**Unfinished Business**” is business which has been raised at the same or a previous meeting and which has not been completely dealt with.

SECTION 3 INTERPRETATION AND APPLICATION

- 3.1 Rules for Interpretation
The marginal notes and heading in this Bylaw are for reference purposes only.
- 3.2 Suspension of Rules
Council may suspend any provision of this Bylaw by Special Resolution except:
a) the provisions about statutory hearings;
b) the provisions for amending or repealing this Bylaw; and
c) those provisions originating in Provincial Legislation.
- 3.3 Council Proceedings
When any matter relating to proceedings in Council or in the Committees arises, which is not covered by a provision of this Bylaw, the matter shall be decided by reference to *Roberts Rules of Order*.
- 3.4 Paramount Rules
If the provision in any other Bylaw conflict with the rules in this Bylaw, this Bylaw shall prevail.

SECTION 4 ORGANIZATION OF COUNCIL

- 4.1 Inaugural Meetings
Council must hold its Inaugural Meeting no later than two (2) weeks after each General Municipal Election at the time and place fixed by the CAO. At this meeting:
a) all Councillors must take the oath of office;
b) the seating of the Councillors shall be determined by lot for the term of office of the Council;
c) in case the seat of any Councillor becomes vacant by reason of death, resignation or otherwise, the member elected to fill the place shall occupy the seat in the Council Chamber;
d) rotation schedules for the position of Deputy Mayor shall be determined by the same lot as for the seating of Councillors;
e) all other matters required for the operation of the Town must be dealt with.
- 4.2 Organizational Meetings
An Organizational Meeting of Council must be held annually, according to Section 192 of the Act. At this meeting, Council must establish:
a) the regular Council Meeting dates;
b) the appointment of Members to Committees which Council is entitled to make;
c) will deal with any other business described in the notice of the Meeting.

SECTION 5 MEETINGS OF COUNCIL

- 5.1 Meetings
a) Regular Meetings of Council shall be established at the Inaugural Meeting.
b) That Statutory or Non-Statutory Public Hearings may be held on regular scheduled Council Meeting dates or such other dates as may be determined for operational purposes and commerce at 7:00pm unless otherwise decided.
c) The time and date of the regular meeting of Council and the meeting location may be changed by two-thirds (2/3) of all Members of Council.
d) Any scheduled regular meeting of Council may be canceled by consent of two-thirds (2/3) of all Members of Council.
- 5.2 Adjournment
All meeting of Council will be limited to four (4) hours, unless determined by the majority of Council present.
- 5.3 Quorum & Lack of Quorum
As soon after the hour of meeting as there is a quorum present, the Mayor shall take the chair and the Members shall be called to order.

a) In case the Mayor or Deputy Mayor is not in attendance within fifteen (15) minutes after the hour appointed, the CAO shall call the meeting to order until an Acting Mayor shall be chosen, who shall preside during the meeting until the arrival of the Mayor or Deputy Mayor.

b) If a quorum is not present in half an hour after the time appointed for the meeting of Council, or within half an hour of the time appointed for the meeting to reconvene after a recess or other adjournment, the CAO or his/her designate shall call the roll and record the names of the Members present and the Council meeting shall then stand absolutely adjourned until the next regular meeting, unless a special meeting is duly called in the meantime.

c) Whenever a vote on any matter before Council or a Committee cannot be taken because of loss of a quorum, the quorum resulting from:

i. the excusing of a Member or Members of Council voting on a resolution of Council, or

ii. the disqualification of a Member or Members from voting,

then the matter shall be the first business to be proceeded with and disposed of at the next regular meeting of the Committee or Council. If a quorum is lost for any reason other than the aforementioned reasons, the meeting is adjourned.

5.4 Permission to Leave

When a Member wishes to leave the Council Chamber while a meeting of Council is in progress, they shall rise and await the permission of the Mayor before leaving their place.

5.5 Special Meetings

Special Meetings may be held in accordance with the provisions of the Act.

5.6 Order of Business

The order of business at a meeting is the order of the items on the agenda except:

a) When a previous meeting has been adjourned for lack of quorum and no special meeting has been called to deal with the business of the adjourned meeting, the agenda items from the adjourned meeting must be dealt with before any items on the current agenda; and

b) When Council alters the order of business for the convenience of the meeting by a two-thirds (2/3) vote; and

c) When the same subject matter appears in more than one place on an agenda and Council decides, on motion, to deal with all items related to the matter at the same time.

5.7 Agenda Format

The Agenda orders the business for a meeting and will be followed as set out in Schedule "A" of this Bylaw. Schedule "A" of this Bylaw may be amended by resolution of Council.

5.8 Agenda Submission Deadline

All Agenda items must be received in writing by the Secretary-Treasurer by 4pm on the Thursday prior to the Council meeting for inclusion to the Agenda for the following meeting. In the case where a General Holiday falls on the Monday that a Council meeting would fall, the Council meeting will be held on the Tuesday and the deadline for agenda submission remains the Thursday prior to the meeting.

5.9 Agenda Distribution

The Secretary-Treasurer or his/her designate will provide the Agenda and all reports and supplementary materials (Agenda Package) for distribution to Council by 4:00pm on the Friday of the week preceding the regular Council meeting. Hard copies will be hand delivered and electronic copies will be sent by email.

5.10 Adoption of Agenda

Council must vote to adopt the Agenda prior to transacting other business and may:

a) add new items to the Agenda by a unanimous vote of Council; or

b) delete any matter from the Agenda by unanimous vote.

5.11 Preparation of Minutes

The Secretary-Treasurer must prepare all Council Minutes which will include:

a) all decisions and other proceedings;

b) the names of the Councillors present and absent from the Meeting;

c) any declarations of pecuniary interest made under the Act by any Councillor or any resolutions excusing a Councillor from voting; and

d) the signatures of the Presiding Officer and the Secretary-Treasurer.

- 5.12 Adoption of Minutes
- a) The Secretary-Treasurer shall prepare the Minutes of each Council meeting and shall distribute a copy to each Member for the next meeting.
 - b) The Mayor shall present the Minutes to Council with a request for a motion to accept the Minutes.
 - c) The Minutes of a previous meeting shall not be read aloud unless requested by a majority of the Members.
 - d) Any Member may make a motion requesting that the Minutes be amended to correct any inaccuracy or omission.
 - e) Only minor changes may be made to correct errors in grammar, spelling, and punctuation or to correct the omission of a word necessary to the meaning or continuity of a sentence; but no change shall be allowed which would alter or affect in a material way the actual decision made by Council.
 - f) No Member may introduce any extraneous evidence to support a challenge to the accuracy of the Minutes unless the evidence has been compiled or made under the direction or control of the Secretary-Treasurer.
 - g) If a Member wishes to challenge the accuracy of the Minutes of a previous Meeting, the Member must make the challenge known to the Secretary-Treasurer before Council has officially confirmed the Minutes.
- 5.13 Presenting a Motion
A Member may make a motion and then the idea is discussed.
- 5.14 Style and Presentation of Motion
- a) A motion should be worded in a concise, unambiguous and complete form appropriate to such a purpose. It cannot employ language that is not allowed in debate.
 - b) A Member making a motion embodying something that had just been said by the Chair or another Member in informal consultation during a Meeting should avoid statements such as "I so move", and have the Secretary-Treasurer recite the complete motion that he/she offers.
 - c) A motion should not be offered if its only effect is to propose that the assembly refrain from doing something. The same result can be accomplished by adopting no motion at all.
 - d) A motion to reaffirm a position previously taken by adopting a new motion or resolution is not in order. Such a motion serves no useful purpose because the original motion is still in effect.
- 5.15 Recommendations are not Motions
A Motion must be made on any Agenda item before it is discussed. A recommendation in a report does not constitute a Motion until a Councillor has expressly moved it.
- 5.16 Withdrawal
Once a Motion has been moved and stated by the Chair, it is in the possession of Council, and may not be withdrawn without unanimous consent of all Councillors present at the meeting.
- 5.17 Urgent Business
- a) A Member may move to discuss a matter of urgent public importance without prior notice.
 - b) A Motion to bring a matter before Council as Urgent Business is subject to the following conditions:
 - i. The matter proposed for discussion must relate to a genuine emergency, calling for immediate and urgent consideration;
 - ii. The Motion must not involve discussion of a matter which has been discussed previously in the same meeting;
 - iii. The Motion must not raise a Question of Privilege.
- 5.18 Repeating Motions
A Motion, which has been superseded or withdrawn may be repeated unless it has been ruled out of order because it is improper.
- 5.19 Put by the Chair
All motions must be put by the Chair before a vote is taken.
- 5.20 Types of Motions
- a) **Motion to** (*Lay on the Table or Motion to Table*)

i. This motion allows the assembly to lay the pending question aside temporarily when something else of immediate urgency has arisen in such a way that there is no set time for taking the matter up again;

ii. It is considered to be resumed at the will of the majority and in preference to any new questions that may then be competing with it for consideration.

By adopting the motion to *Lay on the Table*, a majority has the power to halt consideration of a question immediately without debate. This must be done prior to the vote on the original motion under discussion. If a motion to table is not dealt with prior to the motion to adjourn, then the motion dies and cannot be brought up at a subsequent meeting.

b) **Motion to (Take from the Table)** is required to bring forward, a motion that has been *Laid on the Table* previously. This motion is not in order until some other business has taken place prior to it being made. If the motion is not removed from the table prior to adjournment of the meeting, then the motion is lost. If discussion is to take place at the next meeting, it has to be under a new motion.

iii. Any Member may move to take a motion from the table, provided no other motion is on the floor.

iv. A tabled motion is brought back with all of the motions connected with it, exactly as it was when laid on the table.

v. The motion to *Take from the Table* is not debatable or amendable and requires only a majority vote.

vi. If a motion to take a motion from the table is defeated, it may only be made again after other business has intervened.

vii. A motion may be taken from the table at any regular meeting, but not at a special meeting unless prior notice is given.

5.21 Amendments

An amendment proposed to a motion must be relevant to its subject matter and must not propose a direct negative of the motion.

5.22 Amendments to Amendments

Only one amendment to a motion may be before the meeting at any time, but an amendment to the amendment may be before the meeting at the same time. The amendment to the amendment must be voted on before the amendment.

5.23 Debatability of Amendments

Councillors may debate the merits only of the amendment, not the merits of the motion it is applied to.

5.24 Cannot Amend Own Motion

A Member cannot amend his or her own motion.

5.25 Referral Motions

A Member may move to refer any motion to a Committee, Administration or Committee of the Whole for investigation and report, and the motion to refer:

a) will preclude all further amendments to the motion;

b) is debatable; and

c) may be amended only as to the body or membership of the body to which the motion is referred and the instructions on the referral.

5.26 Report from Referral

When a response to a referral is before Council, the motion under consideration will be the motion which was referred, including any amendments made prior to the referral.

5.27 Referrals Refused by the Chair

The Chair may refuse to accept a motion to refer that would have the effect of defeating the motion to which it applies (for example, due to time constraints).

5.28 Limiting or Ending Debate

Any motion to limit or end debate:

a) cannot be debated;

b) must be passed by a two-thirds (2/3) vote; and

c) may only be amended as to the limit to be placed on debate.

- 5.29 **Motion for the Previous Question**
 a) If the Previous Question is moved, the Chair must state that the Previous Question has been moved and immediately take the vote on the motion for the Previous Question.
 b) Unless a Motion to Postpone is made, when a Motion for the Previous Question is carried, the motion to which it applies must be put without further debate or amendment.
- 5.30 **Motions Disallowed**
 If a motion is contrary to the rules and privileges of Council, the Chair may refuse to accept it and must cite the rule or authority applicable without other comments.
- 5.31 **Privileged Motions**
 The following motions are privileged motions and may, if the Chair determines that they are of overriding importance, interrupt the debate on another motion:
 a) a Point of Privilege;
 b) a Motion to excuse a Councillor from voting;
 c) a Motion to Recess;
 d) a Motion to Adjourn; and
 e) a Motion to fix the time to adjourn.
- 5.32 **Point of Privilege**
 A Member may raise a Point of Privilege to remedy any pressing situation at any time. The Chair must immediately decide whether to accept the Point of Privilege. If accepted, it must be dealt with immediately.
- 5.33 **Motion on Point of Privilege**
 If a motion is made resulting from an accepted Point of Privilege, it is not debatable or amendable.
- 5.34 **Point of Order**
 A Point of Order, which requires immediate attention, may interrupt a speaker and is not debatable or amendable. The Chair must rule on a Point of Order and no vote will be taken unless there is a Challenge to the Ruling.
- 5.35 **Motion to Challenge**
 a) Any ruling of the Chair may be challenged.
 b) A Motion to Challenge may be made only at the time of the ruling, whether or not another speaker has the floor.
 c) A Motion to Challenge is debatable unless it relates to decorum, the priority of business or an un-debatable pending motion.
 d) If a motion is made to challenge, the Chair must state the question: "Is the ruling of the Chair upheld?", and may participate in debate on the challenge without leaving the Chair.
 e) If the Chair refuses to put the question on a Challenge, the person who would preside if the individual occupying the chair were absent must put the question to Council.
 f) Unless there is a two-thirds (2/3) vote against it, the ruling of the Chair will be upheld.
- 5.36 **Recess**
 a) Any Member may move that Council recess for a specific period. After the recess, business will be resumed at the point when it was interrupted. This motion may not be used to interrupt the speaker.
 b) A motion to recess may be amended only as to length of time, but neither the motion nor the amendment are debatable.
- 5.37 **Adjournment**
 a) A Motion to Adjourn is not debatable or amendable.
 b) Council will take up a motion pending at the time of adjournment as the first item under unfinished business at the next meeting.
- 5.38 **Adjournment of Regular Meeting or Public Hearing**
 A motion to adjourn a Regular Meeting or a Public Hearing requires a majority vote.
- 5.39 **Objection of Consideration of a Motion**
 The purpose of an "Objection to the Consideration of a Motion" is to enable Council to avoid a particular original main motion when it would be undesirable or inappropriate for the motion to come before them, and may be dealt with in the following manner:
 a) A Member may move to object to the consideration of the main motion prior to any debate on the motion and the Chair must state the question "Will the motion be considered?"

- b) A motion to object to the consideration of a motion is not debatable or amendable. The motion objected to will be heard unless there is a two-thirds (2/3) vote against hearing it.
 - c) If Council passes a motion to object to the consideration of a motion, the motion objected to may be brought before Council only by renewal.
- 5.40 **Dividing Motions into Parts**
A Member may request that a motion be divided if it contains parts which stand as complete propositions. Council must then vote separately on each proposition.
- 5.41 **Motions Previously Considered**
Once Council has dealt with any matter, a motion that would have a similar result may not be made unless Council has agreed to reconsider the motion.
- 5.42 **Reconsidering Motions**
A Member who voted with the prevailing side may move to reconsider a motion only at the same meeting or during any continuation of the meeting at which it was decided.
- 5.43 **Reconsideration not Allowed**
a) A motion to reconsider may not be applied to:
i. any vote which has caused an irrevocable action; or
ii. a motion to reconsider.
b) A motion to reconsider is only debatable when the motion being reconsidered is debatable.
- 5.44 **Rescinding and Renewing Motions**
A motion to rescind a motion which has been passed, or to renew a defeated motion, may be offered subsequent to the meeting at which the motion was passed or defeated if the rescinding or renewal motion is:
a) brought more than six (6) months after the date of the original motion; or
b) brought after a General Municipal Election which has taken place since the date of the original motion.
- 5.45 **Notice of Rescission or Renewal**
Notice of a motion to rescind or renew a motion must be given or dispensed with pursuant to the provision of this Bylaw.
- 5.46 **Rescission not Allowed**
No motion to rescind may be made when:
a) a vote has caused an irrevocable action; or
b) a decision has been made to rescind or reconsider motion.

SECTION 6 VOTING

- 6.1 **Motion Carried**
A motion will be carried when a majority Members present at a meeting vote in favour of the motion, unless otherwise specified in this Bylaw.
- 6.2 **Recording of Votes**
Before a vote is taken by Council, a Councillor may request that the vote be recorded. When a vote is recorded, the minutes must show the names of the Councillors present and whether each Councillor voted for or against the proposal or abstained.
- 6.3 **Tie Vote**
A motion is defeated when the vote is tied.
- 6.4 **Failure to Vote**
Each Member present must vote on every motion as outlined in the Act, unless the Act, or any other Provincial or Federal enactment, requires or permits the Member to abstain, in which case the Member must cite the legislative authority for abstaining, and the abstention and reasons must be recorded in the minutes.
- 6.5 **Loss of Quorum**
If a motion cannot be voted on because there would be no quorum due to:
a) a Member being excused from voting; or
b) any abstention allowed or required by statute;

then the matter will be dealt with as unfinished business and proceeded with at the next regular meeting of Council. If Council is unable to achieve quorum at any meeting on an issue due to the pecuniary interest of a Member or Members, then Council must ask the Minister of Municipal Affairs for an order or direction under the Act.

- 6.6 **Voting Procedures**
Votes on all motions must be taken as follows:
a) Members must be in the designated Council seat when the motion is put;
b) the Chair must put the motion;
c) the Chair must declare the result of the vote.
- 6.7 **No Change to Vote**
After the Chair declares the result of a vote, no Council Members may change their vote for any reason.
- 6.8 **Silence Once Question is Put**
From the time the question is put by the Chair, until the result of the vote is declared, Members must be silent and must not leave their seats.

SECTION 7 RULES GOVERNING DEBATE

- 7.1 **Order of Speakers**
The Chair will determine the speaking order when two or more Members wish to speak, subject to a challenge.
- 7.2 **Addressing the Chair**
Members must address the Chair when speaking.
- 7.3 **Interruptions**
Members, who have been assigned their turn to speak, may only be interrupted by other Members, including the Chair:
a) when a Member is discussing a subject and no motion is on the floor;
b) when a Member has exceeded the five (5) minute time limit to speak;
c) by a Point of Privilege;
d) by a Point of Order;
e) by an objection to the consideration of a motion; or
f) by a Challenge.
- 7.4 **Councillor Called to Order**
A Member who is called to order must immediately stop talking but must be given an opportunity to Challenge before debate is closed. Council will decide the Challenge without debate.
- 7.5 **Prohibited Acts**
Members must not:
a) speak disrespectfully of the Sovereign or any of the Royal Family, or of the Governor General or of the Lieutenant Governor, or of any Member of any other governing body in Canada or Council or Administration;
b) use offensive words in Council Chambers, or against Council or any Members or Administration;
c) discuss a vote of Council, unless to move to reconsider, renew or rescind;
d) break the rules of Council or disturb the proceedings; or
e) disobey the decision of the Chair or of the Council or any question of order, practice or interpretation.
- 7.6 **Request to Have Motion Considered**
A Member may require that the motion being considered be read at any time during debate, but must not interrupt the speaker.
- 7.7 **Number of Speeches**
Unless otherwise provided in this Bylaw, Members may speak only once on any motion; however the Presiding Officer may give permission to speak again.
- 7.8 **Time Limits**
Each Member may speak for only five (5) minutes:
a) by asking questions on a motion;
b) in debate on a motion;

- c) by asking questions on an amendment;
 - d) in debate on an amendment; and
 - e) in reply, when the Councillor is the mover of the motion;
- unless Council gives permission, by a two-thirds (2/3) vote, to speak for an additional five (5) minutes.

- 7.9 Opportunity to be Heard
Each Member will be given an opportunity to speak to a motion before it is put to a vote, unless a motion is passed to limit or end debate.

SECTION 8 DUTIES OF THE CHAIR

- 8.1 Chair to Maintain Order
The Chair must preserve order and decorum and decide all questions of procedure.
- 8.2 Citing Reasons for Decisions
When the Chair makes a decision on a question of procedure, he or she must provide a reason for the decision.
- 8.3 Leaving Chair
If the Chair wishes to leave the chair for any reason, he or she must provide a reason for the decision.

SECTION 9 DISCIPLINARY PROCEDURES

- 9.1 Calling Councillors to Order
The Chair may call to order any Member who is out of order.
- 9.2 Naming a Councillor for an Offense
When a Member has been warned about breaches of order but continues to engage in them, the Chairman may name the Councillor by stating his or her name and declaring the offense. The Secretary-Treasurer must note the offense in the minutes.
- 9.3 Disturbance or Inappropriate Behaviour by Public
Behaviour of the public, during the proceedings of Council:
a) no person shall, other than the Secretary-Treasurer, record the proceedings;
b) no person shall allow a cellular telephone to ring or talk on a cellular telephone while attending a Council meeting;
c) no person shall address Council without permission of the Chair;
d) all persons to maintain order and quiet;
e) no person shall applaud or otherwise interrupt any speech or action of the Members, or any other person addressing Council.
f) When granted permission to address Council, shall not use offensive words or speak disrespectfully of Council, any Member, or Administration, the Sovereign or any member of the Royal Family, or of the Governor General or the Lieutenant General or of any member of any other governing body in Canada.
g) The Chair may, at any meeting, expel and exclude any person who creates any disturbance or acts improperly. A person who refuses to leave is guilty of an offense and the Chair may order a Peace Officer to remove the person and charge them under this Bylaw.
- 9.4 Member Interference
No Member shall have the power to direct or interfere with the performance or work of any employee of the Town. The employee shall be subject only to their Supervisor. Nothing in the foregoing shall in any way interfere with or restrict the right of a Member of Council to seek formal information from any officer or employee of the Town through the office of the CAO.
The only employee under direct supervision of Council is the CAO.

SECTION 10 PUBLIC & PRIVATE MEETINGS

- 10.1 Public Meetings
Except as provided in the Act, Council and Council Committee Meetings will be held in public and no person may be excluded except for improper conduct.

- 10.2 In Camera Meetings
Councils and Council Committees may close all or part of their meeting to the public if a matter to be discussed is within one of the exceptions to disclosure in Division Two (2) of Part One (1) of the Freedom and Protection of Privacy Act.
When a meeting is closed to the public, no resolution or bylaw may be passed at the meeting, except a resolution to revert to a meeting held in public.

SECTION 11 BOARDS, COMMISSIONS & COMMITTEES

- 11.1 Ex Officio
a) The Mayor shall be an ex officio Member of all Committees to which Council has the right to appoint members pursuant to the Act, and as such shall have all the powers and privileges of any Member of the same, including the right to vote upon all questions to be dealt with by the Committee.
b) Notwithstanding subsection (a) the Mayor may be a member of a board, commission, and subdivision authority or development authority established under Part 17 of the Act only if the Mayor is appointed in his or her personal name.
- 11.2 Membership
The membership of a Board, Commission or Committee shall be as provided for in the enabling legislation or as directed by Council.
- 11.3 Chair
Each Committee shall select one of its members to be the Chair unless Council designates:
a) The Chair of a Committee; or
b) The manner in which the Chair shall be selected.
c) The Chair shall preside at every meeting and shall vote on all questions.
- 11.4 In Camera
When a Committee established by Council is of the opinion that a meeting is to be held In Camera, the motion which is passed to authorize the In Camera meeting shall include the reason for holding the meeting In Camera, and the meeting may only be held in accordance with Section 197(2), (2.1) and (3) of the Act.
- 11.5 Business of Committees
The business of committees shall be conducted in accordance with the Act and within the rules governing the procedures of Council.
- 11.6 Organizational Meeting Appointments
a) At the Organizational Meeting at the beginning of the term of office of the new Council, and annually thereafter, the Mayor shall recommend to the full Council the membership of each Standing Committee and Committee.
b) The Mayor shall request all Members of Council to submit their preference for membership on Standing Committees and shall take these into consideration in arriving at recommendations for Council's ratification. The recommendations of the Mayor shall be put before the full Council for ratification.

SECTION 12 SPECIAL COMMITTEES

- 12.1 Appointment of Special Committees
Subject to the Act, Council may appoint any Special Committees as are necessary or advisable for the orderly and efficient handling of the affairs of the Town and may establish generally or in detail the:
a) duties and responsibilities;
b) composition; and
c) duration of a Committee.

SECTION 13 BYLAWS

- 13.1 Title and Bylaw Number
All proposed bylaws must have a bylaw number assigned by the Secretary-Treasurer and a concise title indicating the purpose the the bylaw.
- 13.2 Filing of Bylaws
The Secretary-Treasurer shall keep on file, correct copies of all bylaws approved or defeated in Council including all amendments, if any.

- 13.3 First Reading
- a) A bylaw, appearing upon the Council Agenda when listed as ready for first reading, shall be introduced by a Member moving "They Bylaw No. (quoting the Bylaw number) be given first reading.
 - b) Council shall vote on the motion for first reading of a bylaw without amendment or debate.
 - c) After first reading, a Member may ask a question concerning the bylaw.
- 13.4 Amendments
- Any amendments to a bylaw, which are carried prior to the motion for second reading being put, will be considered to have been given first reading and will be incorporated into the proposed bylaw. If amendments to the proposed bylaw have been carried, the Chair must put the question that "Bylaw No. (specifying the bylaw number), as amended, be given second reading".
- 13.5 Second Reading
- After first reading has been given, any Councillor may move that "Bylaw No. (specifying the proposed bylaw number) be read a second time".
- 13.6 Three Readings
- Every bylaw shall receive three readings before the Mayor or Deputy Mayor and the CAO signs it. If a bylaw fails to receive unanimous consent for third reading, it shall remain on the agenda to be dealt with at the next regular meeting of Council.
- 13.7 Number of Readings Allowed at a Meeting
- a) A bylaw shall not be given more than two readings at one meeting unless the Act permits three readings in one meeting and unless Members present unanimously agree that the bylaw may be presented to Council for third reading.
 - b) When Council unanimously agrees that a bylaw may be presented for third reading:
 - i. a motion for third reading of the bylaw shall be made;
 - ii. Council shall vote on the motion without amendment or debate.
- 13.8 Signing and Sealing Bylaws
- The Mayor or Deputy Mayor and the CAO must sign and seal every bylaw as soon as reasonably possible after third reading is given.
- 13.9 Amendment and Repeal
- Once a bylaw has been passed, it may only be amended or repealed by another bylaw.
- 13.10 Requirements for Written Communications
- Every written communication intended for Council or a Committee which reaches the Secretary-Treasurer must:
- a) be legible and coherent;
 - b) be signed by at least one person who provides a printed name and address;
 - c) be on paper; and
 - d) not be libelous, impertinent or improper.
- 13.11 Processing of Communications
- If the requirements are met, the Secretary-Treasurer must:
- a) Place it on the agenda of the next regular meeting of Council once he/she is assured that there is sufficient information available to allow Council to render a decision.
 - b) If, in the Secretary-Treasurer's opinion, the communication requires action, then he/she may refer the item directly to the proper Town employee with instructions for a report to Council at the earliest reasonable opportunity; or
 - c) If, in the Mayor's opinion, the matter contained in the communication is impertinent, improper or libelous, he/she shall advise the originator of the communication that it is not being sent forward and shall advise Council at the first regular meeting after receipt of such communication:
 - i. that it is being withheld; and
 - ii. the name and address of the sender; and
 - iii. the general subject thereof.
 - d) If, however, Council decides by a two-thirds (2/3) vote of members present that a communication withheld from it deserves action, then the matter may be dealt with at that meeting.
- 13.12 Communication Referred
- Communication received by the Council may be referred to a Committee of Council or to Administration for a report, or may otherwise be dealt with as directed by Council.

13.13 Delegations

- a) Notwithstanding any provision of this Bylaw, Council shall grant a fair hearing to persons entitled, under provincial legislation, to make verbal submissions to Council.
- b) A person wishing to make representations directly to Council shall so advise the Secretary-Treasurer in writing by 4:00pm on the Thursday prior to the Council meeting date.
- c) At the place in the Agenda for the hearing of delegations, the Mayor or Deputy Mayor shall call each item in order as it is listed on the agenda.
- d) Each item shall be introduced by a Member of Administration or the Mayor or Deputy Mayor or a Councillor.
- e) No person, whether a Member of a statutory or non-statutory delegation, shall address Council upon any matter for more than fifteen (15) minutes, exclusive of the time required to answer the questions put by Council. Delegations that exceed the recommended fifteen (15) minutes may be given a discretionary amount of time by the Chair to adequately make their presentation.
- f) In questioning delegations, whether statutory or otherwise, Members will ask only those questions which are relevant to the subject of the hearing and will avoid repetition. Delegations speaking to the subject will be restricted to the subject matter only.
- g) Delegations at regular meetings of Council are to be limited to a maximum of two, or in circumstances approved by the Mayor where it is felt that an item would be urgent, to a maximum of three.

SECTION 14 PUBLIC HEARINGS

14.1 Public Hearings

When the Municipal Government Act, or any other act, requires Council to hold a public hearing, the public hearing must be held, unless another enactment specifies otherwise:

- a) before second reading of the bylaw, or
- b) before Council votes on the resolution.

14.2 Procedure for a Public Hearing

If a person indicates their presence to speak on the proposed bylaw, then the following procedures will apply:

- a) the administration will introduce the topic of the Public Hearing;
- b) persons will be allowed five (5) minutes to speak; those in favor will speak first, followed by those opposed, followed by those who feel they are affected by the topic of the hearing;
- c) after a person has spoken, any Member may ask that speaker relevant questions;
- d) any Member may ask the administration relevant questions after all persons who wish to speak have been heard.
- e) any Councillor may then move that "the Public Hearing be adjourned".

14.3 When No Speaker Present

If a person is unable to attend a hearing, that person may authorize an individual to speak on his or her behalf. The authorization must:

- a) be in writing;
- b) name the individual authorized to speak;
- c) indicate the proposed topic to be spoken to; and
- d) be signed by the person giving the authorization.

14.4 Statement of Authorization

The authorized speaker must state the name of the person that the speaker represents and must present the written authorization to the CAO or his/her designate.

14.5 Representing More Than One Person

If an authorized speaker represents more than one person, the speaker will be allowed only five (5) minutes to speak unless Council decides otherwise.

SECTION 15 OFFENCES & PENALTIES

- 15.1 a) Any person who contravenes any provision of this bylaw by:
 - i. doing any act or thing which they are prohibited from doing; or
 - ii. failing to do any act or thing they are required to do;

is guilty of an offence and is liable on Summary Conviction, to a fine not exceeding two thousand dollars (\$2,000) and, in the event of failure to pay or the inability to pay any fine levied, to imprisonment for a period not exceeding one (1) year or until such fine and costs are paid.

b) Where any provision of this bylaw provides for a fine to be levied for contravention of this bylaw, the court entering the conviction of the offence shall not levy a lesser fine than set out in the provision.

c) Where a breach of this bylaw is continuing or of a re-occurring nature, then in addition to any other remedy or any penalty imposed by this bylaw, the Town may, in any of those cases, apply to the Court of Queen's Bench by way of action or order, prohibiting the person contravening the bylaw.

d) Where a Peace Officer believe that a person has contravened any provision of this bylaw, they may serve upon the person a voluntary payment tag in a form designated by the Town allowing payment to the Town of the fine of \$250.00 for the offence and that payment shall be accepted by the Town in lieu of prosecution for the offence.

e) If the person upon whom a voluntary payment tag is served fails to pay the required sum within the time specified in the voluntary payment tag, the provisions of this section regarding acceptance of payment in lieu of prosecution do not apply.

f) Nothing in this section shall:

- i. prevent any person from exercising their right to defend any charge of committing a breach of this bylaw;
- ii. prevent any Peace Officer from laying an information or complaint or Violation Ticket in lieu of serving a voluntary payment tag; or
- iii. prevent any person from exercising any legal rights they may have to lay an information or complaint against any person (whether the person has made payment under the provisions of this bylaw, or not) for a breach of this bylaw.

SECTION 16 REPEAL OF PREVIOUS BYLAW

13.1 Bylaw No. 1271, the "Procedure Bylaw" and any amendments thereto, are hereby repealed.

SECTION 17 PASSAGE OF BYLAW

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

Read a first time in Council this **14th** day of **September** 2009 A.D.

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

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

Rob Steel, Mayor

Kris Holbeck, CAO



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
SCHEDULE "A"
TO BYLAW #1531**

AGENDA FORMAT

**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
<DATE>
AGENDA**

**Time: 7:00 P.M.
Place: Council Chambers
Administration Building
221 - 45th Avenue West**

CALL TO ORDER

ADOPTION OF AGENDA

Recommendation: that the Agenda for the Regular Meeting of Council of <date> be accepted as presented.

Note: all Agenda item requests must be received in writing the by Secretary-Treasurer by 4:00pm the Thursday prior to the Council meeting for inclusion to the Agenda for the following meeting. In the case where a General Holiday falls on the Monday that a Council meeting would fall, the Council meeting will be held on the Tuesday and the deadline for Agenda submissions remains the Thursday prior the the meeting. Only items of an emergency nature, as approved by a unanimous vote of Council, will be included after that time.

ADOPTION OF MINUTES

Regular Meeting Minutes

Recommendation: that the Regular Meeting Minutes of <date> be accepted as presented.

Other Meeting Minutes

Recommendation: that the <special or other> Meeting Minutes of <date> be accepted as presented.

FINANCES

Bank Statements

Recommendation: to accept the <date> bank statement as presented.

Year-to-date Financial Budget to Actual Summary Report for the Period Ended <date>

Recommendation: that the year-to-date Financial Budget to Actual Summary Report for the period ended <date> be received for information.

PUBLIC HEARING

Note: Public Hearings are held on an as needed basis, determined by Bylaws scheduled for final readings.

DELEGATIONS

Note: to include on cover sheet under this Agenda item where action is required.

Note: Delegations will be allowed upon receipt of a request in writing to the Secretary-Treasurer, to a maximum of two at any Council meeting. Based upon need, the Mayor may determine a number of delegations exceeding two.

ACTION ITEMS

Bylaws
Delegation Responses
Federal Government Correspondence
Provincial Government Correspondence
Other Government Correspondence
Local Correspondence
Town Reports and Memos
Other

INFORMATION ITEMS

Recommendation: to accept the information items as presented.

IN CAMERA – DEVELOPMENT / LEGAL / PERSONNEL

Recommendation: that this Meeting go In Camera.

Recommendation: that this Meeting come out of In Camera.

ADJOURNMENT

Recommendation: that this meeting adjourn.

[Handwritten Signature]

TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW # 1271

A BYLAW OF THE TOWN OF CLARESHOLM, PROVINCE OF ALBERTA, TO DEAL WITH PROCEDURE AND THE TRANSACTING OF BUSINESS BY THE COUNCIL OF THE TOWN OF CLARESHOLM.

WHEREAS, Section 38 to 49 of the Municipal Government Act, being Chapter M-26 of the Revised Statutes of Alberta 1980 and subsequent amendments provides for the regulation of the proceedings of Council and Committees thereof; to provide for dealing with petitions, remonstrances and submissions to Council.

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

1.0 This Bylaw may be cited as "The Procedure Bylaw" and applies to:

- (1) All Regular and Special meetings of Council,
- (2) The conduct of all meetings of committees of Council.

DEFINITIONS AND INTERPRETATION

2.0 In this Bylaw:

- (1) "Acting Mayor" means the member selected by the Council to preside at a regular meeting thereof in the absence or incapacity of both the Mayor and the Deputy Mayor;
- (2) "Agenda" means the agenda for a regular or special meeting of Council prepared pursuant to Section 6;
- (3) "Bylaw" means a bylaw of the Town;
- (4) "Council" means the Mayor and Councillors of the Town for the time being elected pursuant to the provisions of the Municipal Government Act whose term is unexpired, who have not resigned and who continue to be eligible to hold office as such under the terms of the Municipal Government Act;
- (5) "Deputy-Mayor" means the member who is appointed by Council to act as Mayor in the absence or incapacity of the Mayor;
- (6) "Member" means a member of Council, duly elected and continuing to hold office;
- (7) "New Business" means business dealing with a matter which has not been introduced at the same or previous meeting and of which no notice has been given of the intention to present it;
- (8) "Privilege" means the rights and immunities of Council collectively or the position and conduct of members of Council in their official character as elected representatives and a "Matter of Privilege" means any matter affecting Privilege;
- (9) "Quorum" means the majority:
 - (1) of the valid, subsisting members of Council, or
 - (2) in the case of the Committee, Board, Commission or other organized and recognized group, unless the Bylaw or resolution establishing such a body specifies a different quorum.
- (10) "Town" means the Corporation of the Town of Claresholm and, where the context so requires, means the area included within the boundaries of the Town;
- (11) "Unfinished Business" means business which has been raised at the same or a previous meeting.

- 2.1 Wherever this Bylaw requires that a motion be made, a Bylaw be passed or any other action be taken by a vote of
- (1) a simple majority of Council;
 - (2) two-thirds of any other stipulated fraction of Council members,
 - (3) all members of Council,
- the requirements shall be interpreted as meaning such majority, fraction or total of the members of Council who are present and voting on the matter.

ORGANIZATIONAL MEETING OF COUNCIL

- 3.0 THE SECRETARY-TREASURER shall fix the time and place for the first meeting of Council following the general election and annually but not later than six weeks following the date specified in the Municipal Elections Act.
- 3.1 All meetings of Council following the Annual Organizational Meeting of Council shall be held in the Council Chambers of the Town Administration Building unless Council:
- (1) by a two-thirds vote taken at a previous regular meeting or a unanimous vote taken at a special meeting directs that the meeting be held in a different location.
- 3.2 If it is decided to hold any meeting of Council at any place other than the Council Chambers of the Town Administration Building, the Secretary-Treasurer shall affix a notice of such change of location to the agenda.
- 3.3 Unless the Mayor has been elected at the last General Election immediately preceding the organization meeting, he shall take the chair and call the meeting to order.
- 3.4 If the Mayor has been elected at the last general election immediately preceding the meeting the Secretary-Treasurer shall call the meeting to order and shall preside over the meeting until oath prescribed by the Oath of Office Act has been administered to the Mayor.
- 3.5 After the Mayor has taken the oath, he shall preside over the meeting and the Councillors shall take the official Oath of Office.
- 3.6 The Mayor shall nominate members of Council to the Standing Policy Committees, and the Council shall:
- (1) name the Council members who shall sit on each Standing Policy Committee so that no member of Council shall be on more than 3 such committees, and
 - (2) designate the members of Council who shall be the chairmen of the said committees.
- 3.7 The Mayor shall be a voting member of all Standing Policy Committees without being so named but shall not be chairman of any of these committees.
- 3.8 The Mayor and members of Council who are selected as chairmen of the Standing Policy Committees shall form the nomination committee, for the appointment of citizens at large to various boards and commissions and shall determine the time limit of the appointment.
- 3.9 Subject to Section 3.8 if no time limit is placed on the citizen's appointment the appointment shall coincide with the term of office of Council.
- 3.10 The business of Council at the first meeting following the annual election shall be limited to the calling of the meeting, the administration of the Oath, and the introduction of new members, the appointment of a Deputy-Mayor and the appointment of members to act on Committees, Commissions, Boards and other bodies on which Council is entitled to representation, and such other business as is required by the Municipal Act.

PLACES, DATES AND TIMES OF MEETINGS

- 4.0 Subject to Subsections 3.1 and 3.2, Council Meetings shall be held in the Council Chambers
 - (1) on the second and fourth Mondays of every month for all business of Council, commencing at 7:00 P.M.
- 4.1 Except in the case of a special meeting determined at another special meeting or at a regular meeting of Council, and subject to the provisions of Subsection 4.4, the Secretary-Treasurer shall mail to or deliver to each member, so that he receives it at least 24 hours before the time of the special meeting, a notice of the special meeting indicating the time at which such meeting will be held and indicating the business or matter which shall be discussed thereat.
- 4.2 The Mayor on his own initiative, or when requested by a majority of Council in writing, may summon a special meeting at such time as he deems fit, or at the time requested by Council, by a notice in writing given at least 24 hours prior to the meeting and indicating in general terms the business to be transacted thereat.
- 4.3 When requested by a majority of Council in writing, the Mayor shall summon a special meeting at such time as the request of Council shall indicate and shall notify all members of Council at least 24 hours prior to to the meeting, by a notice which shall indicate:
 - (1) that the meeting has been called at the request of members, and
 - (2) the business to be transacted thereat.
- 4.4 The Mayor may call a special meeting of the Council upon such shorter notice, either verbal or written, as he deems sufficient if at least two-thirds of the members of Council give their consent in writing to such notice before the commencement of the meeting.

DEPUTY-MAYOR AND ACTING MAYOR

- 5.0 At its organizational meeting in each year Council shall declare its members as Deputy-Mayor for a one year term. Council members shall participate as Deputy-Mayor for a 6 month term in an alphabetical rotation.
- 5.1 Council at any time may appoint one of its members to be an Acting Mayor in the absence or inability of the Mayor and the Deputy-Mayor to act and if no appointment is made and a regular system of rotation of members to be Deputy-Mayor is established, the member who would be Deputy-Mayor next shall be deemed to be the Acting Mayor.

ACENDA FOR COUNCIL MEETINGS

- 6.0 The Secretary-Treasurer, after consulting with the Mayor, shall prepare an agenda which shall:
 - (1) list the items and order of business to be conducted at the meeting,
 - (2) list the bylaws to be considered at the meeting and indicate the readings given to them,
 - (3) refer to the minutes of any previous meeting or meetings which have not already been delivered to members of Council,
 - (4) contain the notices of motion to be presented to the meeting, and
 - (5) list or contain any other matter or thing which Council may from time to time direct.

- 6.1 The Secretary-Treasurer shall cause it to be copied and:
 - (1) to be delivered or mailed to each member of Council so that it will be received not less than three clear days before the time for the commencement of the meeting for which it is prepared.
- 6.2 All material for inclusion in the agenda shall be in the hands of the Secretary-Treasurer not later than 4:00 o'clock in the afternoon of the Thursday immediately preceeding the Monday on which the Council meeting is held for which the agenda is prepared.
- 6.3 Unless Council shall otherwise direct, no material which has not been received by the Secretary-Treasurer by the time set at in Subsection 6.2 hereof, shall be considered at the meeting for which the agenda is prepared.

COMMENCEMENT OF COUNCIL MEETING

- 7.0 If there are not sufficient members assembled at any meeting to constitute a quorum within half an hour from the time of commencement of the meeting, the Secretary-Treasurer shall record the names of all members present at that time and unless a special meeting be duly called in the meantime, Council shall be deemed to be adjourned until the next regular meeting.
- 7.1 When Council is unable to meet for want of a quorum, the agenda delivered for the proposed meeting shall be considered at the next regular meeting prior to the consideration of the agenda for the subsequent meeting or at a special meeting called for that purpose.
- 7.2 If there are sufficient members present to constitute quorum at the time set for the commencement of the meeting or as soon thereafter as a quorum is present the Mayor, or in the absence of the Mayor, the Deputy-Mayor, or in the absence of both of them, the Acting Mayor shall take the chair and call the members to order.
- 7.3 If there is a quorum present at the time the meeting should be called to order and the Mayor, Deputy-Mayor are all absent, the Secretary-Treasurer shall call the meeting to order and shall call for an Acting Mayor to be chosen by a resolution of the meeting.

PRIVILEGE

- 8.0 When a member desires to address the Council on a matter of privilege he shall be permitted to raise such question of privilege and when he does so shall explain concisely in what way the personal privilege of the member or the privilege of Council are affected.
- 8.1 After the member has stated the point of privilege the Mayor or the member presiding at the meeting shall rule whether or not the matter raised is deemed to be a point of privilege.
- 8.2 A matter which is ruled to be a matter of privilege shall take precedence over all other matters before Council.
- 8.3 Where the Mayor or other presiding member has ruled that a matter raised is a matter of privilege the member raising the same may speak on it but there shall be no debate on the matter unless a motion thereon is put to Council.
- 8.4 If the question of privilege concerns a situation, circumstance or event which arose between meeting of Council, the member bringing the matter before Council shall do so immediately after the adoption of the minutes of the previous meeting.

CONTROL AND CONDUCT OF COUNCIL MEETINGS

- 9.0 Subject to being overruled by a majority vote of members of Council which vote shall be taken without debate, the Mayor or other presiding officer:
- (1) shall maintain order and preserve decorum of the meeting,
 - (2) shall decide points of order without debate or comment other than to state the rule governing,
 - (3) shall determine which member has a right to speak,
 - (4) shall ascertain that all members who wish to speak on a motion have spoken thereon and that the members are ready to vote on the question.
 - (5) shall rule when a motion is out of order, and
 - (6) may call a member to order.
- 9.1 In the event that a member refused to come to order as required by Subsection (9.0) hereof when called to order the Mayor shall request the Deputy-Mayor or if the Deputy-Mayor is absent or is the unruly member, a member of Council to move a resolution to remove the unruly member either for:
- (1) the balance of the meeting,
 - (2) until a time which shall be stated in the motion, or
 - (3) until the member makes an apology acceptable to Council for his unruly behavior, whichever shall be the shortest time.
- 9.2 If a majority of Council votes in favour of the resolution the Mayor shall direct the unruly member to leave the Council Chamber and if the member refused to leave direct that he be removed by any police constable present in the Council Chambers.
- 9.3 If after Council has directed an unruly member to leave the Council Chamber, the member so directed makes an explanation and apology adequate and satisfactory to the Council, it may by a majority vote of the remaining members present allow the offending member to remain in his place if he has not left it or been removed or to retake it if he has.
- 9.4 When a member wishes to speak at a Council meeting he shall address the chair.
- 9.5 When a member is addressing the chair every other member shall remain quiet, shall not interrupt the speaker except on a point of order, shall not carry on a private conversation and shall not cross between the speaker and the chair.
- 9.6 When a member is addressing the Council he,
- (1) shall not use offensive words in referring to any member of the Council, or to any official or employee of the Town,
 - (2) shall not reflect on any vote of Council except when moving to rescind it and when so doing shall not reflect on the motives of the members who voted for the motion,
 - (3) shall not shout or immoderately raise his voice or use profane, vulgar or offensive language, and
 - (4) shall assume personal responsibility for any statement he quotes to Council or upon request of Council shall give the source of the information.

E.B.

- 9.7 When the Mayor calls a member to order the member shall resume his seat but may afterwards explain his position in making the remark for which he was called to order.
- 9.8 Where a member wishes to leave the Council Chambers while a meeting is in progress he shall address the chair, excuse himself and await acknowledgement before leaving his place.
- 9.9 No member shall leave the Council Chamber after a question is put to a vote until the vote is taken.
- 9.10 Members of the public who constitute the audience in the Council Chamber during a Council meeting may not address Council without permission of the Council, shall maintain order and quiet and shall not applaud or otherwise interrupt any speech or action of the members of Council.
- 9.11 The Mayor may direct that a constable remove any person in the audience who creates any disturbance during a meeting.

PROCEEDINGS AT MEETINGS

- 10.0 Unless requested by a majority of the members the minutes of the previous meeting shall not be read aloud.
- 10.1 The Mayor shall present the minutes to the Council with a request for a motion adopting them.
- 10.2 If there are any corrections or if a majority of the members of Council deem any correction or corrections to be necessary for the accuracy of the minutes, it or they shall be incorporated therein.
- 10.3 In the event a member of Council is absent from the meeting in which minutes are passed which he considers require corrections he may address the correction.
- 10.4 The Secretary-Treasurer shall cause the minutes of each Council meeting to be prepared, copied and distributed to the members of Council for the next regular meeting.

COMMUNICATIONS AND PETITIONS

- 11.0 Where a person wishes to bring any matter to the attention of Council or to have any matter considered by Council he shall address a letter or other communication to the Council which shall outline the reason for the request to appear before Council.
- 11.1 A group of persons wishing to present to Council a petition on any matter within its jurisdiction shall cause the petition to be prepared in accordance with the relevant section of the Municipal Government Act and shall appear as a delegation for the presentation of the petition to Council.
- 11.2 Where pursuant to the provisions of Subsection 11.0 and 11.1 as a communication intended for Council is received, the Secretary-Treasurer shall:
 - (1) include it as an item on the Agenda for the next regular meeting of Council, or
 - (2) refer to the appropriate Standing Policy Committee of Council together with any necessary reports from the Town departments.

PERSONS WISHING TO ADDRESS COUNCIL

- 12.0 If a representative from any group of persons wishes to address Council on a matter which is not on the Agenda, Council may on a majority affirmative vote allow the representative or any other person to address it.
- 12.1 Persons wishing to approach Council shall be given 5 minutes, exclusive of the time required to answer questions put to him by the Council, to make their presentation to Council unless:
 - (1) the time is extended by a discretion of the Chairman.
- 12.2 After a motion has been moved it is the property of Council and may not be withdrawn without the consent of the majority of Council.
- 12.3 Except as elsewhere specifically provided in this Bylaw the following motions are debatable by Council:
 - (1) a motion arising out of any matter or thing included in the Agenda for the Council meeting at which it is debated;
 - (2) a motion concerning any question, matter, subject or thing tabled indefinitely from a previous meeting of Council or tabled for a meeting at which it is discussed;
 - (3) a motion for concurrence in, rejection of, or further consideration of a report to Council or a motion arising out of any matter dealt with in a report to Council;
 - (4) a motion for the second reading of a Bylaw;
 - (5) a motion for the third reading of a Bylaw;
 - (6) a motion for appointment of a committee, dismissal of a committee;
 - (7) a motion for the Council to go into Committee of the Whole;
 - (8) a motion for amendment to any Bylaw properly before Council or any matter arising directly out of any Bylaw properly before Council;
 - (9) such other motion made upon routine proceedings as may be required for the observance of the properties of the Council, the maintenance of its authority, the appointment or conduct of its officers, the management of its business, the arrangements of its proceedings, the correctness of its records, the fixing of its sittings or the days and times of its sittings or the time of the meeting or adjournment.
- 12.4 When a motion has been made and is being considered by Council no member may make any other motion except:
 - (1) a motion to refer the main question to some other person or group for consideration;
 - (2) a motion to amend the main question or an amendment to it;
 - (3) a motion to table the main question;
 - (4) a motion to postpone the main question until some future time;
 - (5) a motion to adjourn the meeting.

- 12.5 A member moving a motion to table any matter whether the matter is contained in a petition, enquiry, motion or other matter before the Council shall include in the tabling motion,
- (1) the time at the present meeting or the date of a future regular or special meeting to which the motion is to be tabled.
- 12.6 A motion to table a matter shall not be debated except as to the time when Council will again consider the motion.
- 12.7 A matter which has been tabled shall not be again considered by Council before the date set except on a vote of two-thirds of the members of Council present and voting on it.
- 12.8 When there is a committee appointed for the purpose, a Town department normally dealing with the subject matter of a motion or a Town Official who would normally deal with such matters, Council may refer the question before it to the Secretary-Treasurer who shall have the appropriate committee, department or official deal with the matter.
- 12.9 A motion to refer a matter shall be put forthwith without amendment or debate.
- 12.10 A member of Council who is moving a reference motion shall be required to include in the motion:
- (1) the terms on which the motion is being referred,
 - (2) the time when the reference is returnable, and
 - (3) whatever explanation is necessary as to the purpose of the motion.
- 12.11 Notwithstanding Subsection (12.9) when pursuant to the provisions of Subsection (12.10) a motion to refer a matter is made a member may ask of the Mayor or other person presiding at the Council meeting a question relative to any of those matters which as provided in Subsection (12.10) may be included in a reference motion.
- 12.12 After a motion has been made notwithstanding anything elsewhere contained in this bylaw a member may with the consent of Council:
- (1) on his own initiative while he is speaking on the same, or
 - (2) when requested by another member speaking on the motion, change the wording of the motion or agree to a change proposed by another member if the alteration does not change the intention of the motion.

AMENDMENTS

- 13.0 Notwithstanding anything elsewhere herein contained no amendment may be made to:
- (1) a motion to refer a question to some other person or body for consideration,
 - (2) a motion to table a question,
 - (3) a motion to postpone a discussion on a matter to a stated time,
 - (4) a motion to adjourn a meeting, or
 - (5) a motion for the first reading of a bylaw.

- 13.1 While a motion is under discussion by Council, a member may not move:
 - (1) an amendment which does not relate to the subject matter of the principal motion,
 - (2) an amendment directly contrary to the principal motion.
- 13.2 Where an amendment has been moved to a motion which is under discussion, an amendment to the amendment may be moved but no further amendment may be moved to the amendment or to the principal question until after the amendment to the amendment is voted upon.
- 13.4 A member who moved a motion may not move an amendment to it.
- 13.5 The Mayor or other presiding officer shall not put the principal motion under debate until all other amendments to it have been put and voted upon.
- 13.6 When all amendments are voted upon the Mayor or other presiding officer shall put the principal motion incorporating therein any amendments already adopted.

MOTION OUT OF ORDER

- 14.0 When a motion is out of order the Mayor or presiding officer shall so advise the Council and shall cite the rule or authority applicable thereto.
- 14.1 Any member of Council may raise the question of whether or not a motion is in order.

DEBATE ON MOTION

- 15.0 Except as otherwise provided in this section no member may speak more than twice on any motion.
- 15.1 Notwithstanding Subsection (15.0) a member after receiving permission from the Mayor or other person presiding at the meeting may speak in explanation of a material part of his speech which has been misquoted or misunderstood but he may not introduce any new matter and there shall be no debate on the explanation.
- 15.2 Notwithstanding Subsection (15.0) a member who has moved a motion to appoint or instruct a committee, or may speak in reply to close the debate after all other members of Council have been given an opportunity to speak.
- 15.3 Notwithstanding Subsection (15.0) before the debate has been closed and the question called on a motion and when another member does not have the floor, a member may during a debate,
 - (1) ask a question which relates directly to the debate, contains no argument and introduces no new material on the motion, or
 - (2) request that the motion or a part thereof be read aloud.
- 15.4 Unless Council by a majority vote shall extend the time, no member thereof shall speak longer than,
 - (1) five minutes on any original motion before Council, or
 - (2) three minutes on any amendment to an original motion before Council.
- 15.5 When a member who has moved a motion closes the debate the Mayor shall put the motion to a vote.

- 15.6 When the motion has been declared no member shall debate further on the question or speak any words except to request that the motion be read aloud.
- 15.7 Unless the Mayor is overruled by a majority vote of the members present at a Council meeting he shall determine when a motion is to be put and his decision shall be final.

RECONSIDERING AND RESCINDING A MOTION

- 16.0 When a Councillor wishes to reconsider, alter or rescind any motion already passed or action taken at a previous meeting and when such matter does not appear on the Agenda, he shall bring the matter before Council by a Notice of Motion which shall:
- (1) be given at a regular meeting preceding the meeting at which he wishes Council to reconsider the matter.
- 16.1 Where a matter on which Council has made a previous motion or taken a previous action is properly before Council as provided in this section, Council may by a simple majority pass a motion which alters, rescinds or conflicts with any previous action taken or a motion made without specifying that the previous motion or action is being altered or rescinded and the provisions of such motion shall override the provisions of any previous motion with which they conflict.
- 16.2 Notwithstanding anything provided in this section where pursuant to any motion duly passed by Council the Town has a contractual liability or obligation, Council shall not reconsider, alter, revoke, rescind or replace the motion except to the extent that it does not attempt to avoid or interfere with the liability or obligation.

VOTING ON MOTIONS

- 17.0 Unless excused from voting by a resolution of a majority of Council or unless he is disqualified from voting by reason of a direct or indirect pecuniary interest, the Mayor, when present and each Councillor present shall vote on every division on every motion before Council.
- 17.1 If, notwithstanding the provisions of Subsection (17.0) a member refuses or fails to vote on an issue he shall be deemed to have voted in the negative on the matter and shall be so recorded.
- 17.2 No member who is absent from the Council Chamber when the vote is put either by a recorded or unrecorded vote shall enter the Council Chamber or attempt to vote and therefore he cannot vote on the matter.
- 17.3 If any member of the Council shall call for a poll of the members or for a recorded vote the names of those who vote for and those who vote against the motion shall be entered in the minutes. The call for a recorded vote must be made prior to the vote being taken.
- 17.4 Whenever a statute of the Province of Alberta, a regulation made thereunder or this or another bylaw of the Town requires a designated majority greater than a simple majority to pass a motion on any matter, the motion may not be rescinded or amended by less than the majority required by the statute, regulation or bylaw.

MOTION TO ADJOURN

- 18.0 A member may move a motion to adjourn the meeting at any time except when:
- (1) another member is in possession of the floor,
- (2) the members are voting,

- (3) Council is in Camera, and
- (4) a previous motion to adjourn has been defeated and no other intermediate proceedings has taken place.

18.1 A motion to adjourn shall be put without comment or debate.

IN CAMERA

- 19.0 Upon the passing of a motion that the Council go in camera, the Mayor shall be the Chairman thereof and shall maintain order.
- 19.1 The rules of order for the conduct of a meeting of Council shall apply to a meeting which is held in camera.
- 19.2 The in camera meeting has no power to pass any bylaw or resolution apart from the resolution necessary to revert back to an open meeting.

STANDING AND SPECIAL COMMITTEES

- 20.0 Subject to the provisions of the Municipal Government Act, Council may appoint such standing and special committees as are necessary or suitable for the orderly and efficient handling of the affairs of the Town and may at the same or another time:
 - (1) establish generally or in detail the duties and responsibilities;
 - (2) the composition, and
 - (3) the duration, of a committee so established.
- 20.1 The size of a quorum required for a meeting of a special or standing committee shall be determined on the number of members specifically named to the committee only.
- 20.2 Unless Council designates the chairman of a committee or designates who shall select the chairman or the manner in which he shall be selected each standing or special committee shall select its own chairman.

BYLAWS

- 21.0 Where a committee of Council approves the principles of the subject matter of a proposed bylaw it shall refer the matter to the Secretary-Treasurer with instructions for the preparation of the bylaw.
- 21.1 Unless and until the bylaw is approved by the Secretary-Treasurer as to for phraseology and legal validity a committee to which a bylaw is referred for preparation shall not submit the bylaw to Council in final form for enactment.
- 21.2 Where a bylaw is presented to Council for enactment the Secretary-Treasurer shall cause the number and the short title of the bylaw to appear in the Agenda in the appropriate place.
- 21.3 Every bylaw shall have three readings unless defeated on a first or second reading.
- 21.4 A bylaw shall be introduced for its first reading by the motion that the bylaw specifying its number and short title be read a first time.
- 21.5 Council shall vote on the motion for the first reading of the bylaw without amendment or debate.
- 21.6 If a member does not elaborate on the subject matter of the bylaw or phrase his question so as to set out his opinion for or against the bylaw, notwithstanding the provisions of Subsection 21.5 he may ask a question or questions concerning the bylaw.

dfs.

- 21.7 A bylaw shall be introduced for its second reading by the motion that it be read a second time, specifying the number of the bylaw.
- 21.8 After a member has made the motion for the second reading of the bylaw Council may:
 - (1) debate the substance of the bylaw and,
 - (2) propose and consider amendments to the bylaw.
- 21.9 A proposed amendment shall be put to a vote and if carried shall be considered as having been read a first time and incorporated in the bylaw.
- 21.10 Where a bylaw is on an important or an involved matter, Council may after the first reading thereof go in camera to debate the bylaw.
- 21.11 After a motion has been made for the second reading of a bylaw or after the Council has gone in camera to debate the second reading of the bylaw a member may require all or any portion of the bylaw to be read at length.
- 21.12 The Secretary-Treasurer shall be responsible for keeping a record of any amendments to the bylaw passed by Council.
- 21.13 When all amendments have been accepted or rejected the motion for second reading of the bylaw as amended shall be put.
- 21.14 A motion for the third reading of a bylaw shall give the number and the short title of the bylaw.
- 21.15 It shall not be necessary to read the bylaw aloud for the third reading.
- 21.16 Unless the members present at a meeting unanimously agree that a bylaw may be presented to Council for a third reading at the same meeting at which it has received two readings the bylaw shall not be given more than two readings at one meeting.
- 21.17 If a Council unanimously agrees that a bylaw may be presented for a third reading at a meeting at which it has received two readings the third reading requires no greater majority of affirmative votes to pass the bylaw than if it had received a third reading at a subsequent meeting.
- 21.18 After Council votes affirmatively for a third reading of a bylaw it:
 - (1) becomes a municipal enactment of the Town, and
 - (2) is effective immediately unless the bylaw provides otherwise.
- 21.19 After passage a bylaw shall be signed by the Mayor or by a member presiding at the meeting which it was passed and by the ~~Secretary-Treasurer~~ and shall be impressed with the corporate seal of the Town.
- 21.20 Where prescribed by provincial statute requiring a bylaw to be submitted to the electorate for voting; Council shall follow the requirements as set out in the relevant statutes.
- 21.21 After it has received its first reading by Council it shall not again be debated in Council before the electorate has voted on it.

CAO

Edp.

21.22 Where a member's enquiry involves a written answer to be given at a future meeting and it appears to the Secretary-Treasurer that the cost to the Town will be incurred by reason of:

- (1) time of Town employees which must be taken from performance of their regular duties or overtime which must be worked,
- (2) the need to hire additional employees, or
- (3) the necessity of obtaining and paying for the information from other than Town employee

is likely to be more than ~~two hundred~~ ^{CAD} dollars and no appropriation has been made for such expenditure in the budget of any department then the ~~Town Co-ordinator~~ shall report the anticipated cost to Council and shall not proceed with the investigation necessary to answer the enquiry unless and until Council:

- (i) directs that the enquiry shall be made, and
- (ii) provides in a supplementary budget or otherwise for the payment of the cost.

21.23 Notwithstanding anything else contained in this section or elsewhere in this bylaw the subject matter of an enquiry is not debatable until the reply thereto has been made or presented to Council.

21.24 Notwithstanding the other provisions of this section a member of Council wishing to obtain information or to make an enquiry may instead of following the procedure set out in Subsection (21.22) reduce the enquiry to writing and forward the same to the ~~Secretary-Treasurer~~ with the request that it be discussed with the Mayor. ^{CAD}

21.25 Upon receipt of the enquiry and the request, the ~~Secretary-Treasurer~~ shall discuss the enquiry with the Mayor who may: ^{CAD}

- (1) refer the enquiry to the appropriate one of the Standing Policy Committees, or
- (2) refer the enquiry to the Council, or
- (3) refer the enquiry directly to the Councillor who made the enquiry.

STANDING POLICY COMMITTEES AND SUB-COMMITTEES THEREOF

22.0 In accordance with the provisions of Section 3.6 hereof, the Council of the Town of Claresholm shall appoint at least one member of the Council, in addition to the Mayor who is ex officio a member, to each of the following Standing Policy Committees:

- Public Relations
- Administrative Services
- Protective Services
- Transportation Services
- Utility Services
- Community Services
- Cultural & Recreational Services

Attached to these portfolios

22.1 Each of the Standing Committees shall study, report on its deliberations, formulate and recommend policy to the Council on matters falling within its respective duties and responsibilities.

22.2 If directed by Council any member attending a meeting on behalf of Council must vote in accordance with Council's direction.

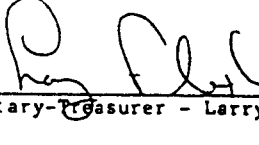
23.0 ENACTMENT

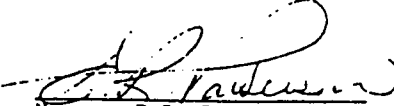
This Bylaw shall come into force and effect on the date of final passage.

Read a first time in Council this 15 day of June 1987 A.D.

Read a second time in Council this 15 day of June 1987 A.D.

Read a third time and passed this 15 day of June 1987 A.D.


Secretary-Treasurer - Larry Flexhaug


Mayor - E.R. Patterson



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW # 1532**

A Bylaw of the Town of Claresholm to amend Bylaw #1525 being a bylaw setting out land uses for the Town of Claresholm.

WHEREAS it is deemed expedient and proper pursuant to the provisions of *Municipal Government Act*, RSA 2000, Chapter M-26, that the Council of the Town of Claresholm shall issue a Bylaw to amend its existing Land Use Bylaw.

NOW THEREFORE under the authority and subject to provisions of *Municipal Government Act*, RSA 2000, Chapter M-26, the Municipal Council of the Town of Claresholm duly assembled does hereby enact;

1. The Town of Claresholm Land Use Bylaw #1525 shall be amended as follows:

LAND USE MAP

That portion of BLOCK 127 which lies to the west of the easterly 1650 feet of the said block 127, to the east of block 130 on plan 404R, to the north of ninth avenue, and to the south of division avenue, both on plan 404R. Excepting that portion bounded as follows: Commencing at the intersection of the southern limit of division avenue with the eastern limit of said block 130 on plan 404R, thence southerly along the eastern boundary of said block 130 a distance of 330 feet, thence easterly, parallel with the southern limit of division avenue on said plan 404R a distance of 660 feet, thence northerly parallel with the eastern boundary of said block 130 on plan 404R to intersection with the southern limit of division avenue thence westerly, along the southern limit of division avenue to the point of commencement. **PLAN 147N, be amended by changing the "R1" (Single Detached Residential) designation to an "I2" (Service Industrial) designation.**

3. This Bylaw shall take effect on the date of final passage.
4. Bylaw #1525 is hereby amended.

Read a first time in Council this **19th** day of **August** 2009 A.D.

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

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

Rob Steel, Mayor

Kris Holbeck, CAO

TOWN OF CLARESHOLM MUNICIPAL PLANNING COMMISSION

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



Land Use Amendment Bylaw Report

Date: August 19th, 2009
Applicant: Monty Anderson
Municipal Address: N/A, Claresholm
Legal Address: Portion of Block 127, Plan 147N

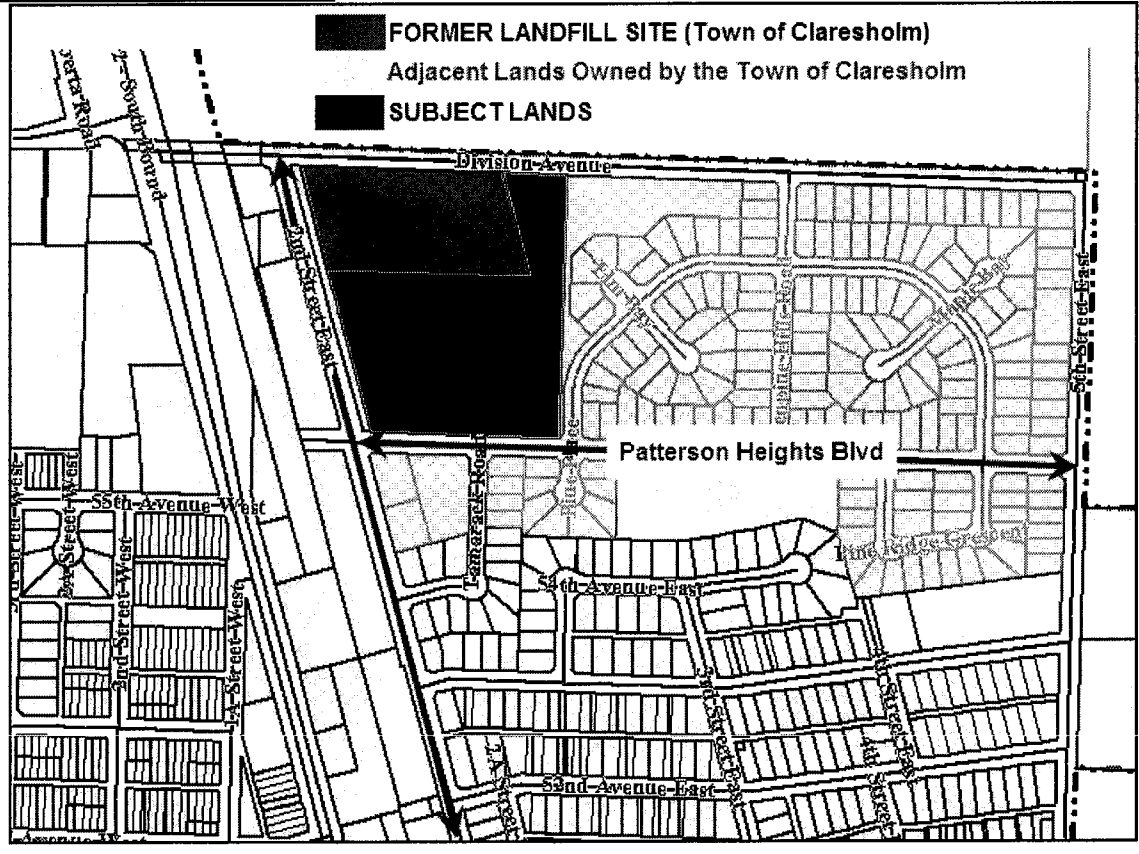
SYNOPSIS

The applicant would like to rezone the subject lands from (R1) – Single Detached Residential to (I2) – Service Industrial designation.

BACKGROUND

The subject lands have an area of 3.85 hectares (9.51 acres). The land is currently vacant. Surrounding zoning is a combination of (R1) – Single Detached Residential, (P) – Public & (I1) - Industrial; however the surrounding area predominantly are vacant.

SUBJECT LANDS MAP



TOWN OF CLARESHOLM MUNICIPAL PLANNING COMMISSION

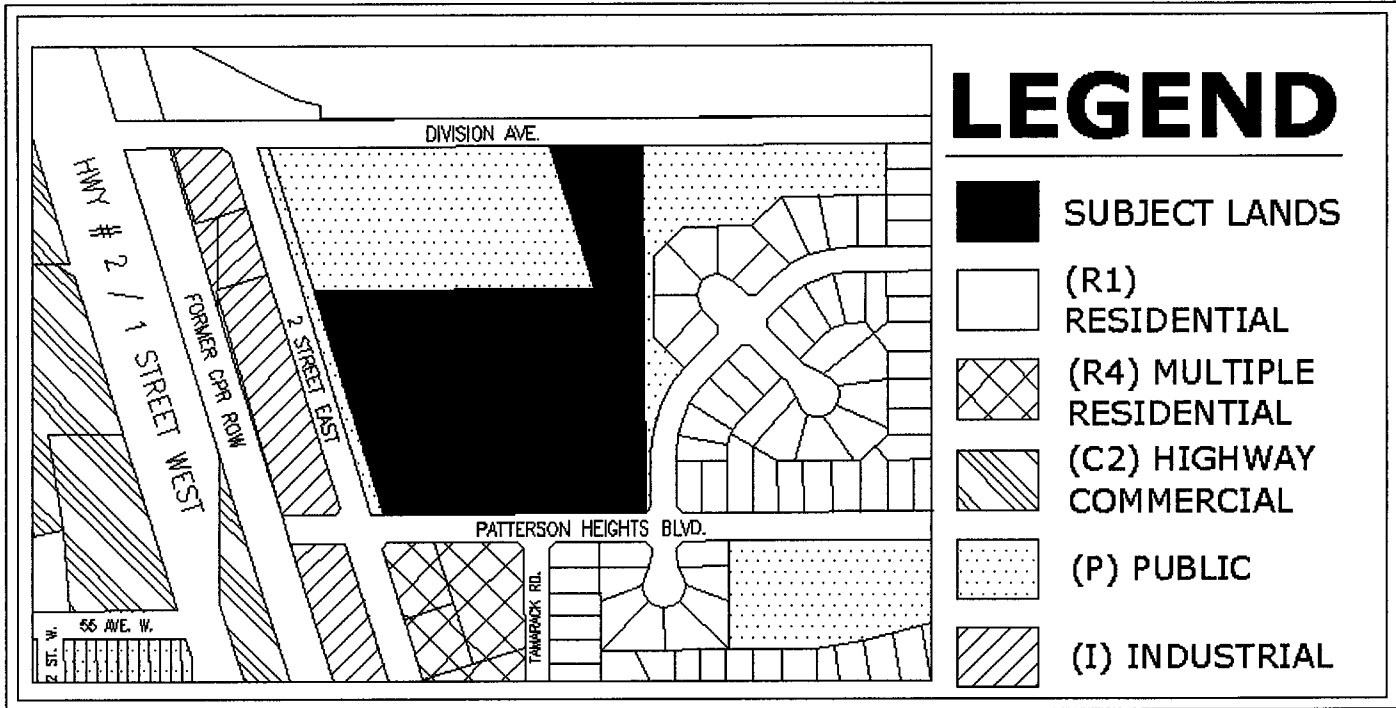
P.O. BOX 1000
221 – 45th AVE W
CLARESHOLM, AB T0L 0T0



MUNICIPAL PLANNING COMMISSION COMMENTS

During the August 14th, 2009 Meeting, the Municipal Planning Commission directed the Development Department to circulate the Oldman River Regional Services Commission and Alberta Environment for comments regarding the land use bylaw amendment application, because the location of the subject lands is adjacent to the former landfill site.

LAND USE MAP



DEVELOPMENT DEPARTMENT COMMENTS

See attached Memorandum from the Oldman River Regional Services Commission.

ALBERTA ENVIRONMENT RESPONSE

See attached excerpt from the Subdivision and Development Regulations

Memorandum

To: Town of Claresholm
From: Gavin Scott
Date: September 3, 2009
Re: Old Landfill and Adjacent Uses

In response to the Development Departments Memo dated August 24, 2009 and the submission for redesignation of portions of Block 127 Plan 147N (Your file # D2009.152), ORRSC submits the following concerns and analysis:

The first concern is that the proposal for Service Industrial designation was not contemplated by the MDP. The MDP future land use map (Figure 3 of the MDP) indicates that institutional and park uses are appropriate for the property. The applicant should address why a change in MDP direction makes sense or is justified. An approved change in course should be followed by an update to the MDP and should be run concurrently with the redesignation.

The second concern is access. Primary access along Patterson Heights Blvd is not ideal given the residential nature of the neighbourhood plan. Alternative primary accesses should be developed and oriented to 2nd St E or and Division Ave. Should the neighborhood residential plan change to something compatible with the applicant proposal primary access off Patterson Heights would not be an issue.

Service industrial – I2 as a land use designation and the land uses contained therein are consistent with Subdivision and Development Regulation, Section 13(3)(b). The only use contrary to the regulation might be a truck stop, but the discretionary designation allows to decision making body to eliminate any food establishment given the regulation noted above. Other designations such as Highway Commercial pose the difficulty of permitted uses that cannot be allowed because of Section 13(3)(b).

An alternative land use designation option for the parcel to alleviate the constraints of Subdivision and Development Regulation, Section 13(3)(b) is to redesignate the land Direct Control. Direct Control would give council and the land owner the ability to create an approval process that works for both sides and avoids the permitted use vs. Section 13(3)(b) issue.

If status of the landfill remains unchanged, the whole neighborhood should be reconsidered not just one parcel. The MDP indicates that the entire 300m buffer area be designated as park/institutional rather than the current Single Detached Residential (R1) designation. Implementing the MDP future land use would help clarify the planning direction for the neighborhood. It remains a concern that the property is moving from a future land use of the lowest intensity to a land use of one of the highest intensities. As noted above this must be addressed by the applicant in his proposal and in Council's consideration of the matter.



OLDMAN RIVER REGIONAL SERVICES COMMISSION

3105 - 16th Avenue North
Lethbridge, Alberta T1H 5E8

Phone: (403) 329-1344
Toll-Free: 1-877-329-1387
Fax: (403) 327-6847
E-mail: orrsc@telus.net
Website: www.orrsc.com

The area contained within the buffer of the landfill and the landfill parcel itself should be consider a redevelopment area. Working toward the removal of the buffer and reclaiming the land would clarify the direction of the MDP, the existing zoning and the expectations of the neighborhood.

If you require clarification or have questions please contact me at your convenience.

Excerpt from the:

ALBERTA REGULATION 43/2002
Municipal Government Act
SUBDIVISION AND DEVELOPMENT REGULATION
(Consolidated up to 144/2009)

DISTANCE FROM LANDFILL, WASTE SITES

13(1) In this section,

- (a) “disposal area” means those areas of a parcel of land
 - (i) that have been used and will not be used again for the placing of waste material, or
 - (ii) where waste processing or a burning activity is conducted in conjunction with a hazardous waste management facility or landfill;
- (b) “working area” means those areas of a parcel of land
 - (i) that are currently being used or that still remain to be used for the placing of waste material, or
 - (ii) where waste processing or a burning activity is conducted in conjunction with a hazardous waste management facility, landfill or storage site.

(2) Subject to subsection (5), a subdivision authority shall not approve an application for subdivision for school, hospital, food establishment or residential use if the application would result in the creation of a building site for any of those uses

- (a) within 450 metres of the working area of an operating landfill,
- (b) within 300 metres of the disposal area of an operating or non-operating landfill,
- (c) within 450 metres of the disposal area of a non-operating hazardous waste management facility, or
- (d) within 300 metres of the working area of an operating storage site.

(3) Subject to subsection (5), a development authority shall not issue a development permit for a school, hospital, food establishment or residence, nor may a school, hospital, food establishment or residence be constructed if the building site

- (a) is within 450 metres of the working area of an operating landfill,
- (b) is within 300 metres of the disposal area of an operating or non-operating landfill,
- (c) is within 450 metres of the disposal area of a non-operating hazardous waste management facility, or
- (d) is within 300 metres of the working area of an operating storage site.

(4) Subject to subsection (5), a subdivision authority shall not approve an application for subdivision, and a development authority shall not issue a permit, for the purposes of developing a landfill, hazardous waste management facility or storage site unless

- (a) the working area of a landfill is situated at least 450 metres,
- (b) the disposal area of a landfill is situated at least 300 metres,
- (c) the working or disposal area of a hazardous waste management facility is situated at least 450 metres, and
- (d) the working area of a storage site is situated at least 300 metres

from the property line of a school, hospital, food establishment or residence or building site proposed for a school, hospital, food establishment or residence.

(5) The requirements contained in subsections (1) to (4) may be varied by a subdivision authority or a development authority with the written consent of the Deputy Minister of Environment.

(6) A consent under subsection (5) may refer to applications for subdivision or development generally or to a specific application.



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1533**

A Bylaw of the Town of Claresholm to establish the positions of designated officers.

WHEREAS Section 145 of the *Municipal Government Act*, RSA 2000, Chapter M-26 permits the Council to establish one or more positions to carry out the powers, duties and functions of a designated officer;

AND WHEREAS Council wishes to exercise its authority pursuant to the Municipal Government Act by establishing designated officer positions;

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

SECTION 1 TITLE

- 1.1 This Bylaw may be cited as the “**DESIGNATED OFFICER BYLAW.**”

SECTION 2 DEFINITIONS

- 2.1 In this Bylaw, unless the context otherwise requires:
- a) “**Act**” is the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, as amended, or any legislation in replacement or substitution thereof.
 - b) “**Bylaw**” is a bylaw of the Town of Claresholm.
 - c) “**Committee**” is any board, committee, or commission or other body to which Council may appoint, but excluding Committee of the Whole.
 - d) “**Committee of the Whole**” is Members of Council present at a meeting of Council sitting in committee.
 - e) “**Council**” is the municipal Council of the Town of Claresholm.

SECTION 3 AUTHORIZING OF MUNICIPAL DOCUMENTS

- 3.1 All agreements and cheques and other negotiable instruments shall be signed by a member of Council and by one of the following: Chief Administrative Officer or Secretary-Treasurer.

SECTION 4 DESIGNATION

- 4.1 The following positions are designated officers of the Town:
- a) Chief Administrative Officer;
 - b) Secretary-Treasurer;
 - c) Bylaw Enforcement Officer;
 - d) Development Officer;
 - e) Superintendent / Utilities Operator;
 - f) Municipal Assessor

SECTION 5 CHIEF ADMINISTRATIVE OFFICER (CAO)

- 5.1 The Chief Administrative Officer (CAO) is the designated officer for purposes of the following sections of the Act:
- Section 213(1)(b) – Signing minutes of Council meetings.
 - Section 213(2)(b) – Signing minutes of Council committee meetings.
 - Section 213(3)(b) – Signing bylaws.
 - Section 213(4)(b) – Signing agreements, cheques and other negotiable instruments.
 - Section 270 – Opening and closing all the accounts of the Town that hold money.
 - Section 309(1)(d) – Contents of assessment notices.
 - Section 334(1)(e) – Contents of tax notices.
 - Section 336(1) – Certifying date of sending tax notices.
 - Section 343(2) – Application of tax payments.
 - Section 350 – Issuing tax notices.

- Section 420(2) – Obtaining possession of lands.
- Section 439(2) – Preparing and issuing distress warrants and seizing goods.
- Section 455(1) – Clerk of Assessment Review Board
- Section 461(1) & (2) – Address to which complaint is sent.
- Section 462(1) – Notice of Assessment Review Board hearings.
- Section 469(1) – Notice of decision of Assessment Review Board.
- Section 483 – Decision admissible on appeal.
- Section 612 – Certifying copies of bylaws and records.

SECTION 6 SECRETARY-TREASURER

- 6.1 The Secretary-Treasurer is the designated officer for the purposes of the following sections of the Act:
- Section 69 – Consolidating bylaws.
 - Section 213(1)(b) – Signing minutes of Council meetings.
 - Section 213(2)(b) – Signing minutes of Council committee meetings.
 - Section 213(4)(b) – Signing agreements, cheques and other negotiable instruments.
 - Section 270 – Opening and closing all the accounts of the Town that hold money.
 - Section 606(7) – Requirements for proof of advertising.

SECTION 7 BYLAW ENFORCEMENT OFFICER

- 7.1 The Bylaw Enforcement Officer is the designated officer for the purposes of the following sections of the Act:
- Section 542 – Municipal Inspections and Enforcement

SECTION 8 DEVELOPMENT OFFICER

- 8.1 The Development Officer is the designated officer for purposes of the following sections of the Act:
- Section 542 – Municipal Inspections and Enforcement
 - Section 624(2) – Development Authority

SECTION 9 SUPERINTENDENT / UTILITIES OPERATOR

- 9.1 These positions are the designated officers for purposes of the following sections of the Act:
- Section 544(1) – Inspecting Meters

SECTION 10 MUNICIPAL ASSESSOR

- 10.1 The Municipal Assessor is the designated officer for purposes of carrying out the duties and responsibilities of an “assessor” under the Act, and any other relevant statute, regulations or bylaw.
- 10.2 The Municipal Assessor is the designated officer for purposes of the following sections of the Act:
- Section 482(1) & (2) – Admissible evidence at hearings – assessment rolls and assessment notices.
 - Section 525 – Certifying copies of assessment roles and assessment notices.

SECTION 11 PASSAGE OF BYLAW

- 11.1 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

Memo

To: Council
From: Administration
Date: September 25, 2009
Re: Westover Area Conversion to an Adult Living Community

OVERVIEW

The attached letter and enclosures from the Town's Development Department to Mariam Slade is for Council's information. The development department does not believe the Town has the power or authority to initiate such a project.

Administration also spoke to Gary Wykham, Manager of Development and Planning, with the City of Lethbridge who stated they have nothing like this in their city and he has never heard of it in any other municipality. He said it is not a case of rezoning and it is not something the municipality can do. He believes it could be against the Charter of Rights and Freedoms (age discrimination) and he has only ever seen an age restriction clause written into condo agreements (private parties). He recommended that if the Town is actually going to consider this proposal that we seek legal advice.

Administration would also like to bring to Council's attention that some of the property owners were not in favor of the petition circulated by Mrs. Slade and if there is not a unanimous consensus for this type of project to move forward, there could be no restrictive covenants attached to titles.

Property owners purchased these properties based on no age restrictions to be able to buy in this area and as such this regulation on the land title **could** reduce the marketability of the properties. This land was never zoned "adult only" and there are no restrictive covenants attached to the properties.

One resident of the area who signed the petition was in to speak to me and stated they are no longer in favor of the rezoning because they did not have full and accurate information regarding the issue at the time. I have also spoken to the Taylors at 40 Westover Crescent and they are not in favor of the initiative and feel it is illegal.

Administration agrees with the development department and believes the Town has no authority to proceed any further with the initiative brought forward by Mrs. Slade.

Kris Holbeck, CA CAO Town of Claresholm

COPY

August 17th, 2009

MARIAM SLADE
BOX 3116
CLARESHOLM, AB T0L 0T0

RE: CONVERSION OF THE WESTOVER AREA TO AN ADULT LIVING COMMUNITY

As per our most recent meeting the Development Department has looked into the original subdivision approval of the Westover Crescent Area and found no traces of this neighbourhood having been intended for an Adult Living Community. Converting an existing neighbourhood to this type of community isn't normal practice when establishing an adult living community. Typically, the developer would register a restrictive covenant on the titles of all properties involved during the subdivision process, however as it exists currently all titles are held by individual owners. It wouldn't be possible to force an individual property owner to register a restrictive covenant on their title and unclear whether Alberta Land Titles would even accept such a proposal. Please find attached the restrictive covenant section from the *Alberta Land Titles Procedures Manual*; land titles can also be reached using the government toll free phone number 310-000.

After researching the concept, in my opinion it wouldn't be in the best interest of the Town of Claresholm to legislate land zoning based on demographics and wouldn't recommend this course of action to Council.

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

Regards,

Jeff Gibeau
Planner / Development Officer
Town of Claresholm

JG/jg

Subject: **RESTRICTIVE COVENANTS**

BACKGROUND

The development of the restrictive covenant as an interest in land dates back to the mid-nineteenth century (1) when it was used, as it still is, to control the use and development of land. In this sense, a restrictive covenant is similar to a land use by-law except that it results from an agreement between the owners of two or more parcels of land or from a building scheme established by the owner of several parcels of land. The common law developed certain requirements that had to be satisfied in order for a restrictive covenant to be enforced by and against subsequent owners of the parcels of land affected. A summary of these requirements is as follows:

1. There must be a servient tenement, which is subject to the restriction, and a dominant tenement, which benefits from the restriction. This must be ascertainable from the instrument. (2) This is similar to the requirement for easements.
2. The covenant must be restrictive, or negative, in nature so that the court can remedy a breach by granting an injunction restraining an act, which would be in violation of the covenant.
3. The covenant must "touch or concern the land" which means that it must be a restriction that benefits or enhances the value of the dominant tenement.
4. The covenant must be annexed to the land, which can be accomplished through express words or by implication from the provisions of the agreement.

If the common law requirements are not met, the agreement is merely a personal contract that is enforceable by the original parties to the agreement or their assigns.

The Land Titles Act has only altered the common law requirements to the extent of requiring registration in order for the covenant to be binding on persons who subsequently acquire interests in the servient tenement. (3) Since section 48(5) of the Act expressly recognizes that the registration of an instrument purporting to be a restrictive covenant does not in itself create a restrictive covenant and since the determination of compliance with the common law requirements can be a complex issue, it is the policy of the Land Titles Offices to examine such instruments only for the requirements set forth in the Registration Procedure.

REGISTRATION PROCEDURE

1. The agreement must be between the owner(s) of two parcels of land, which are described in the restrictive covenant. An owner may be the owner of a leasehold interest in a parcel of land. (4) There must be a dominant tenement (i.e., a parcel

benefiting from the restriction) and a servient tenement (i.e., a parcel subject to the restriction). The same person may own both the dominant and servient tenements. (5) The parcels do not have to be contiguous.(6)

Often a restrictive covenant agreement is in the nature of a building scheme and is registered against several or all parcels in a development project. In this situation, each parcel is both a servient and a dominant tenement as it is subject to the restrictions and benefits from the restrictions placed against the other parcels.

2. There must be a certificate of title issued for all parcels that benefit from or are subject to the restriction of the restrictive covenant. (7) If the servient tenement is a leasehold estate, a certificate of title must be issued for the leasehold estate. If the dominant tenement is a leasehold estate, a certificate of title must be issued for either the fee simple estate or the leasehold estate. If title has not been issued for all of the parcels, the restrictive covenant may be registered by way of caveat. (8)

3. The agreement must contain at least one negative covenant that imposes a restriction rather than an obligation. It may be expressed positively but still be in effect negative. For example, a covenant that property is only to be used for single-family residential purposes is in effect a covenant that the property is not to be used for any other purpose.

4. Only the signature of the owner of the servient tenement is essential for registration purposes. Attestation requirements must be complied with. (9)

5. Dower requirements must be complied with. (10)

6. The restrictive covenant is endorsed against each of the certificates of title whether the parcel is the dominant or servient tenement, as follows:

"RESTRICTIVE COVENANT".

6.1 If one of the tenements is a leasehold estate, the particulars should include the following:

"BENEFITING THE LEASEHOLD ESTATE"

or

"BURDENING THE LEASEHOLD ESTATE".

7. Registration by way of Caveat - A restrictive covenant may be registered by way of caveat, in which case the registration requirements respecting caveats must be complied with. (11) Only the caveat claim is endorsed "RESC", the caveator and address for service are not to be included in the endorsement. Also, a caveat amending a restrictive covenant should be endorsed in the same manner with the particulars (PF16) of "AMENDING AGREEMENT" included. These caveats cannot be discharged or lapsed in the normal fashion.

A caveat regarding a restrictive covenant pursuant to the Municipal Government Act may be registered (see CAV-5 page 2 of 4). Full caveat particulars such as caveator's name and address for service are to be shown on title in this situation.

8. Restrictive Covenant Amending Agreement - An agreement amending the terms of a restrictive covenant which is executed by all owners of both dominant and servient tenements can be registered. The usual requirements for registration of the restrictive covenant must be complied with (e.g., attestation, dower). The amending agreement must refer to the registration number of the restrictive covenant and be endorsed against all lands subject to the original restrictive covenant. Legal descriptions are not required as ALTA will amend all titles affected by the restrictive covenant. (12)

9. Discharge of Restrictive Covenant

a) A restrictive covenant may be discharged or amended by the registration of a certified copy of a court order. (13) The requirements of section 191 must be complied with on an order discharging a restrictive covenant.

b) A restrictive covenant may be discharged by the registration of a discharge in the prescribed form (FORM 10.1) executed by the registered owner of the dominant tenement. (14) The original instrument must be checked to verify the dominant tenement(s). Attestation requirements must be complied with. (15)

10. Expiry of Restrictive Covenant - An owner of land affected by a restrictive covenant may request that the Registrar cancel the registration of the instrument where the interest created by the restrictive covenant has expired. The Registrar must be satisfied that the interest has expired through an express provision in the instrument. (16)

The written request signed by a person having a registered interest in the land is registered as a discharge. Attestation requirements do not apply.

11. Withdrawal of a Caveat re Restrictive Covenant - Where the dominant lands can be identified the caveat may be withdrawn:

a) by the registered owner of the dominant tenement, or

b) if the registered owner of the dominant tenement is the caveator and the caveat was signed by an attorney or agent, by the registered owner or the attorney or agent. (17)

Where the dominant lands cannot be determined from the caveat or an attachment to the caveat, the caveat may only be discharged by a court order. A restrictive covenant caveat cannot be lapsed. (18)

Caveats re restrictive covenants pursuant to the Municipal Government Act can only be discharged by the municipality or by an order of a court, and cannot be lapsed (see CAV-5 page 2 of 4).

12. **Covenants and Conditions** - Previously many building scheme restrictive covenants were created by a series of transfers. These were usually endorsed against the certificates of title as "covenants and conditions", or they may have been endorsed against titles as a Restrictive Covenant. These covenants and conditions must be discharged by all those who benefit from the building scheme (i.e., all current owners of the dominant tenements). If the dominant tenement is NOT identifiable; we require a court order, which complies with section 191. A discharge of the covenants and conditions signed by the original transferor is not appropriate. (19)

13. **Fees** - Tariff item 11(6) is charged for the registration of the restrictive covenant and Tariff item 11(5) is charged for the registration of a discharge or expiry. Tariff item 13 is charged for each cancellation or endorsement after the first.

STATUTE AND CASE REFERENCES

Statute references are to the Land Titles Act, R.S.A. 2000, c. L-4, unless otherwise indicated.

1. V. DiCastrì, *Thom's Canadian Torrens System, 2nd ed.*, p. 373 ff.
2. *Galbraith v. Madawaska Club Ltd.* (1961) SCR 639 (S.C.C.)
3. *Canadian Construction Company v. Beaver (Alberta) Lumber Ltd.*, [1955], S.C.R. 682; *Oluk v. Marahrens and Marahrens* [1976] 4 W.W.R. 94 (Alta. App. Div.)
4. R.E. Megarry and H.W.R. Wade, *The Law of Real Property, 3rd ed.*, p. 758
5. s. 68
6. In *International Coal and Coke Co. v. Evans* (1909), 11 W.L.R. 463 (Alta.) Beck, J. commented at p. 464 that the proposition that the land must be adjoining was too restrictive.
7. s. 48(3)
8. s. 48(1)
9. see procedures on Attestation AFF-1, AFF-2 and COR-1
10. see procedure on Dower DOW-1
11. see procedure on Caveats CAV-1
12. s. 129
13. s. 48(4)
14. s. 73
15. see procedures on Attestation AFF-1, AFF-2 and COR-1
16. s. 73(2)
17. s. 137(2)
18. s. 139
19. see: *Seifeddine v. Governor and Company of Adventurers of England Trading into Hudson's Bay et al.* (1980), 11 Alta. L.R. (2d) 229 (C.A.) at pp. 237-239 for a discussion of building schemes.

Memo

To: Council
From: Administration
Date: September 25, 2009
Re: Delegation Response – Drainage Westover Crescent Alley

OVERVIEW

Residents to the south of the alley attended Council's September 14, 2009 meeting requesting action be taken on the drainage issues in the area that affect their properties in times of heavy rainfall.

HISTORY

The entire property (Sundance area and Cottonwood Village) was one property and engineers did drainage plans for the first phase of the property in the late 1990s based on the design of the area as residential properties (Sundance) see attached map.

The development agreement for this original property was never registered on title, so when this property was purchased in a judicial sale and then part of the property was sold to Investicare (Cottonwood Village) no development agreement was shown on land titles as a restrictive covenant for the new owners.

The new owners of Cottonwood and the existing owners of the Sundance subdivision do not have development agreements with the Town of Claresholm. Cottonwood's development was required to submit storm drainage plans which were reviewed by Cicon Engineering on behalf of the Town from a technical perspective (2008). Cicon found no major issues with the site drainage plans.

The current Cottonwood Village site is supposed to drain to the south west corner of the property via swales and grading around the building to the storm drainage system on 8th Street. Cottonwood did construct a retaining wall on the north side of the alley to force storm water to flow along the wall west towards the catch basin and into the storm drainage pipe which directs storm flows under 8th Street West to the storm drainage corridor on the west side of 8th Street and out to meet up with the Frog Creek Drainage corridor. They also bored the storm water drainage pipe under 8th Street.

Administration has received a letter from Cicon Engineering regarding Cottonwood's adherence to the storm drainage plans the Town approved and an engineering opinion on the storm drainage general to the area and specific to their property. See attached.

When storm flows are heavy the water flows through the retaining wall and into the alley where it moves east for a time and then flows over top the alley and comes back towards the west on the south side of the alley and flows into residents back yards. The redirection of the storm water is due to the alley not being graded and paved per the engineers' original plans and the issue of not following the elevations for the properties from the engineering plans.

The original Sundance subdivision plans show that all lanes are paved and that the storm water flow is directed east along the alley and then north towards Sundance Avenue and east towards Willow Road. As this area has not been fully developed and the lanes have not been paved to ensure the storm water plan is implemented. (see attached map)

As the Town has never taken over the Sundance subdivision from the developer/owner and has not closed the development permit with the development at Cottonwood Village, the Town's stance on these issues were that the property owners were the cause of the drainage issue that flowed over the alley and caused flooding concerns with the residents who have properties that back onto the alley.

Town Administration has been attempting to set up a meeting with the Town and the two property owners regarding this issue. To date we have not had success in getting this meeting arranged. The Town has graded this alley but this does not offer a permanent solution as the traffic packs down the gravel and continues to cause ruts and areas for water to cross and pool.

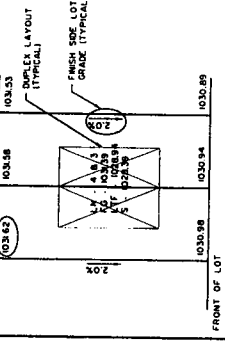
RECOMMENDATION – That Council table their response until the next meeting so Administration can meet with Sundance and Pillar landowners and Cicon Engineering and attempt to come to a solution. Administration will then report back to Council on the results of the meeting and Council can determine the next steps.

Kris Holbeck, CA CAO Town of Claresholm

LEGEND

- 1. LOT NUMBER
- 2. FINISH LANDSCAPE GRADE
- 3. FINISH SIDE OF FOOTING
- 4. FINISH SIDE OF PROPERTY LINE
- 5. FINISH SIDE OF PROPERTY LINE

TYPICAL LOT GRADING INFORMATION



NOTES

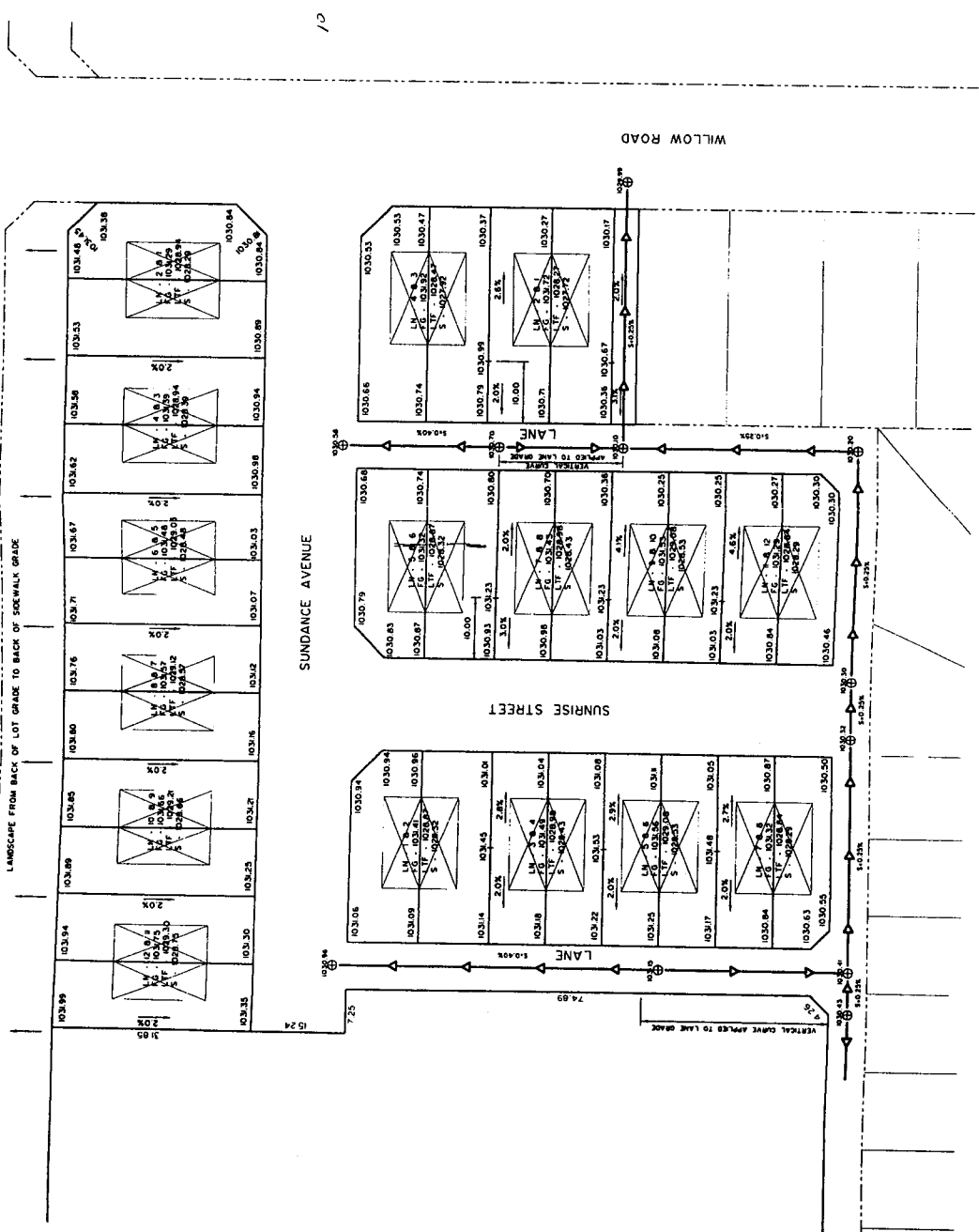
- 1. ALL DUPLEX LOTS TO BE SERVED AT COMMON PROPERTY LINE
- 2. ALL SERVICES TO BE TAKEN TO PROPERTY LINE
- 3. ALL SANITARY SERVICES TO BE 100' UNLESS OTHERWISE NOTED
- 4. MINIMUM SLOPE FOR ALL SANITARY SEWER SERVICES IS 2%
- 5. SEE SEPARATE SERVICED LOT DETAIL

ISSUE	DATE	REVISION
1	08-07-20	FOR APPROVAL
2	08-12-21	FOR TENDER

mpe ENGINEERING LTD.
 Lethbridge, Alberta
 778863 ALBERTA LTD.

SUNDANCE VILLAS - PHASE I
 FINAL LOT AND LANE GRADING PLAN

DESIGNED	CHECKED	D.L.M.
DRAWN	D.P.M.	JOB
SCALE	1:50	SHEET
DATE	01.11.1998	DRAWING
		1980-00-00
		3



1/0



File: 506110B

September 24, 2009

Town of Claresholm
221 – 45th Avenue West
Box 1000
Claresholm, AB
T0L 0T0

Attn: Kris Holbeck, CAO


Dear Madame:

**RE: 8th Street West Drainage – Building on SE corner of 43 Ave and 8 Street West Intersection,
(Cottonwood Village)**

Originally, the Owner of Cottonwood Village met with Mike and me and we had recommended that the building be built to allow for surface drainage to 43 Avenue and to 8th Street West and that no drainage was to go to the east nor the south. When building grade plan was submitted, the footings had already been poured and grades at building were lower than what had been verbally recommended. To solve the problem, the west ditch of 8th Street West was lowered and a culvert was bored beneath 8th Street West to take the storm water to the west ditch of 8th Street West. It appears that the grade at the east end of this culvert is preventing storm water from reaching the culvert. This solution (culvert and lowering west ditch) was viewed as an interim measure until the 8th Street West storm sewer trunk together with detention ponds was constructed.

From visual inspection of September 23, 2009 it appears that the constructed grades around the aforementioned building do not follow drainage plan submitted to the Town of Claresholm when the building was being constructed. This is causing a drainage problem on the lane at the building's south boundary. A solution to the drainage problem appears to be possible, but will require some detailed elevation survey to confirm.

Yours truly,



I.D. Chrapko, P.Eng.
CICON ENGINEERING

c.c. Mike Schuweiler, Town Superintendent

Box 1360 436 – 24 St. Fort Macleod Alberta T0L 0Z0, Phone (403) 553-3666 Fax (403) 553-3655
Box 2697 Pincher Creek Alberta T0K 1W0, Phone (403) 627-7843

September 10, 2009

Ms. Kris Holbeck
Chief Administrative Officer
TOWN OF CLARESHOLM
Box 1000
Claresholm, AB T0L 0T0

Dear Ms. Holbeck:

Reference: AUMA 2009 Annual Convention and Trade Show

Alberta Environment staff is once again pleased to be part of the Alberta Urban Municipalities Association (AUMA) Convention and Trade Show being held at the Telus Convention Centre, in Calgary on November 3-6, 2009.

On behalf of Southern staff, I invite you and your delegates to meet with us at the Hyatt Regency, Walker/Bannerman rooms*, anytime between 8:30 am and 4:30 pm on November 4-5, 2009, to discuss any issues related to environmental legislation, programs, standards and guidelines or projects. You may phone Barb Sinclair, from the Calgary office, at (403) 297-4878** to schedule a meeting. Please have your top three issue topics available for Barb to record at the time of scheduling your meeting.

We look forward to working with you as part of another successful AUMA convention.

Sincerely,



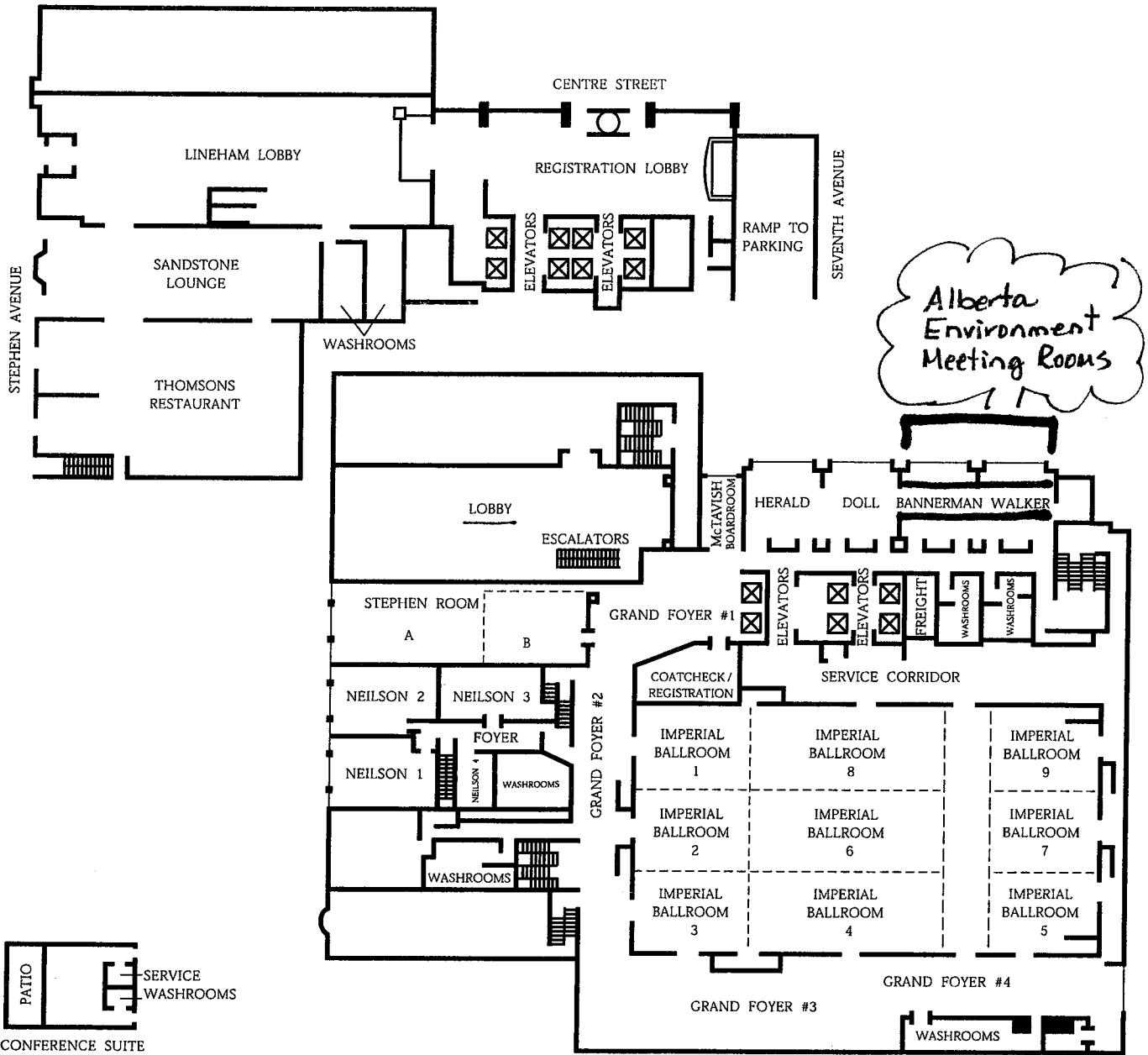
Jay Litke
Director
Southern Region

Enclosure

* The Hyatt Regency is connected to the Telus Convention Centre via Plus 15 pedestrian walkway. Map included for directions to the Hyatt Regency Walker/ Bannerman meeting room

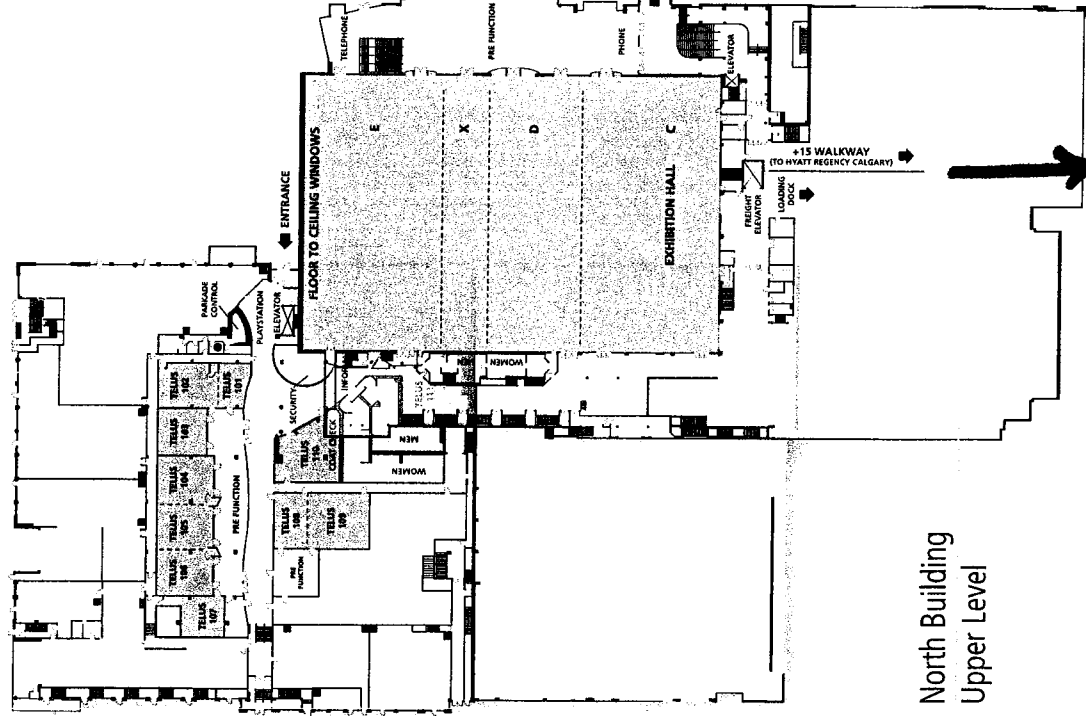
** To reach any Government of Alberta office toll free dial 310-0000 and then enter area code and phone number

HYATT REGENCY floor plan

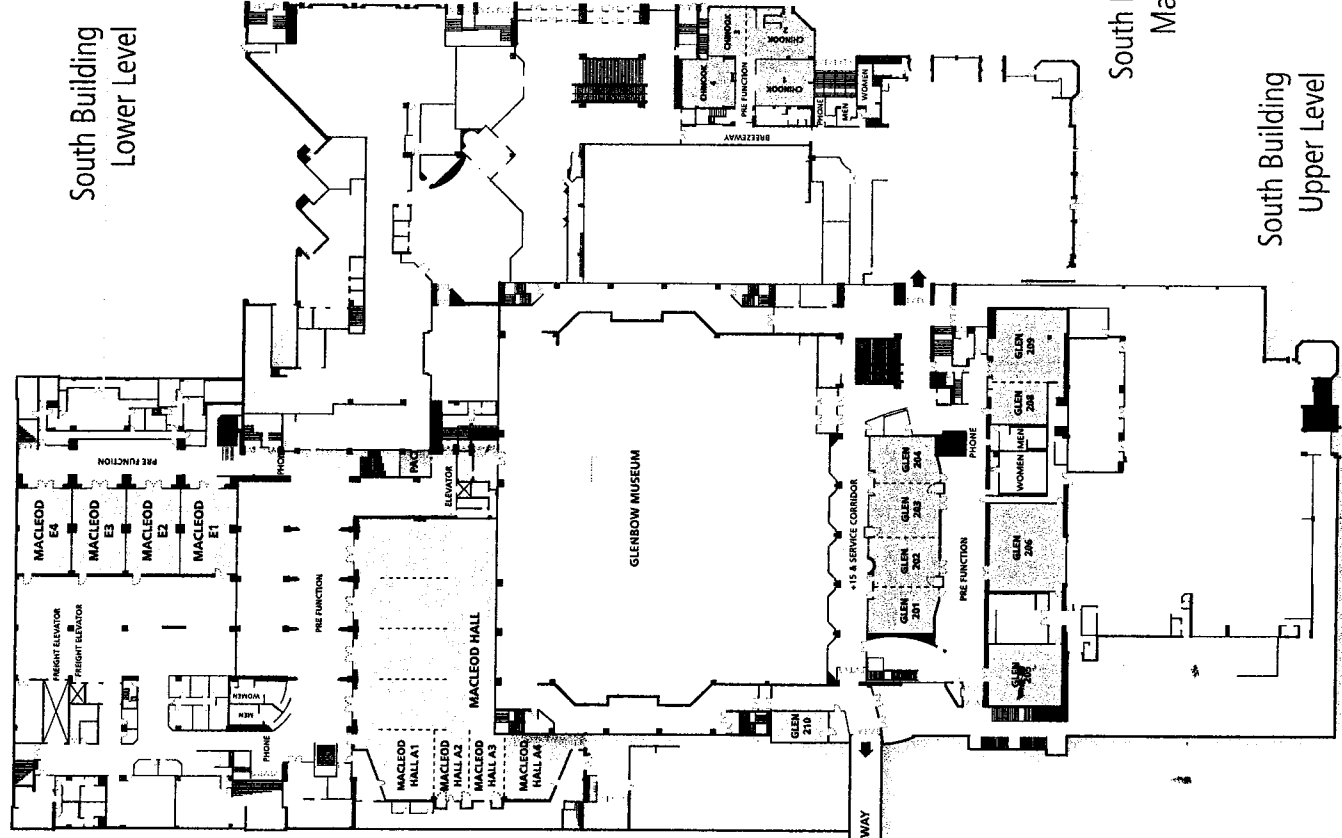




North Building
Main Level



North Building
Upper Level



South Building
Lower Level

South Building
Main Level

South Building
Upper Level

Claresholm & District
Health Foundation

15 September 2009

Town of Claresholm
Box 1000
Claresholm, AB
T0L 0T0

Dear Claresholm Town Council,

The Claresholm & District Health Foundation is planning to host our Annual Concert Series Event on Saturday, October 24, 2009 at the Claresholm Community Centre. This event, in its third very successful year will feature Canadian country singer Michelle Wright and opening act Trevor Panczak. As part of this very well attended evening, we also include a wine and cheese reception, a four course dinner and of course our fantastic Canadian entertainment.

Funds raised from this event go directly to enhance the health care provided to members of the community and surrounding areas. This year, more than any seen in recent times, requires the necessity for fundraising in the health care sector.

This event receives excellent exposure and the nature of the talent creates a great deal of excitement and enthusiasm from communities in Southern Alberta. Our sponsors enjoy maximum exposure both at the event as well as through local media, and most of our sponsorship packages include event tickets. Association with this event will provide you with advertising opportunities and tickets make excellent client or staff appreciation gifts.

Your previous support of the Health Foundation have made a significant contribution to our community, therefore I would like you to please consider sponsorship of our fall event at a level that would best suite your organization. I have included sponsorship information for your review.

I thank you in advance for your consideration of this matter, and look forward to discussing it further. In the meantime if you have any questions please call.

Sincerely,


Linda Herbert
Foundation Coordinator
(403) 682-3739
Lindam.herbert@albertahealthservices.ca

Claresholm & District Health Foundation
P.O. Box 2638
Claresholm, AB T0L 0T0

Claresholm & District Health Foundation

It's time again for the most talked about Gala
Entertainment Event to hit Claresholm . . .
And you can be part of it.

the **Wright**
Songs
An intimate evening with
Michelle Wright



3rd ANNUAL CONCERT SERIES

Claresholm Community Centre
SATURDAY, OCTOBER 24, 2009

Tickets: \$75.00

Ticket Price Includes:

Wine & Cheese Reception

Dinner

Opening Act – Trevor Panczak

And

Michelle Wright

Call Linda @ 682-3739 TODAY to Reserve your tickets!
This event will sell out early.



Claresholm & District Health Foundation

3rd ANNUAL CONCERT SERIES SPONSORSHIP OPPORTUNITIES

Double Platinum Sponsor \$3000.

16 Tickets + **VIP Plus Treatment**
Verbal Recognition at the event
Signage with Logo at the Event
Logo Recognition in the Claresholm Local Press

VIP Plus Treatment
Reserved Priority Seating
Beverage Service

Platinum Sponsor \$2000.

8 Tickets + **VIP Treatment**
Verbal Recognition at the event
Signage with Logo at the Event
Logo Recognition in the Claresholm Local Press

VIP Treatment
Reserved Seating
Beverage Service

Gold Sponsor \$1000.

4 Tickets
Signage with Logo at the Event
Recognition in the Claresholm Local Press

Silver Sponsor \$500.

2 Tickets
Signage Recognition at the Event
Recognition in the Claresholm Local Press

Bronze Sponsor \$300.

Signage Recognition at the Event
Recognition in the Claresholm Local Press



**Claresholm & District
Health Foundation**

**3rd ANNUAL CONCERT SERIES
SATURDAY, OCTOBER 24, 2009**

Sponsors make all the difference and I hope you find an option that fits your budget.

Sponsorship Form

Company Name: _____

Contact: _____

Street/Box Address: _____

City: _____ **Postal Code:** _____

Phone: _____ **Email:** _____

CALL TO MAKE CREDIT CARD PAYMENT ARRANGEMENTS OR MAIL A CHECK PAYABLE TO THE CLARESHOLM & DISTRICT HEALTH FOUNDATION: Box 2638, Claresholm, AB, T0L 0T0. Call if you have any questions 625-8686/625-1661.

Sponsorship Information (please check):

- Double Platinum Sponsorship \$3000.**
- Platinum Sponsorship \$2000.**
- Gold Sponsorship \$1000.**
- Silver Sponsorship \$500.**
- Bronze Sponsorship \$300.**

Please call Linda @ 682-3739 with any questions.

PLEASE FORWARD YOUR COMPANY LOGO TO:
lindam.herbert@albertahealthservices.ca



September 23, 2009

Claresholm Community Centre
59th Ave and 8th St. West
Claresholm, Alberta
Attn: Mr. Daryl Glimsdale, Chair

Dear Board of Directors,

We are very appreciative of the use of the Claresholm Community Centre for our annual seasonal influenza campaign. This facility enables us to offer a wonderful community service and provides excellent access for the citizens of Claresholm.

This year, as you know, Alberta Health Services will be challenged to provide Pandemic (H1N1) vaccine to the entire population. In this regard, we are requesting the donation of space at the Claresholm Community Centre on Tuesdays from November 17th, 2009 to January 19th, 2010 from 11:15 am – 7:30 pm each day. Our planning may change as the disease progresses and vaccine becomes available so we appreciate your flexibility..

I have spoken with Kris Holbeck, Town of Claresholm Chief Administrative Officer, who confirmed that the Town will be responsible for clearing snow at this site as needed.

We are endeavoring to work with local partners to deliver this service quickly and efficiently during this pandemic. We appreciate your consideration of this request and look forward to your timely response.

Sincerely,

Shelley Herr
Supervisor, Public Health
Alberta Health Services
(403) 995-2618

Cc: Kris Holbeck
Nancy Kay Miller, Public Health Nurse
Beth Borthwick, Public Health Nurse

September 18, 2009

Town of Claresholm
Box 1000
Claresholm, AB T0L 0T0

Mayor Rob Steel & Council:

Re: Invoice Employee Wage – Chamber Hanging Pot Program

Our organization received an invoice in the amount of \$1080.00, the employee wage for watering of the flowers in the hanging containers. At a recent meeting, the members decided to ask for your consideration to reduce the amount of the invoice and refund the Chamber \$216.00. Our calculations are as follows:

72 days occurred ~ 1 hour per day @ \$12 per hr = \$864.00

Please respond to Russell Sawatzky 403-625-4205

Thank you for your consideration.

Russell Sawatzky

Note to Council - Hanging
Baskets Watering took 2
Staff (one to drive the truck +
one to water) in order to
get them finished within the
time quoted to the Chamber.

Del 9/23/09



Claresholm & District Chamber of Commerce
Box 1092, Claresholm, AB T0L 0T0

March 23, 2009

Town of Claresholm
P.O. Box 1000
Claresholm, AB T0L 0T0

Dear Mayor & Council

The Claresholm & District Chamber of Commerce will once again be promoting a downtown hanging flower basket program.

While this is a very worthwhile project, we seem to have great difficulty in recruiting someone to look after the watering of the baskets on a daily basis.

The Chamber therefore is wondering if we could call upon the town to look after watering the flowerpots during the week and we would try to find someone to water them on the weekends. It is our understanding that you are awaiting word on a STEP program application. Would you consider this task to be part of the work required of your STEP person?

The Chamber would be happy to assist with cost of this position based on 1 to 1.5 hours per day.

We thank you for your consideration of this matter.

Sincerely



Roxanne Thompson
Committee Member



April 15, 2009

Claresholm & District Chamber of Commerce
Box 1092
Claresholm, AB T0L 0T0

RE: DOWNTOWN HANGING FLOWER BASKET PROGRAM

At the last regular meeting of Claresholm Town Council held Tuesday, April 14, 2009, Council discussed your request regarding providing staff to water the hanging flower baskets downtown. Council agreed that this program is very worthwhile within the Town of Claresholm, and advised administration to coordinate the care of the baskets with the Chamber of Commerce.

At this time, the Town is willing to provide an employee of the Town of Claresholm to water the baskets on regular work days, Monday to Friday, throughout the summer with the Chamber ensuring they are watered on weekends and holidays. In return, the Town anticipates reimbursement from the Chamber of Commerce for up to 1.5 hours per day, up to five days per week, in the amount of \$12 per hour. The Chamber will be invoiced for these hours once the season has commenced.

If you have any questions or concerns regarding this matter, please contact our office at your convenience. The Town thanks you for continuing this beautification project.

Yours truly,

Kris Holbeck, CA
Chief Administrative Officer
Town of Claresholm

KHH/kw

cc: Mike Schuweiler, Town Superintendent
Lisa Chilton, Payroll Administrator

June 11 to September 4

60 days

60 days x 1.5 hours = 90

90 x \$ 12 / hour = \$ 1080.00

TOWN OF CLARESHOLM
BOX 1000
221 - 45 AVE WEST
CLARESHOLM, AB T0L 0T0
(403) 625-3381



Invoice #	2009177
GST #	R10812 5667
Date	2009-Sep-09
P.O. #	
Location	
Account #	40365

CLARESHOLM & DISTRICT CHAMBER OF COMMERCE
 BOX 1092
 CLARESHOLM, ALBERTA T0L 0T0

Service Provided: Wages for watering hanging flower pots					
Date of Service:					
Code	Description	Quantity	Price	Extended	GST
PARKS WAGES	WAGES	1	1,080.0000	1,080.00	<input type="checkbox"/>
Cost to water flowers from June 11, 2009 to September 4, 2009 90 hours @ \$12.00/hour = \$1080.00				Total GST	0.00
				Invoice Total	1,080.00

Accounts Due When Rendered A rate of 18.00 % per annum (1.50 % per month)
AR InvoiceTerms interest will be charged on overdue accounts.

MEMORANDUM OF AGREEMENT dated this 29 day of September, 2009.

BETWEEN:

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

- and -

SADDLE RANCH DEVELOPMENTS LTD.
a body corporate duly authorized to carry on business in the Province of Alberta,
(hereinafter referred to as "the Developer")

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

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

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

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

1. DEFINITIONS

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

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

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

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

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

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

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

2. SUBDIVISION

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

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

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

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

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

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

3. PLANS

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

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

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

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

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

4. CONSTRUCTION AND INSTALLATION OF MUNICIPAL IMPROVEMENTS

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

- (a) All sanitary sewer systems including holding tanks, service lines, lift stations, mains and appurtenances;
- (b) All drainage systems, including storm sewers, storm sewer connections, lift stations, provisions for weeping tile flow where a high water table or other subsurface conditions cause continuous flow in the weeping tile, and associated works, as required by the Town;
- (c) All water wells, pumps and lines, including all fittings and valves all as and where required by the Town;
- (d) All traffic signs, street signs, development identification signs, zoning signs, and directional signs all as and where required by the Town;
- (e) All access roads to serve the parcels to be created by the subdivision all as and where required by the Town;
- (f) All utilities including electricity, natural gas and telephone. Such utilities to be provided in a location and to a standard to be approved by the appropriate utility company and the Town;
- (g) All dropped curbs adjacent to and within the parcels created by the subdivision all as and where required by the Town;
- (h) All sidewalks adjacent to and within the parcels created by the subdivision all as and where required by the Town; and
- (i) The Town requires any Public Utility Lot(s)/storm water retention utility(ies) be graded in accordance with the plan supplied by the developer and before the Final Acceptance Certificate is issued, that this utility(ies) be grassed to the satisfaction of the Town.

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

4.3 The Town during its redevelopment of 8th Street shall service both water and sanitary for the five (5) lots facing 8th Street. In consideration the Town shall submit a reimbursement bill for those services to the Developer not to exceed \$16,000 which Developer shall pay within 30 days of the date of Invoice. Furthermore, those services installed by the Town will not be covered by the Developer in the Guarantee Period.

5. ACCEPTANCE OF MUNICIPAL IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5.15 The Town and the Developer agree, notwithstanding the issuance of a Final Acceptance Certificate, that the Developer shall be responsible for a period of Five(5) years following the issuance of a Final Acceptance Certificate for Municipal Improvements, to repair or replace any of the Municipal Improvements where there were any hidden or latent defects (which were reasonable not detected by inspections or tests actually undertaken) in any of the Municipal Improvements which were not discovered prior to the issuance of the Final Acceptance Certificate.

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

A handwritten signature or set of initials, possibly 'AZ', written in dark ink in the bottom right corner of the page.

6. UTILITY EASEMENTS AND OTHER INSTRUMENTS

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

7. INSTALLATION OF OTHER UTILITIES

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

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

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

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

8. CONTRACTS FOR INSTALLATION OF THE MUNICIPAL IMPROVEMENTS

8.1 Notwithstanding anything contained in this Section, the Developer shall be fully responsible to the Municipality for the performance by the Developer of all the Developer's obligations as set forth in the Development Agreement or this Policy and Procedures; AND FURTHER the Municipality shall not be obligated in any circumstances whatsoever to commence or prosecute any claim, demand, action or remedy whatsoever against any person with whom the Developer may contract for the performance of the Developer's obligations.

8.2 Any contract entered into between the Developer and a Third Party in respect to the performance of all or any of the Developer's obligations as set out in the Development Agreement or this Policy and Procedures to construct and maintain the Municipal Improvements, or any of them, shall provide:

- a) That the Third Party shall indemnify and save harmless the Municipality and the Developer from and with respect to any damages, claims or demands whatsoever (including all legal costs and disbursements on a solicitor and client basis) arising out of the performance of any work undertaken by the Third Party or arising in any way from the negligence of the Third Party's servants, agents or employees;
- b) That the Third Party shall provide reasonable proof of financial responsibility;
- c) That the Third Party shall comply with the provisions of the Workers Compensation Act and the Occupational Health and Safety Act for the Province of Alberta;
- d) That the Third Party will allow the Municipality access to the work for the purpose of inspection;
- e) That the works to be performed by the Third Party shall not be deemed to be duly and adequately completed under the contract except upon the issuance of a Construction Completion Certificate for the same by the Municipality;

- f) The Third Party shall coordinate with the Municipality work forces and others to facilitate the installation of utilities and shall protect such utilities from damage;
- g) That the Third Party will carry adequate public liability insurance of an amount and coverage satisfactory to the Municipality to protect the Third Party and the Municipality from any claims, actions or demands arising from the pursuance or purported pursuance of the work being performed by such Third Party; and
- h) That, at the option of the Municipality, the Developer will ensure that the Third Party shall carry a Labour and Materials Payment Bond in the amount of Fifty percent (50%) of the contract price.

9. LEVIES AND FEES

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

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

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

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

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

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

10. OVERSIZING AND SHARING OF SERVICING COSTS

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

10.2 Unless otherwise specifically provided within Schedule "D" attached to this Agreement, the Developer's proportionate share of existing or currently contemplated over sizing be calculated and paid at the time of, or as part of the satisfaction of a condition of, the Town's issuance of the applicable development permit. Any deferral of payment of over sizing costs by the Developer beyond the above-noted deadlines shall be subject to specific agreement between the Town and the Developer as contained within Schedule "D" attached to this Agreement, and such conditions or other requirements that maybe imposed therein (including, without restriction, the requirement for security for payment, and/or registration and reliance upon the charge contained within Paragraph 13.4 of this Agreement). If as at the date of this Agreement, the Town has not calculated or imposed over sizing costs, and subsequently the Town imposes such charges, nothing in this Agreement precludes the Town from collecting the Developer's proportionate share of over sizing costs at that time or at the time of any further development or subdivision.

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

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

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

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

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

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

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

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

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

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

11. DEFAULT BY THE DEVELOPER

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

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

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

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

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

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

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

12. ARBITRATION

12.1 Subject to any other provisions of this Agreement to the contrary, if any dispute or difference between the Parties shall arise under this Agreement, either party may give to the other notice of such dispute or difference and refer such dispute or difference to arbitration in accordance with the provisions of this Agreement.

12.2 Arbitration hereunder shall be by a reference to an independent person to be selected jointly by the Town and the Developer, and his decision shall be final and binding. In the event that the Town and the Developer shall fail to agree on an arbitrator within FORTY-EIGHT (48) hours of either party giving to the other party notice of a dispute or difference pursuant to paragraph 12.1 hereof, then an application shall be made to a Justice of the Court of Queen's Bench of Alberta to select the arbitrator.

12.3 All charges, fees and expenses of the arbitrator shall be borne and paid by the Town or the Developer, or proportionately by both the Town and the Developer, depending upon their respective fault as found by the arbitrator.

12.4 Nothing in this Agreement shall authorize any reference to arbitration as to any matter or question which under this Agreement is expressly or by implication required or permitted to be decided by the Town, the Committee of the Whole or the Council of the Town or as to the grounds upon which, or the mode in which, any opinion may have been formed or discretion exercised by the Town, the Committee of the Whole or the Council of the Town. In any such instance the discretion, decision, opinion or determination of the Town, the Committee of the Whole or the Council of the Town, as the case may be, shall be final and binding upon the Developer.

13. INDEMNITY AND SECURITY

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

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

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

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

- (a) the security shall be deposited by the Developer with the Town at the date of execution of this Agreement;

- (b) the security shall be an amount equal to the sum of the following amounts:
- (i) where actual tendered costs are available, the tendered costs shall be used;
 - (ii) where actual tendered costs are not available, the Developer's Consultant shall prepare cost estimates which shall be submitted to the Town for approval, and if approved by the Town, such cost estimates shall be used.

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

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

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

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

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

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

- (a) a default by the Developer has not been rectified by the Developer in accordance with the provisions of this Agreement.
- (b) a default by the Developer has been rectified by the Town in accordance with the provisions of this Agreement and the Developer has failed to pay the costs and expenses of such rectification within THIRTY (30) days after receipt from the Town of an account therefore;
- (c) emergency repair work has been done to Municipal Improvements by the Town in accordance with the provisions of this Agreement and the Developer fails to pay the costs and expenses of such repair work within THIRTY (30) days after receipt from the Town of an account therefore;
- (d) the Developer by any act or omission is in default of any term, condition or covenant of this Agreement;

- (e) the security to be provided by the Developer to the Town pursuant to this Agreement is due to expire within a period of SIXTY (60) days and the Developer has not deposited with the Town a renewal or replacement of such security in terms and form acceptable to the Town's solicitors;

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

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

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

14. COMPLIANCE WITH LAW

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

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

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

15. GENERAL

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

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

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

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

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

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

Town of Claresholm
Box 1000
Claresholm, Alberta
T0L 0T0

FAX: (403) 625-3381

Attention: Kris Holbeck, CA CAO

and

Saddle Ranch Developments, Ltd.
PO 3220
Claresholm, Alberta
T0L 0T0

Attention: Curtis Fairclough, President

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

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

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

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

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

16. EXECUTION OF AGREEMENT

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

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

TOWN OF CLARESHOLM

PER: _____

PER: _____

SADDLE RANCH DEVELOPMENTS LTD.

PER:  _____

PER: _____

SCHEDULE "A"

LANDS

MAPS ATTACHED NEXT TWO PAGES.

SCHEDULE "B"**LEVIES & FEES**

<u>TOWN WIDE PROJECTS</u>	
	<u>Past Projects*</u>
Sewage Lagoon & Outfall Main – (\$827,245 – 1980)	\$2,028,720
Sewage Treatment System – (\$827,138 – 1979)	\$2,252,758
	<u>Current / Future Projects</u>
Pine Coulee Water Pipeline	\$1,344,663
Water Treatment Plant Upgrade & Main Pumping Station Upgrade	\$4,392,182
Total Project Costs Applicable to Development	\$10,018,323
Total Area of Proposed Development	1.37 Hectares
Total Area within Town Corporate Limits @ 1/1/2009	780.247 Hectares
Offsite Levy Based on Proportionate Area	\$ 17590.71

<u>SITE SPECIFIC PROJECTS</u>	
Sanitary Sewer Main Extension	\$70,000
Total Area of Proposed Development	1.37 Hectares
Total Area Serviced by Sanitary Sewer Main Extension	9.07 Hectares
Offsite Levy Based on Proportionate Area	\$ 10573.32

Offsite Levy Based of Town Wide Projects **\$ 17590.71**
Offsite Levy Based on Site Specific Projects **\$ 10573.32**

TOTAL **\$ 28164.03**

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

SCHEDULE "C"
ADDITIONAL PROVISIONS

SCHEDULE "D"

OVERSIZING COST CALCULATIONS

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

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

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

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

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

SCHEDULE "E"

SECURITY (ALTERNATIVE CALCULATION EXAMPLE ONLY)

1. For purposes of calculating the security required to be deposited by the Developer pursuant to Section 23, and subject to the provisions below, the cost estimates for the construction and installation of the Municipal Improvements for the Lands are as follows:

**PEDERSEN ESTATES, 15 LOT RESIDENTIAL SUBDIVISION
CLARESHOLM, ALBERTA**

PROJECTED COST TO DEVELOP July, 2009

1. MUNICIPAL SERVICING		
EXCAVATION & SUBGRADE PREP.	\$ 51,700.00	
SANITARY SEWER	\$ 53,900.00	
WATER MAIN	\$ 55,900.00	
SERVICES TO PROPERTY	\$ 49,500.00	
ROADWORK - GRAVEL	\$ 58,400.00	
ROADWORK - ASPHALT	\$ 51,600.00	
ROADWORK - CONCRETE	\$ 55,500.00	
ROADWORK - LANES, (not paved)	\$ 18,500.00	
SUBTOTAL	\$ 395,000.00	
PLUS 10% CONTINGENCY	<u>\$ 39,500.00</u>	
TOTAL		\$ 434,500.00
2. ENGINEERING		\$ 43,500.00
3. POWER, (includes Fortis charges and Engineering)		\$ 105,200.00
TOTAL PROJECTED COSTS no GST		\$ 583,200.00

Add land, legal survey, Town offsite, legal, planning, real estate, taxes, and financing costs to above to obtain total development costs.

SCHEDULE "E"
SECURITY

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

Total Tendered Project Costs	\$583,200.00
<u>Security thru Construction Completion Certificate Issuance</u>	
Labour & Materials Payment Bond (McNally)	\$227,315.03
<i>Electrical Contractor Labour & Materials Payment Bond – TBD (Before Council)</i>	<i>est. \$35,000.00</i>
<u>Security thru Final Acceptance Certificate (2 years after Completion Certificates are Issued)</u>	
Performance Bond (McNally)	\$227,315.03
<i>Electrical Contractor Performance Bond – TBD (Before Council)</i>	<i>est. \$35,000.00</i>
Irrevocable Letter of Credit (Town of Claresholm)	\$ 50,000.00
Total Security (as per Section 11)	<u>\$ 312,315.03</u>
Percentage of Total Tendered Project Costs	53.6%

SCHEDULE "F"

GRANT OF EASEMENT AND RIGHT-OF-WAY

FROM:

PEDERSEN ESTATES LTD., A Body
Corporate, incorporated under the laws of the Province
of Alberta, with its registered office at
PO BOX 3220, Claresholm, Alberta, T0L 0T0
in the Province of Alberta
(hereinafter called "the Developer")

TO:

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

Whereas **PEDERSEN ESTATES LTD.** is the Registered Owner of those lands described as:

LOTS __ – __ INCLUSIVE
BLOCK __, PLAN 091 _____
EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter called the "Development Area")

Grant

1. The Developer being the registered owner of a freehold estate subject, however, to such encumbrances, liens and interests are notified by memorandum endorsed on the Certificate of Title in all that certain tract of land described in Block 58 & 59, Plan 147N, in the Province of Alberta, do hereby in consideration of the sum of ONE DOLLAR (\$1.00) paid to it by the Town, the receipt of which sum is acknowledged by the Developer, grant to the Town and easement and right-of-way through and over the Development Area shaded in grey on the sketch attached hereto as Schedule "A", with free liberty and right-of-way and passage, and of ingress, egress and regress for the Town, its servants and licensees, in as full, free, complete and absolute a manner to all intents and purposes whatsoever as if the same were public road.
2. For the avoidance of doubt, and without restricting the generality of Clause 1 of the Grant, the Developer shall permit the Town, its servants, agents, contractors, employees, licensees, invitees and all others entitled thereto, to enter upon and use the Development Area outlined in red on Schedule "A" hereto for the purposes of planning, constructing, erecting, placing thereon or thereover local improvements, landscaping, utilities, roadways, lanes, sidewalks, curbs, gutters, sewers, waterworks, and other improvements; and also for the purposes of maintaining, altering, repairing, reconstructing, extending, using and improving the said local improvements, landscaping, utilities, roadways, lanes, sidewalks, curbs, gutters, sewers, waterworks and other improvements: PROVIDED, the benefit of easement and licence hereby granted shall be the subject to the right of the Developer to continue to use the lands affected thereby for its existing development located on the Development Area and use shall not unreasonably interrupt or impede nor shall in any way, endanger the operation of the Development.

General

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

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

PEDERSEN ESTATES LTD.
PO 3220
Claresholm, Alberta T0L 0T0

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

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

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

IN WITNESS WHEREOF,

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

Per:  _____ (seal)

SCHEDULE "A"

To the Grant of Easement and Right-of-Way

SKETCH OF DEVELOPMENT AREA OUTLINED IN RED

SCHEDULE "G"
GENERAL UTILITY RIGHT-OF-WAY

This Agreement between

PEDERSEN ESTATES LTD., A Body
Corporate, incorporated under the laws of the Province
of Alberta, with its registered office at
PO BOX 3220, Claresholm, Alberta, T0L 0T0
in the Province of Alberta
(hereinafter called "the Grantor")

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

dated the _____ day of _____, A.D. 200__

PEDERSEN ESTATES LTD. being the Registered Owner of all those certain lands situated in the Province of Alberta, and more particularly described as follows, namely:

LOTS __ – __ INCLUSIVE
BLOCK __, PLAN 091 _____
EXCEPTING THEREOUT ALL MINES AND MINERALS

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

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

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

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

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

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

TOWN OF CLARESHOLM

Mayor/Deputy Mayor

(seal)

Chief Administrative Officer

DEVELOPER

James Peden

(seal)

INFORMATION ITEMS

CLARESHOLM COMMUNITY CENTRE ASSOCIATION

P.O. BOX 183
CLARESHOLM, AB TOL 0T0

August 23, 2009

Town of Claresholm
Box 1000
Claresholm, Alberta
TOL 0T0

Enclosed please find a cheque in the amount of 9793.88 for payment of a loan that we received earlier this year. We appreciate your generosity and thank you for your financial assistance.

I have also enclosed a cheque for payment of invoice ref#2009109, as well as copies of invoices for the Community Centre. Your attention to these outstanding invoices would be appreciated.

Yours truly,



Pat O'Dell
Treasurer
/po

*Sus 2/1/09
40434 - Receipt # 906823*

News Release



FOR IMMEDIATE RELEASE

Monday, September 21, 2009

Communities in Bloom Provincial Edition Salutes Participants

EDMONTON, AB – Alberta Recreation and Parks Association (ARPA) acknowledged the participating communities in Alberta's Provincial Edition of the Communities in Bloom Program at a provincial awards banquet held in Strathmore, Alberta on Saturday, September 19, 2009.

<i>Community</i>	<i>Blooms</i>	<i>Community</i>	<i>Blooms</i>	<i>Community</i>	<i>Blooms</i>
<u>Population 1-250</u>		<u>Population 751-2,000</u>		<u>Population 6,001-12,000</u>	
Bittern Lake	5*	Forestburg	5*	Whitecourt	5*
Delia	4	Bon Accord	4	Beaumont	5
Goose Lake	3	Bruderheim	4	Drumheller	4
Rolly View	3	Coronation	5	Sylvan Lake	4
Teepee Creek	4	Delburne	4	Taber	3
Valhalla	5	Mannville	3		
Woking	3	Spirit River	5		
		Thorsby	4		
		Trochu	4		
<u>Population 251-750</u>		<u>Population 2,001-6,000</u>		<u>Friends (Non-Competitive)</u>	
New Sarepta	4*	Vegreville	5*	Calling Lake/MD of Opportunity	
Blue Ridge	3	Beaverlodge	4	Grande Prairie	
Fort Assiniboine	4	Cardston	3	Provost	
Hay Lakes	4	Claresholm	4	Redwater	
Holden	4	Hanna	4	Samson Cree Nation	
Rycroft	4	Wainwright	5	Strathmore	
Warburg	3			Tofield	
				Vilna	

**Denotes Category Winner*

"We are pleased to salute these communities that have demonstrated a commitment to improving the quality of life of all Albertans," stated Dr. Tim Burton, ARPA President. "Recreation and parks and programs like Communities in Bloom are vital to the development and sustainability of healthy individuals, communities, and environments. This is an important opportunity to acknowledge and showcase the participating communities and the dedicated volunteers who make this all possible."

ARPA (Alberta Recreation and Parks Association) is a provincial, not-for-profit, charitable organization made up of volunteers committed to building healthy citizens and communities in Alberta through recreation and parks. Serving Albertans since 1952, ARPA members include community and public recreation agencies, educators, corporate, elected members, volunteers, and student members.

For more information on the Alberta Provincial Edition of Communities in Bloom, please refer to the attached backgrounder or visit www.cib.arpaonline.ca.

- ### -

Media inquiries may be directed to:

Dan Chambers
Provincial Coordinator
Communities in Bloom Alberta
Phone: (780) 458-5383
Fax: (780) 451-7915
Email: dchambers@arpaonline.ca

Mandi Wise
Communications Coordinator
Alberta Recreation and Parks Association
Phone: (780) 644-6976
Fax: (780) 451-7915
Email: mwise@arpaonline.ca

Backgrounder



Communities in Bloom – Provincial Edition

People, Plants & Pride, Growing Together

Communities in Bloom is a volunteer based, non-profit Canadian organization committed to fostering civic pride, environmental responsibility and beautification through community participation and the challenge of participating in an internationally recognized Quality of Life program.

National beautification programs have flourished in countries throughout Europe including England, France, and Ireland for decades, and provided the inspiration for Communities in Bloom in Canada. It began in 1995 with 29 Canadian communities and has grown to more than 100 national participants and hundreds of municipalities registered in the provincial editions. The Alberta Recreation and Parks Association has coordinated Alberta's provincial edition for the past four years.

More Than a Beauty Contest

Communities in Bloom promotes involvement and action by citizens of all ages, the municipal government, local organizations, and businesses. The program strives to improve the tidiness, appearance, and visual appeal of Canada's neighbourhoods, parks, open spaces, and streets through the imaginative use of flowers, plants, and trees. A focus on environmental awareness and preservation of heritage and culture is also an integral part of its success, resulting in improved quality of life.

Every summer, volunteer judges travel across Canada to evaluate municipalities on eight key criteria:

- Floral Displays
- Turf & Groundcovers
- Landscaped Areas
- Natural & Cultural Heritage Conservation
- Tidiness
- Tree/Urban Forest Management
- Environmental Awareness
- Community Involvement

For additional program information, please visit the provincial website at www.cib.arpaonline.ca.

- ### -

For more information, please contact:

Dan Chambers
Provincial Coordinator
Communities in Bloom Alberta
Phone: (780) 458-5383
Fax: (780) 451-7915
Email: dchambers@arpaonline.ca



Municipality: Claresholm
Province: Alberta
Category: 2001- 5000

The municipality is evaluated on the efforts of all sectors in the community in the following criteria:

Tidiness	97	/	125
Environmental Awareness	97.5	/	125
Community Involvement	98	/	125
Natural and Cultural Heritage Conservation	95.5	/	125
Tree/Urban Forest Management	94	/	125
Landscaped Areas	93	/	125
Floral Displays	100.5	/	125
Turf and Groundcovers	97.5	/	125
	773	/	1000

Percentage : 77.30

Bloom rating: 4 Blooms

Mention : Sustainable Environmental Awareness

Representative (s) of Community

Name: Arnold McAulay Function : Communities in Bloom

Name: Rosemary Wishart Function : Communities in Bloom

Name: Claire Lacalle Function : Communities in Bloom

Judges

Name: Bob Sproule Name Jim Williams

Evaluation date: 18-Jul-08

IMPORTANT NOTES:

All criteria are adjusted to the climate and environmental conditions of the municipality.
 Some aspects of a criterion might not be applicable: in such cases, scoring will be prorated.
 The evaluation score may vary from the previous year based on the facts that the evaluation form is subject to modifications each year and that the evaluation is based on the perception of the current judges.

each year and that the evaluation is based on the perception of the current judges.



Municipality: Claresholm

Province: Alberta

Category: 2,001 - 6,000

The municipality is evaluated on the efforts of all sectors in the community in the following criteria:

Tidiness	101	/	125
Environmental Awareness	101	/	125
Community Involvement	100.5	/	125
Natural and Cultural Heritage Conservation	96	/	125
Tree/Urban Forest Management	95.5	/	125
Landscaped Areas	97	/	125
Floral Displays	102.5	/	125
Turf and Groundcovers	97.5	/	125
Total Marks :	791	/	1000

Percentage : 79.10

Bloom rating: 4 Blooms

Mention : Clean up, Green Up, Spruce Up

Representative (s) of Community

Name: Darrel Sutter Function : Councilor/CIB

Name: Arnold McAulay Function : CIB

Name: Rosemary Wishart Function : CIB

Kerri Hart Garden Club

Judges

Name: Denise Longhurst Name Linda Tomlinson

Evaluation date: 22-Jul-09

IMPORTANT NOTES:

All criteria are adjusted to the climate and environmental conditions of the municipality.
 Some aspects of a criterion might not be applicable: in such cases, scoring will be prorated.
 The evaluation score may vary from the previous year based on the facts that the evaluation form is subject to modifications each year and that the evaluation is based on the perception of the current judges.

General Comments and Suggestions

We were very impressed with the cooperation and collaboration between the Town Council, Chamber of Commerce and Communities in Bloom. Separately you would struggle, together you have already achieved 4 Blooms.

We found that an afternoon break to work on the grid very helpful. Maybe an earlier start would have allowed us to tour the Appaloosa Museum and the Agriplex.

Tidiness of green spaces, medians, boulevards, sidewalks, streets, ditches, road shoulders, signage, vacant lots and buildings, with regard to garbage, weeds, maintenance and repair, dog droppings, notices/posters, graffiti and vandalism.

	Max	Actual
Municipality / Public Properties		
☼ Tidiness, order, cleanliness and first impressions	10	7.50
☼ Community anti-litter awareness and support for community organizations in clean-up efforts	9	7.00
☼ Effective bylaws / policies and their enforcement; effective programs in smaller communities; operational programs for notices, posters and graffiti prevention / removal, derelict removal	9	8.00
☼ Maintenance of public roads and shoulders: weed – free sidewalks, curbs, streets and roads, regular hard surface / street sweeping program	9	7.00
☼ Condition of buildings and urban furniture: benches, litter and recycling containers	8	6.00
Commercial / Industrial Sector		
☼ Tidiness, order and cleanliness	7	6.00
☼ Condition of buildings, grounds, sidewalks and parking lots	7	5.50
☼ Condition of urban furniture: benches, litter and recycling containers	7	5.50
☼ Support – financial and/or in-kind - for community clean-up programs	7	6.00
Service Clubs, Schools, Churches, Not-for-profit groups		
☼ Support – financial and/or in-kind; involvement – organization, participation; impact on the	13	11.00
☼ Tidiness, condition of buildings and yards of churches, schools and any other buildings	11	8.50
Residential / Citizens		
☼ Tidiness, order and cleanliness	10	8.50
☼ Condition of buildings and yards	10	8.00
☼ Involvement in block or individual street tidiness	8	6.50
Tidiness	125	101.00

We were very impressed with the Clean up, Green up and Spruce up group. What a wonderful concept; a small group that does a quick clean up to make their town a better place to live. Adding a few more recycle and garbage containers around town might make your job less important.

The by-laws seem to be effective as we didn't see any place that would be considered "unslightly".

Having the schools conduct a clean up on the last day of school would insure that the school grounds were clean until September. This was the only place that litter was noticed.

Sustainable development, policies and bylaws, waste reduction, landfill sites, hazardous waste collection, sewage disposal, transfer/recycle stations, recycling initiatives, Integrated Pest Management (IPM), water source, treatment and conservation, naturalization, environmental clean up activities and friendly transportation

	Max	Actual
Municipality / Public Properties		
⊗ Sustainable development strategy: bylaws / policies and their enforcement or effective programs in smaller communities; guidelines and long-term planning/vision	10	9.00
⊗ Waste management programs such as recycling, re-use, composting, shredding of Christmas trees, hazardous waste including e-waste collection, waste water treatment , community outreach	10	8.50
⊗ Water conservation and reduction programs: efficient appliance incentives or promotion, reduced reliance and efficient irrigation and use of non-potable water, water restriction policies ⊗ Watershed management plans and alternative storm water management: retention ponds, pervious hardscapes, green roofs, shoreline erosion control programs	10	9.00
⊗ Energy conservation programs such as: Alternate forms of energy: geothermal, biomass, wind, ⊗ Conversion programs for efficient lighting and shielding for night skies issues ⊗ Promotion of energy audits and energy efficient buildings and landscapes ⊗ Greening of operations fleet: conversion to higher efficiency vehicles, use of alternative fuels ⊗ Efficient use of vehicle fleet such as use of crew cabs, bicycles, any other energy-saving ⊗ Conversion of older maintenance equipment to more efficient and reduced emissions ⊗ Transportation management strategies: promotion and incentives of public transit and car pooling ⊗ Conversion of roads to integrate new bike lanes, expanded recreational pathways ⊗ Air quality programs: monitoring, anti-idling advisory / bylaws, promotion for the reduced reliance/use of high air polluting small engine equipment	14	11.00
⊗ Use of Integrated Pest Management / Plant Health Care principles: timing, policies / bylaws and/or effective procedures	6	4.00
⊗ Initiatives such as: Innovation: through green buildings, green roofs; reuse of sites and buildings Green procurement policies (use of local products, material energy lifecycle considerations) Brownfield redevelopment, remediation	6	4.50
Commercial / Industrial Sector		
⊗ Participation in the environmental effort	6	4.50
⊗ Corporate environmental innovation / stewardship, initiatives, activities	6	4.50
⊗ sustainable development strategies, safety and emergency preparedness	6	4.50
⊗ Energy efficient buildings / landscapes.	6	4.50
⊗ Greening of operational fleet and equipment.	6	4.00
Service Clubs, Schools, Churches, Not-for-profit groups		
⊗ Support – financial and/or in-kind	7	6.00
⊗ Involvement –organization, participation	7	6.00
⊗ Impact of efforts on community	7	6.00
Residential / Citizens		
⊗ Participation in the environmental effort	9	7.50
⊗ Involvement / support / direction to municipality	9	7.50
Environmental Awareness	125	101.00

Comments and Suggestions - Environmental Awareness

It is evident that the residents of Claresholm understand the importance of water conservation. This is seen in rain barrels, the golf course using run off and the Hart farm using lagoon water. It is also seen in the reduced consumption of water due to water meters.

The recycle station is efficient. It is good to see that residents can use curb pick or a drop off bin. You are catering to the mobile as well as the the less mobile population.

What a great Municipal Sustainability Plan. Doing the pilot project has put you ahead of many other municipalities, as it gave you goals and direction. Next year's judges will be able to view your new land use plan dealing with the train line and brownfield sites.

We suggest that you contact a number of businesses around town to determine how green they are. This information would be beneficial to next year's judges.

A written spray program is beneficial as it will be a written reminder of what was sprayed previously and what should be rechecked. Small changes can be made to the program and the results recorded allowing the program to be perfected.

COMMUNITY INVOLVEMENT

Citizens' involvement in various community projects, including horticulture and garden clubs, service groups, recreation and sports clubs, school children, teens, seniors, municipal workers and local businesses

	Max	Actual
Municipality / Public Properties		
⊗ Volunteer recognition	8	7.00
⊗ Support – financial and/or in-kind for volunteer activities	8	7.00
⊗ Information and educational programs	8	7.00
⊗ Promotion of local businesses, products, tourism	8	6.00
⊗ Organization/facilitation of local events/festivals, fundraising, support – financial and/or in-kind	8	6.50
⊗ Innovation; involvement with youth / seniors and other initiatives towards broader social inclusion	7	5.50
Commercial / Industrial Sector		
⊗ Involvement in community projects, volunteer initiatives, community outreach programs	10	7.00
⊗ Sponsorship – financial and/or in kind – of the local CIB program	10	8.00
⊗ Innovation; involvement with youth / seniors and other initiatives towards broader social inclusion	10	7.00
Service Clubs, Schools, Churches, Not-for- profit groups		
⊗ Support – financial and/or in-kind	8	7.00
⊗ Involvement –organization, participation	8	6.50
⊗ Impact of efforts on community	8	6.50
Residential / Citizens		
⊗ Support - financial and/or in kind - of projects / programs	8	6.50
⊗ Participation in community programs	8	6.50
⊗ Provision of ideas / initiatives for projects/programs	8	6.50
Community Involvement		
	125	100.50

Comments and Suggestions - Community Involvement

We were impressed with the groups that worked together as one. Much can be accomplished when people work together.

The youth in the community are busy with activities but only a small group works to improve the community. The more the youth are involved in improving the community the less vandalism problems occur. We liked the idea of painting garbage bins. If the school does not have time to take on the project ask sports teams, youth groups or 4 H. Including food or making it into a contest could increase interest.

We were impressed with the amount of work being done by the CIB. As your numbers grow you can take on more projects. Be sure not to take on too many projects as it will take away the fun and make it work.

The seniors can be a wealth of ideas, knowledge and free labour. It is a matter of finding activities that interest them.

The group that has been working in the museum and on the fundraising for the new building needs to be commended. It is a wonderful facility.

Heritage policies, bylaws and natural heritage management plans, preservation and restoration of buildings, homes, churches, monuments, artefacts, sites, parks, heritage gardens, trees; preservation of traditions and customs; festivals/celebrations; heritage foods and the arts; museums and history, archives, Architectural Advisory Committee

	Max	Actual
Municipality / Public Properties		
☉ Heritage policies / by-laws and their enforcement or effective programs in smaller communities	10	7.00
☉ Natural and cultural heritage management plan and preservation initiatives: cultural landscapes, use of native plants, heritage gardens, trees	10	7.50
☉ Preservation, restoration and reuse programs	8	6.50
☉ Information and support programs	6	4.00
☉ Promotion of heritage by Historical Society / Heritage Committee / Tourism Association	5	3.50
☉ Interpretative and signage programs, walking tours, museums, festivals/celebrations	6	4.50
☉ Cultural heritage programs: first nations, explorers, first and subsequent settlers and more recent immigrants	5	3.50
☉ New programs and initiatives to promote local heritage	5	3.50
Commercial / Industrial Sector		
☉ Conservation, restoration and reuse of sites/buildings	7	5.00
☉ Building façade and improvement plan. (original colours, styles, materials, lighting)	7	6.00
☉ Participation in municipal, provincial or federal programs	7	5.00
☉ Innovation and participation in promotion of local heritage	7	5.50
Service Clubs, Schools, Churches, Not-for-profit groups		
☉ Support – financial and/or in-kind	7	6.00
☉ Involvement –organization, participation	7	5.50
☉ Impact of efforts on community	7	5.00
Residential / Citizens		
☉ Conservation / restoration and reuse of sites / buildings	7	6.00
☉ Preservation of traditions, customs, food, music, dance and crafts	7	6.00
☉ Participation in heritage community events/activities	7	6.00
Natural and Cultural Heritage Conservation	125	96.00

Natural and Cultural Heritage Conservation

Comments and Suggestions - Natural and Cultural Heritage Conservation

You have developed a beautiful garden outside the museum but it should be called a heritage garden as many of the plants are new cultivars. A heritage train garden should contain cultivars that would be grown in the early 1900s, nothing else.

A list of heritage seed companies can be found at www.seeds.ca seeds of Diversity Canada. Research to insure that that particular plant was grown in your area needs to be done before planting or accepting donations.

Your museum is a gem and needs more promotion. Good signage would insure that people would see the museum and stop. Having summer programs for children where they had to dress up and pretend to live in a different era would bring more people into the museum. Once these children grow older they could be recruited as summer staff.

Do the volunteers at the museum take ongoing training to insure the collection is properly taken care of? We noticed a number of heritage buildings about town, commercial as well as residential. Is there a by-law in place to insure these buildings are not torn down?

The continuation of the fair is also a strong piece of the Alberta Heritage. We are glad to see it is still going strong.

The fence and brands at the Centennial Park are a great way to showcase your farming and ranching history which is part of the Southern Alberta heritage.

A walking tour of historic Claresholm would attract visitors and encourage them to stay longer.

main street programs, new survey developments, preservation of heritage trees, commemorative trees, woodlots, succession planting
 Plant Health Care and Integrated Pest Management, qualified/trained individuals (volunteer or on staff)

TREE / URBAN FOREST MANAGEMENT

	Max	Actual
Municipality / Public Properties		
⊗ Policies, regulations and tree by-laws, tree protection and planting on public and private lands	10	8.00
⊗ Plan of action: procurement, species diversity, selection of hardy species with potential to contribute to the plan	10	9.00
⊗ Strategic Management, Operational and Emergency Plan in place, an inventory of trees, demonstration of good planting techniques and a maintenance program	8	6.00
⊗ Measures to preserve, protect, manage and expand woodlots	7	5.00
⊗ Qualified personnel and/or crew training	7	4.50
⊗ Integrated Pest Management / Plant Health Care, plan of action for invasive pest detection and control, information on current infestations and diseases	7	5.00
⊗ Participation and recognition in programs such as Green Streets Canada, Maple Leaf Day...	7	5.00
Commercial / Industrial Sector		
⊗ Concept, design and planting for commercial enterprises	7	5.00
⊗ Maintenance programs	7	5.00
⊗ Existing tree protection and preservation during construction: in by-law and/or in practice	8	6.00
⊗ Involvement and promotion of tree planting programs and conservation through groups such as Business Improvement Association	6	4.00
Service Clubs, Schools, Churches, Not - for - profit groups		
⊗ Support – financial and/or in-kind and involvement – organization, participation	10	8.00
⊗ Impact and maintenance	10	8.00
Residential / Citizens		
⊗ Selection of varieties – inclusion of native, hardy species	11	9.00
⊗ Maintenance	10	8.00
Tree / Urban Forest Management		
	125	95.50

Comments and Suggestions - Tree / Urban Forest Management

The first place to start with an urban forest is with a tree inventory which should include the variety of tree, the location and its health. When this is completed plans can be made to remove old trees and to plant new ones. Once a record is in place, it is easy to decide which trees are to be pruned in a given year.

Hiring an arborist or training staff is a must. As the poplar continue to age this will become more of a necessity. Be sure to include a tree replacement plan and start planting trees now to insure they will be large when old ones need to be removed. We were impressed with the by-law requiring each new house to have at least one tree in its front yard.

Banning of Elms, Cottonwood and other poplar will help eliminate seed messes. The following web sites might be helpful in getting funding to plant trees.

<http://www.treecanada.ca>

http://www.green-street.ca/home/index_e.html

Tree roots do not invade plastic sewer pipes.

LANDSCAPED AREAS

This criteria supports all efforts to create an environment wherein plants form an essential element of the overall surroundings; design and suitability for location and use; native and introduced materials; balance of plants, materials and constructed elements; harmony (colour, texture, shape); tasteful integration of hard surfaces and art elements; standards of maintenance.

	Max	Actual
Municipality / Public Properties		
⊗ First impressions of the community including gateway / entrance treatments	10	7.50
⊗ Development of policies, standards and best practices	7	6.50
⊗ Plan of action: distribution through the community	8	6.00
⊗ Urban and civic design standards for streetscape and other public places: flags, banners, public art, fountains, site furnishings, lighting design, walkways and paving materials, signage and	7	5.00
⊗ Specifications for planting (with suitable varieties) and maintenance	7	6.50
⊗ Sustainable designs: energy efficient, use of green materials, naturalization, xeriscaping	6	4.50
⊗ Site rejuvenation, rehabilitation and maintenance (life cycle management)	6	4.00
⊗ Qualified personnel (including seasonal staff) and/or training	7	4.50
Commercial / Industrial Sector		
⊗ Innovation in concept and design	6	5.00
⊗ Public involvement: support – financial and/or in-kind, participation	6	4.50
⊗ Sustainable designs: energy efficient, use of green materials, naturalization, xeriscaping	6	4.00
⊗ Contribution to urban and civic design and public greenspaces above and beyond requirements: such as public art, streetscape, site furniture, fountains	6	4.00
⊗ Adequate ongoing maintenance (life cycle management)	6	4.50
Service Clubs, Schools, Churches, Not-for-profit groups		
⊗ Support – financial and/or in-kind and involvement – organization, participation	8	6.50
⊗ Sustainable designs: energy efficient, use of green materials, naturalization, xeriscaping	8	6.00
Residential / Citizens		
⊗ Streetscape appeal of landscapes	8	7.00
⊗ Overall maintenance	7	6.00
⊗ Inclusion of sustainable plant materials	6	5.00
Landscaped Areas	125	97.00

Comments and Suggestions - Landscaped Areas

The members of Communities in Bloom and the garden club are doing a wonderful job in cleaning up and rejuvenating old landscapes. Keep up the good work!

Adding benches, recycling containers and garbage cans will make spending time in the downtown more inviting.

We enjoyed the residents' yards. Many were very stunning.

Businesses will slowly come on board and make changes to their properties. Given a choice, people will buy from a business that is neat, attractive and tidy. As its looks often reflect how business is conducted. Congratulations to Triple T trucking for the wonderful job they did with their landscape.

Keep on mulching. Bringing in a chipper or grinder to chop up old branches to keep the mulch bill down would be a benefit.

Using native shrubs, perennials and grasses in a landscape can be attractive as well as easy maintenance once the plants are established. The following web sites have information on native plants. As Alberta has a diverse landscape make sure the plant is native to your area.

<http://www.wildaboutflowers.ca/>

www.bowpointnursery.com

<http://www.anpc.ab.ca/assets/source.pdf>

School yards need not be just grass and some playground equipment. Trees, shrubs and gardens are popular places in a school yard. The following web site has information on beautifying school grounds.

<http://www.evergreen.ca/en/lg/lg.html>

FLORAL DISPLAYS

Arrangements of flowers and plants (annuals, perennials, bulbs, ornamental grasses), originality, distribution, location, diversity and balance, colour, harmony, quality and maintenance. These pertain to flowerbeds, carpet bedding, containers, baskets and window boxes.

	Max	Actual
Municipality / Public Properties		
⊗ Diversity of displays: flowerbeds, raised beds, planters, hanging baskets, window boxes, carpet bedding, mosaics	12	10.00
⊗ Plan of action: programs, distribution through community. Concept and design including sustainable design	12	10.00
⊗ Diversity of plants: annuals, perennials, bulbs, grasses, woody plants, natural flora	12	9.50
⊗ Quality, maintenance, best practices	10	8.00
⊗ Qualified personnel (including seasonal staff) and/or training	7	5.50
Commercial / Industrial Sector		
⊗ Concept and design	9	7.50
⊗ Quality and maintenance	9	7.50
⊗ Contribution to overall floral program	9	7.50
Service Clubs, Schools, Churches, Not-for-profit groups		
⊗ Support – financial and/or in-kind and involvement – organization, participation	11	9.50
⊗ Concept, design, selection and maintenance on their own properties	11	9.50
Residential / Citizens		
⊗ Arrangement, diversity, colour	11	9.00
⊗ Quality and maintenance	12	9.00
Floral Displays		
	125	102.50

Comments and Suggestions - Floral Displays

We were very impressed with the floral displays we saw on public lands. The volunteers need a huge pat on the back as they have done a wonderful job.

We always enjoy the seniors gardens. They are bright, colorful and well taken care of.

The floral displays in the community were wonderful. They contained many different varieties of plants. Keep up the good work.

One suggestion to reduce watering is to mulch between flowers with a layer of clean grass clippings. As the clippings dry they turn a an attractive, light grey. Like all mulch it keeps the weeds down and moisture in.

TURF AND GROUNDCOVERS

Quality, naturalization, use of groundcovers and wild flowers, turf management (manicured to rough), use of artificial turf, maintenance (mowing height and frequency), Integrated Pest Management (IPM) / Plant Health Care, fertilization programs, irrigation and water restrictions. Areas include private homes, public buildings, municipal and private sports fields and athletic parks.

	Max	Actual
Municipality / Public Properties		
⊗ First impressions; plan of action, distribution of turf and ground cover areas	14	11.00
⊗ Diversity / species, types of plantings / drought tolerance	8	6.00
⊗ Turf Management / Integrated Pest Management / Plant Health Care, alternative solutions to diseases and infestations when appropriate	8	6.50
⊗ Review of maintenance plans to consider increased naturalization, alternate mowing frequency for reduced and more efficient operations	8	6.00
⊗ Information programs for water requirements, mowing frequency and height, rain gardens	8	6.00
⊗ Qualified personnel (including seasonal staff) and/or training.	7	5.50
Commercial / Industrial Sector		
⊗ Concept and design, use of alternative ground covers	8	6.00
⊗ Quality and maintenance on these properties	8	6.00
⊗ Site naturalization	8	6.00
Service clubs, Schools, Churches, Not-for-profit groups		
⊗ Support – financial and/or in-kind and involvement –organization, participation	12	9.00
⊗ Quality and maintenance on these properties	11	8.50
Residential / Citizens		
⊗ Concept and design, use of alternative ground covers	8	7.00
⊗ Quality and maintenance	9	7.50
⊗ Participation in lawn watering conservation programs	8	6.50
Turf and Groundcovers	125	97.50

Comments and Suggestions - Turf and Groundcovers

In hot weather turf can be a challenge. The first rule is not to cut it too short as it dries out and turns brown.

The second one is not to cut more lawn than necessary. Leaving ditches long is very acceptable as long as they are not a fire hazzard.

We suggest that you do information sessions on why fall is a better time to spray than spring. Try to educate people before the next dandilion season.

Yes	No	N/A	
x			Were the judges, upon their arrival, presented with the itinerary and the Community Profile Book, which was completed according to the "Guidelines..."?
x			Was there an initial orientation meeting with introductions ?
x			Were the community representatives knowledgeable about the community and all criteria?
x			Were the judges able to ask questions and modify the schedule if they thought that there was not enough time spent on a judging criteria ?
x			Did the judges meet with the media?
	x		Were the judges asked to give presentations?
x			Were the judges able to meet with and talk with the volunteers?
x			Did the community, with its allotted time, distribute it so there was adequate coverage for each of the eight criteria?
x			Was there enough time allotted to start the evaluation form in a quiet place?

Mention - Rating - Description - Special Projects

Municipality: Claresholm

Mention: Clean up, Green Up, Spruce Up

Bloom Rating: 4 Blooms

Description of the Community and Mention

We were very impressed with the Clean up, Green Up and Spruce Up team. What a great way to keep the downtown area clean. You are showing the rest of the town that working together can be fun and rewarding.

Special Projects

(names or list : description not required)



Box 5334
High River, Alberta
T1V 1M5
www.frems.ab.ca
Phone: 403-652-3904
Fax: 403-652-3958

"Committed to Excellence"

September 11, 2009

Partner

Municipalities

Town of Black Diamond
MD of Foothills #31
Town of High River
Village of Longview
Town of Nanton
Town of Okotoks
Town of Turner Valley
Kananaskis I. D.

Contract

Municipalities (EMS)

MD of Ranchlands #44
Townsite of Redwood
Meadows
MD of Willow Creek #26

Contract

Municipalities (911)

County of Newell
County of Vulcan
Crownsnest Pass
Eden Valley Reserve
Hamlet of Cessford
Hamlet of Gem
Hamlet of Jenner
Hamlet of Patricia
Hamlet of Rolling Hills
Hamlet of Scandia
M.D. of Ranchlands
M.D. of Willow Creek
Special Areas 2
Special Areas 3
Town of Bassano
Town of Brooks
Town of Canmore
Town of Claresholm
Town of Fort Macleod
Town of Granum
Town of Hanna
Town of Stavelly
Town of Vulcan
Village of Arrowood
Village of Carmangay
Village of Champion
Village of Duchess
Village of Lomond
Village of Milo
Village of Rosemary
Village of Tilley
Village of Veteran
Village of Youngstown

Town of Claresholm
Box 1000
Claresholm, Alberta
ToL oTo

RE: Peace Officer Monitoring Program

As your 911 Communications Centre we have identified a need within our communities to provide a Peace Officer Communications Service. We are currently expanding our program and wish to take this opportunity to briefly explain how the program works.

Currently there are over 3000 Peace Officers in Alberta, working for some 284 different agencies, under legislative authority that allows them to enforce laws that place them in potentially dangerous situations. It is our understanding the majority of these Peace Officers are in a 'work alone' situation with no consistent or accurate outside tracking of their whereabouts or activities.

As a 911 Emergency Centre we recognized the need to provide Peace Officers with a measure of security while they carry out their duties. Our experience shows a real need for this service, as the primary concern of all parties is the safety of the Officers.

In that regard, we currently provide the following services:

- 24/7 radio contact with our Communications Specialists
- Shift tracking
- Welfare checks
- High Risk situation timers
- Vehicle stop timers
- Monitor and provide appropriate response to radio 'emergency alarms'
- Notification of additional resources as required

...2

**DIAL
911**

We would be pleased to meet with you to review the program in more detail, and answer any questions you may have.

Please feel free to contact us, at your convenience.

Yours truly,

A handwritten signature in black ink, appearing to read "B. Fenwick". The signature is fluid and cursive, with a large initial "B" and a long, sweeping underline.

For:

Brenda Fenwick
Director of Communications

CLARESHOLM AND DISTRICT TRANSPORTATION SOCIETY
Board of Directors July 21, 2009

ATTENDEES: Neil Ohler – Lay Representative
Shirley Isaacson – Town of Claresholm
Gerry Cleaver – Lay Representative
Bob Thompson – Seniors Center
Debbie Millar – Wandering Willows
Brydon Saunders – Lay Representative
Anna Mae Mifflin – Porcupine Hills Lodge
Howard Paulsen - Lay Representative
Lyal O’Neill – Office Coordinator

REGRETS:

Ron Hanson– Town of Granum
Earl Hemmaway – M. D. of Willow Creek

A Special Meeting of the Board of Directors was called to discuss the By-Laws of the Society.

Neil Ohler, Chair called the meeting to order at 10:00am. Prior to dealing with the By-Laws 2 other items needed to be addressed.

1.0 NEW BUSINESS

1. Number of members on the Board: Motion by **Debbie Millar** and seconded by **Bob Thompson** to increase our membership from 9 members to 10. Carried. Howard Paulsen was welcomed as our 10th Member.
2. 1992 Chev Van: Substantial repairs needed to get this van up & running again. No cost estimates available at this time. Used by PHL frequently. Motion by **Debbie Millar** and seconded by Howard Paulsen to repair vehicle. Carried.
3. By-Laws – Reviewed by all members. No By-laws changes to be made but Policies will be added. Page 10 of Policy & Procedures will reflect the following changes:
 - Add to Board of Directors Responsibilities:
 - Attendance at all Board Meetings. Absence of 3 consecutive meetings without just cause will result in the position being vacated. Motion to accept by Howard Paulsen and seconded by Shirley Isaacson. Carried.
 - Add to Election of Officers:
 - Members are elected for a 3 year term and may serve a maximum of 3 terms. Motion to accept by Shirley Isaacson and seconded by Bob Thompson. Carried.

All Board of Directors Responsibilities were reviewed. Suggest that members audit responsibilities and vehicle logs with status reported monthly.

The meeting was adjourned by Bob Thompson
The next regular meeting is September 22, 2009, 10:00am

Minutes of the FCSS Board Meeting June 17, 2009 FCSS Offices at 5:30 PM

Present: Shirley Isaacson, Connie Quayle, Danielle Slettede, Tara Bishoff, Debbie Goeseels

Regrets: Earl Hemmaway

Shirley called the meeting to order at 5:35 PM

1. Approval of the agenda was moved by Connie; **Motion 0601:09**, carried.
2. Approval of minutes from the last board meeting of May 20, 2009 was moved by Danielle; **Motion 0602:09**, carried.
3. Financial:
 - 3.1 2009 Financial Report; Jan.1 to May 31/ 09, with comparison to budget from the Town were reviewed and Tara moved to accept the report as presented, **Motion 0603:09**, carried. The finance committee will meet and review 6 month figures once the June totals are in.
 - 3.2 The Excel spreadsheet comparison to budget to end May 09 was not ready as the Town numbers were received late in the day. Debbie will email once it's prepared.
4. Correspondence folder was reviewed, discussed, and accepted as information.
5. Staff reports were reviewed and discussed; Resource Centre, Director, Outreach Program, and Drop Zone
Motion 0604:09 to accept staff reports as presented was made by Connie; carried.
6. Sub-committees reported as follows:
 - Policy & Procedure - Connie, Danielle; still need to meet to review the full manual. Connie will email her availability for July so a meeting can be set up.
 - Finance - Shirley, Tara; - will meet sometime in July after June financials are received and track 6 month totals to see if we are on track with budget.

Minutes of the FCSS Board Meeting of June 17/09

Approved by:

Board Chair

Director

Personnel - Earl, Shirley and Debbie met and reviewed personnel section of the manual.
Drop Zone - met and reviewed the Summer Fun package and program manual.

7. Old Business:

7.1 Funding Application from Claresholm Healthy Community Coalition was received. The Coalition will advise on how monies need to be paid to the group. Although it makes sense to provide seed money, the application shows the group only meet a small part of our mandate for funding so we'll have to review carefully if funds are required in future.

8. New Business:

8.1 There were no motions arising from correspondence or staff reports.

8.2 Funding application from the Dry Grad committee was discussed and the board felt that although this is a great idea, grad is not something FCSS necessarily needs to fund. Funding request was declined.

8.3 Funds request letter from Claresholm Elementary School was discussed. We already provided some funds for the first activity. Although this is a good way to end the school year on a positive note the board felt this was an activity the school could fund through the parent council. Request was declined.

Continues...page 2

...Page 2

8.4 Pay increases are due for admin/resource centre staff and suggested increases were discussed as follows:

Kaye Mellon (past due actually; her anniversary was Feb. 4!) Current rate=\$15.00/ hour; suggested increase 6% = 15.90/hour effective July 1/09.

Lois Mackintosh (anniversary July 31); Current rate = 16.50/hour; suggested increase of 6% = \$17.49/hour effective August 1/09

Minutes of the FCSS Board Meeting of June 17/09

Approved by:

Board Chair

Director

8.5 Pay increase for Outreach Program Coordinator for her one year anniversary was discussed: Brenda Giese (anniversary June 24). Current rate = 21./hr or 38220./ annum; suggested increase 6%=22.26/hr=40,513./annum effective July 1/09.

Motion 0605:09 was made by Connie to provide pay increases as suggested in 8.5 and 8.6, on July 1/09 for Kaye Mellon and Brenda Giese, and, August 1/09 for Lois Mackintosh.

8.6 The Quote for work in the Outreach office for electrical and carpentry was discussed. We have needed a cabinet to enclose all of the electronic phone boxes and wiring since we moved in. Brenda would really like to have her office lights on a separate switch from the rest of the office. **Motion 0606:09** was made by Connie to pay for electrical and carpentry work in the back office of the Outreach Program Coordinator in the amount of \$568.00 carried.

9. Other Business: Danielle report on Healthy Community Coalition. Group probably does not need liability insurance at this point. However they were a bit frustrated by their perception that the Town approached them for support through Daryl Sutter and now it appears the Town won't support them as a fiscal agent. There seemed to be small misunderstandings between the Town and the group. It appears that Daryl had not discussed his ideas with council and so did not necessarily represent the wishes of the Town. This is not a "Health" initiative; it's a community group of volunteers so Alberta Health Services will not fund and should not be considered as a fiscal agent. As a small group they can open their own small bank account requiring 2 signatures or apply for Registered Society status and open a business account. The group will need society status if they are going to support the Town with funding applications and vice versa. Our funding can be provided on an "pay by invoice or as needed" basis so that will not be an issue. The group also had great news; free public swim times have been funded for September to December by the Primary Care Network - great success for the coalition! The members are also going to host a BBQ sponsored by Pronghorn with the proceeds going toward the Coalition on July 10th in conjunction with the Texas 4000 event in Amundsen Park. How/where to hold the funds raised can be decided by the Coalition; Danielle will discuss with Magan and the Coalition.

Minutes of the FCSS Board Meeting of June 17/09

Approved by:

Board Chair

Director

10. The meeting adjourned at approximately 6:50 PM; **Motion 0607:09** by Connie.

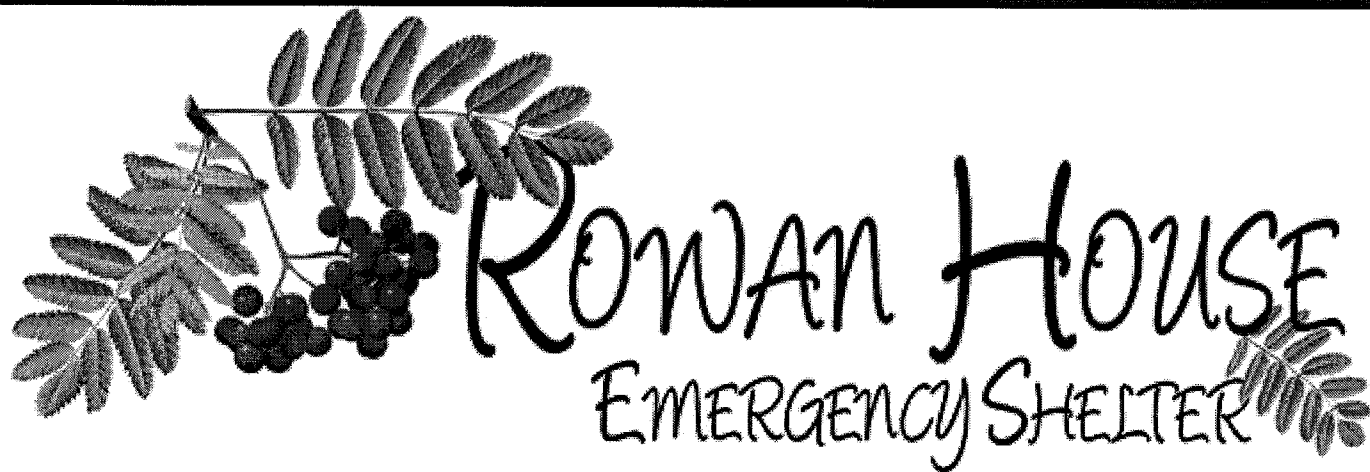
11. Next meeting will be at the call of the chair but is booked for September 16/09 at 7 PM in the Town office. An emailed reminder will be sent out. No meetings are planned for July or August.

Minutes of the FCSS Board Meeting of June 17/09

Approved by:

Board Chair

Director



ANNUAL GENERAL MEETING

REGION 3
FAMILY BASED CARE SOCIETY
**Rowan House Emergency Shelter
& Eagle House Group Home**

**Wednesday,
September 30, 2009
7:00pm**

**Crystal Shores Beach House
403 Milligan Drive, Okotoks**

Everyone Welcome

Please circulate to Mayor/Reeve and Council for information



OLDMAN RIVER REGIONAL SERVICES COMMISSION

MINUTES - 4 (2009)
EXECUTIVE COMMITTEE MEETING
Tuesday, July 14, 2009 – 2:50 p.m.
ORRSC Meeting Room (3105 - 16 Avenue North, Lethbridge)

EXECUTIVE COMMITTEE:

Paul Goldade - *Chair*
Terry Michaelis - *Vice-Chair*
Henry Van Hierden
Doug MacPherson

Doug Thornton
Gordon Wolstenholme
Dick Fenton

STAFF:

Lenze Kuiper - *Director*
Mike Burla - *Senior Planner*

Barb Johnson - *Executive Secretary*

AGENDA:

1. **Approval of Agenda** – July 14, 2009
 2. **Approval of Minutes** – April 9, 2009 (attachment)
 3. **Business Arising from the Minutes**
 - (a) Question from Last Meeting re: Bridge City Chrysler Expenses (Staff Mileage)
 4. **New Business**
 - (a) Regional Plan Meeting – July 14, 2009 (attachment)
 - (b) Director's Performance Review Form
 - (c) ORRSC Mission Statement
 - (d) LAPP Audit.....
 - (e) Office Furniture Sale
 5. **Accounts**
 - (a) Office Accounts
 - (i) April 2009 (attachment)
 - (ii) May 2009..... (attachment)
 6. **Director's Report**
 7. **Executive Report**
 8. **Adjournment**.....
-

CHAIR PAUL GOLDADE CALLED THE MEETING TO ORDER AT 2:50 P.M.

1. APPROVAL OF AGENDA

Moved by: Gordon Wolstenholme

THAT the Executive Committee approves the agenda, as presented.

CARRIED

2. APPROVAL OF MINUTES

Moved by: Dick Fenton

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

CARRIED

3. BUSINESS ARISING FROM THE MINUTES

(a) Question from Last Meeting re: Bridge City Chrysler Expenses (Staff Mileage)

- The two amounts paid to Bridge City Chrysler on the March 2009 accounts were for oil changes and/or maintenance, which have always been taken from the Staff Mileage fund.

4. NEW BUSINESS

(a) Regional Plan Meeting – July 14, 2009

- A Special Meeting was held on Tuesday, July 14, 2009 at 1:00 p.m. in the ORRSC Meeting Room to discuss providing effective input into the South Saskatchewan Regional Plan. The meeting was extremely well attended by municipalities from all of southern Alberta with approximately 140 delegates present.
- ORRSC staff have been directed to prepare a position paper which is reflective of the issues and concerns of southern Alberta municipalities. As this is a high priority and given the limited time frame available, several projects already commenced may be delayed as a result of this initiative.

Moved by: Terry Michaelis

THAT the preparation of a position paper addressing the South Saskatchewan Regional Plan be made a priority of ORRSC staff;

AND THAT ORRSC member municipalities be informed that other current projects may be delayed over the next few months due to this initiative.

CARRIED

(b) Director's Performance Review Form

- The Director will send Committee members a blended form prior to his performance review in September.

(c) ORRSC Mission Statement

- An exercise was held with all staff on July 7, 2009 to review the ORRSC mission statement and discuss core and support services of the organization. The Director will compile results of the discussion for staff consideration. The Executive Committee and Board of Directors will also have input at a later date. Feedback will be used in the development of a business plan, strategic plan, updated policy manual and ORRSC bylaws.

Moved by: Gordon Wolstenholme

THAT discussion on the ORRSC Mission Statement be received as information.

CARRIED

(d) LAPP Audit

- During the 2008 audit, it was discovered that Steve Harty should have been required to join LAPP when he became permanent contract because his contract did not contain an end date. Instead, he was given the option to join, but declined. Options to correct the situation were discussed.

Moved by: Doug MacPherson

THAT a legal temporary contract for Steve Harty be prepared with the end date of July 17, 2009 and a new permanent contract beginning July 20, 2009 with no end date be prepared.

CARRIED

(e) Office Furniture Sale

- We have some surplus office furniture as a result of our renovations. Member municipalities were emailed with a list of items for sale on a first-come basis.

Moved by: Dick Fenton

THAT the discussion on surplus office furniture be received as information.

CARRIED

5. ACCOUNTS

(a) Office Accounts

(i) April 2009

- The Director was asked to provide information on the three U.S. dollar Mastercard purchases at the next meeting.

5150	Staff Mileage	B. Brunner	\$ 50.00
5160	Staff Field Expense	B. Brunner	67.17
5150	Staff Mileage	S. Harty	21.00
5160	Staff Field Expense	S. Harry	54.33
5285	Building Maintenance	S. Harty	1,786.95
5150	Staff Mileage	B. Johnson	40.00
5175	GIS Conference & Development	Jaime Thomas	363.07
5150	Staff Mileage	Imperial Oil	392.26
5270	Renovations	Integrity Builders	11,078.27
5285	Building Maintenance	Lawnmaster Services	172.80
5310	Telephone	Telus	366.98

5580	Equipment & Furniture Rental	Telus	242.36
5310	Telephone	Telus	28.38
5285	Building Maintenance	Citi Cards	734.60
5320	General Office Supplies	Citi Cards	21.88
5320	General Office Supplies	Corporate Express	17.62
5380	Printing & Printing Supplies	Corporate Express	56.94
5500	Subdivision Notification	Corporate Express	67.12
5320	General Office Supplies	Citi Cards	49.35
5390	Graphic & Drafting Supplies	Citi Cards	47.36
5330	Dues & Subscriptions	Costco Wholesale	100.00
5380	Printing & Printing Supplies	Lethbridge Mobile Shredding	21.00
5390	Graphic & Drafting Supplies	CIP	764.57
5390	Graphic & Drafting Supplies	Citi Cards	839.80
5450	Legal Fees	Davidson & Williams	120.00
5500	Subdivision Notification	Claresholm Local Press	98.00
5330	Dues & Subscriptions	Lethbridge Herald	20.00
5460	Public Relations	Lethbridge Herald	55.00
5500	Subdivision Notification	Lethbridge Herald	547.40
5350	Postage & Petty Cash	Postage by Phone	4,000.00
5590	Equipment & Furniture Purchase ...	Evolution Presentation Tech.	6,359.50
5590	Equipment & Furniture Purchase ...	Caribou Refrigeration	1,500.00
5590	Equipment & Furniture Purchase ...	Baker Appliances	275.00
1160	GST Receivable	GST Receivable	1,703.66
		TOTAL:	<u>\$32,062.37</u>

(ii) May 2009

4040	Fee for Service (member)	R. Day	\$ 53.50
5185	Planning Intern Expenses	M. Denis	196.39
5150	Staff Mileage	D. Horvath (March - May)	45.00
5160	Staff Field Expense	D. Horvath (March - May)	57.34
5150	Staff Mileage	B. Johnson	40.00
5530	Coffee & Supplies	B. Johnson	8.64
5150	Staff Mileage	S. Johnson (April - May)	130.00
5320	General Office Supplies	S. Johnson (April - May)	129.54
5530	Coffee & Supplies	S. Johnson (April - May)	84.27
5285	Building Maintenance	C. Kembel	100.98
5150	Staff Mileage	M. Kristic	25.48
5160	Staff Field Expense	M. Kristic	33.24
5285	Building Maintenance	L. Kuiper	724.21
5150	Staff Mileage	Imperial Oil	604.51
2040	Accounts Payable	BDO Dunwoody (April)	4,245.00
2040	Accounts Payable	BDO Dunwoody	7,100.00
5150	Staff Mileage	Bridge City Chrysler	140.85
4140	Approval Fees	A & J King's Holdings	150.00
5160	Staff Field Expense	Petty Cash (Marge Williams)	20.00
5165	GIS Staff Field Expense	Petty Cash (GIS Meetings)	24.97
5285	Building Maintenance	Petty Cash (fertilizer)	31.98
5320	General Office Supplies	Petty Cash (hangers, sugar dispen.)	46.29

5350	Postage & Petty Cash	Petty Cash (Canada Post)	8.07
5460	Public Relations	Petty Cash (shrimp rings - Jun 4/09)	25.98
5530	Coffee & Supplies	Petty Cash (coffee)	31.96
5265	Utilities	City of Lethbridge	599.06
5270	Renovations	Integrity Builders	61,564.77
5280	Janitorial Services	Madison Ave Bus. Serv. (April) ..	425.00
5280	Janitorial Services	Madison Ave Business Services	425.00
5285	Building Maintenance	KB Heating	235.00
5285	Building Maintenance	Exteriors by Leroy & Darcy	1,530.00
5310	Telephone	DRC Communication	351.00
5310	Telephone	Telus	425.77
5580	Equipment & Furniture Rental	Telus	278.42
5320	General Office Supplies	Wal-Mart	65.82
5320	General Office Supplies	Citi Cards	243.93
5390	Graphic & Drafting Supplies	Citi Cards	40.83
5500	Subdivision Notification	Citi Cards	39.68
5330	Dues & Subscriptions	Lethbridge Herald	20.00
5330	Dues & Subscriptions	Claresholm Local Press	30.00
5330	Dues & Subscriptions	Brooks & County Chronicle	85.80
5380	Printing & Printing Supplies	Lethbridge Mobile Shredding	21.00
5380	Printing & Printing Supplies	Corporate Express	177.17
5440	Land Titles Office	Alberta Registries	478.00
5460	Public Relations	1 st Place Engravings	22.25
5475	GIS Computer Software	ESRI Canada	375.00
5500	Subdivision Notification	Claresholm Local Press	112.00
5500	Subdivision Notification	Metro Associates	4,087.68
5500	Subdivision Notification	Lethbridge Herald	564.20
5500	Subdivision Notification	Corporate Express	1,341.18
5570	Equipment Repairs & Maint	Lethbridge Document Solutions	319.00
5580	Equipment & Furniture Rental	Xerox	1,246.66
5590	Equipment & Furniture Purchase ...	Desk 'N File Office Furniture	13,490.00
5590	Equipment & Furniture Purchase ...	Desk 'N File Office Furniture	5,512.00
1160	GST Receivable	GST Receivable	5,082.26

TOTAL: \$113,246.68

Moved by: Dick Fenton

THAT the Executive Committee approves the Office Accounts of April 2009 (\$32,062.37) and May 2009 (\$113,246.68), as presented, with information to follow on the three U.S. dollar Mastercard purchases. **CARRIED**

6. DIRECTOR'S REPORT

- Lenze will be on vacation July 16 - August 4.
- Visits to member municipalities are continuing.

Moved by:

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

7. EXECUTIVE REPORT

8. ADJOURNMENT

Moved by: Gordon Wolstenholme

THAT, we adjourn the regular meeting of the Executive Committee of the Oldman River Regional Services Commission at 4:10 p.m.

CARRIED

/bj

CHAIR: _____



Royal Canadian
Mounted Police

Gendarmerie royale
du Canada

Security Classification/Designation
Classification/désignation sécuritaire

Town of Claresholm
MD of Willow Creek
Town of Stavely

Your File - Votre référence

Our File - Notre référence

Claresholm RCMP Detachment
Box 1209
Claresholm, Alberta
T0L 0T0

Date

September 9, 2009

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

Dear Sir,

1. Claresholm Detachment dealt with 231 occurrences in the month of August. In addition to the statistics supplied on the attached pages members also wrote 65 traffic tickets on the highways and streets in our Detachment area.
2. We had no serious or significant criminal activity during the month of August. We continue to receive a large volume of complaints regarding traffic on the # 2 Highway and continue to focus our some of our enforcement energy there. Another trend which has developed and consumes considerable time and energy is 911 Hang up calls. Often these come from cell phones and are difficult to track down. In all 24 instances this past month these were mis-dialed. I am pleased to report that the Citizens on Patrol Group appear to have gotten themselves established and are currently ironing out some details before starting their patrols.
3. Our District Officer, Supt. Peter Clark is transferring from Calgary. He is going to be replaced by Insp John Cantafio who will take charge of the Southern Alberta District.
4. Please find attached a statistical breakdown for our calls for service for the month of August. If you have any questions or concerns please give me a call.
5. We are currently still in the process of completing our Grant application for a full time School Resource Officer. We will still require a commitment from each of the partners, and I sent a letter out in this regard last month. Please advise whether or not you are still in a position to support this initiative by letter as soon as possible.

Yours truly,

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

Canada

RCMP GRC 2823 (2002-11) WPT

Page 1 of/de 2

Occurrence Stats (All Violations)

Special Unit: k2174

All codes

Mayor's Report

From 2009/08/01 to 2009/08/31

Violation group - Traffic Offences - Traffic Accidents				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9930 0020 Traffic Collision(s) - Non - Fatal Injury	5	0	5	2	3	100.0%
9930 0030 Traffic Collision(s) - Property Damage - Reportable	17	0	17	2	12	82.4%
9930 0040 Traffic Collision(s) - Property Damage - Non - Reportab...	2	0	2	0	2	100.0%
	24	0	24	4	17	87.5%

Violation group - Traffic Offences - Provincial Traffic Offences				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9510 0010 Fail to Stop or Remain at Accident Scene (Provincial/Te...	1	0	1	0	0	0.0%
9520 0020 Driving without Due Care or Attention (Provincial/Terri...	1	0	1	1	0	100.0%
9530 0010 Driving While Disqualified or License Suspension (Provi...	2	0	2	2	0	100.0%
9900 0020 Moving Traffic - Intersection Related Violations - Prov...	3	0	3	1	1	66.7%
9900 0030 Moving Traffic - Speeding Violations - Provincial/Terri...	4	0	4	0	2	50.0%
9900 0040 Other Moving Traffic Violations - Provincial/Territoria...	25	0	25	3	6	36.0%
9900 0070 Other Non-Moving Traffic - Provincial/Territorial	2	0	2	1	0	50.0%
9910 0010 Roadside Suspensions - alcohol related - No grounds to ...	5	0	5	0	5	100.0%
9910 0015 Roadside Suspensions - drug related - No grounds to cha...	1	0	1	1	0	100.0%
9910 0030 Drivers Licence Suspensions - By Police	1	0	1	0	1	100.0%
	45	0	45	9	15	53.3%

Violation group - Traffic Offences - Other Criminal Code Traffic Offences				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9310 0030 Failure to stop or remain - property damaged	1	0	1	1	0	100.0%
	1	0	1	1	0	100.0%

Violation group - Traffic offences - Impaired Operation Related Offences				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9230 0010 Impaired Operation (by Alcohol) of Motor Vehicle	4	0	4	4	0	100.0%
9230 0030 Impaired Care & Control (by Alcohol) of Motor Vehicle	1	0	1	1	0	100.0%
9235 0010 Impaired Operation (by a Drug) of Motor Vehicle	1	1	0	0	0	0.0%
	6	1	5	5	0	100.0%

Violation group - Traffic offences - Dangerous Operation of Motor Veh./Vessel/Aircraft				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9130 0010 Dangerous operation of Motor Vehicle	1	0	1	1	0	100.0%
	1	0	1	1	0	100.0%

Violation group - Provincial Statutes {except traffic}				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
7300 0080 Litter Act - Offences Only	1	0	1	0	1	100.0%
7300 0130 Provincial/Territorial Environmental Legislation - Offe...	1	0	1	0	1	100.0%

Occurrence Stats (All Violations)

Special Unit: k2174

All codes

Mayor's Report
From 2009/08/01 to 2009/08/31

Violation group - Provincial Statutes {except traffic}				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8840 0281 Liquor Act (Provincial/Territorial) - Other Activities	2	0	2	0	2	100.0%
8840 0297 Coroner's Act - Sudden Death	1	0	1	0	1	100.0%
8840 0301 Dog Act - Other Activities	1	0	1	0	1	100.0%
8840 0306 Family Relations Act - Other Activities	8	0	8	0	6	75.0%
8840 0336 Mental Health Act - Other Activities	3	1	2	0	2	100.0%
8840 0341 911 Act - Other Activities	24	0	24	0	13	54.2%
	41	1	40	0	27	67.5%
Violation group - Provincial Statutes - Municipal By-laws				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
9955 0010 Municipal Bylaws - Other	5	0	5	0	5	100.0%
	5	0	5	0	5	100.0%
Violation group - Other Criminal Code - Other Criminal Code				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
3430 0010 Disturbing the peace	8	1	7	0	2	28.6%
3520 0010 Fail to comply probation order	2	0	2	1	1	100.0%
3530 0020 Harassing phone calls	3	2	1	0	1	100.0%
8550 0140 Breach of Peace	3	0	3	0	3	100.0%
	16	3	13	1	7	61.5%
Violation group - Other Criminal Code - Offensive Weapons				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
3375 0050 Unauthorized possession of a firearm/prohibited weapon ...	1	0	1	0	0	0.0%
3385 0010 Pointing a firearm	1	0	1	0	0	0.0%
	2	0	2	0	0	0.0%
Violation group - Other Criminal Code - Corruption				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
3730 0110 Disobeying order of court	1	0	1	1	0	100.0%
	1	0	1	1	0	100.0%
Violation group - National Survey Codes				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8999 3057 Prisoners Held	5	0	5	2	3	100.0%
8999 3058 Prisoners Escorted	0	0	0	1	0	0.0%
8999 3062 Alcohol Abuse / Use Involved	7	0	7	1	6	100.0%
8999 3063 Drug Abuse / Use other than alcohol involved	2	0	2	0	2	100.0%
	14	0	14	4	11	107.1%

Occurrence Stats (All Violations)

Special Unit: k2174
All codes

Mayor's Report
From 2009/08/01 to 2009/08/31

Violation group - Economic Crime - Major Fraud and Theft				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2140 0011 Other theft under \$5000 334(b) CC	5	1	4	0	2	50.0%
2160 0075 Fraud (money/property/security) less than or equal to \$...	1	0	1	0	0	0.0%
2160 0210 Obtaining credit by fraud	1	0	1	0	0	0.0%
	7	1	6	0	2	33.3%
Violation group - Drug Enforcement - Possession				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
4140 0050 Possession Schedule VIII Cannabis Marihuana - 30 grams ...	1	0	1	1	0	100.0%
	1	0	1	1	0	100.0%
Violation group - Crimes Against the Person - Robbery/Extortion/Harassment/Threats				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
1610 0010 Robbery - with Firearm	0	0	0	1	0	0.0%
1627 0010 Uttering threats against a person	1	0	1	1	0	100.0%
	1	0	1	2	0	200.0%
Violation group - Crimes Against the Person - Assaults {excluding sexual assaults}				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
1420 0010 Assault With Weapon or Causing Bodily Harm	1	0	1	1	0	100.0%
1430 0010 Assault	5	0	5	4	1	100.0%
	6	0	6	5	1	100.0%
Violation group - Crimes Against Property - Theft under \$5000.00				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2140 0070 Theft under or equal to \$5000 - Shoplifting 334(b) CC	1	0	1	0	1	100.0%
2142 0011 Theft under or equal to \$5000 From a motor vehicle 334(...	3	0	3	0	0	0.0%
	4	0	4	0	1	25.0%
Violation group - Crimes Against Property - Theft over \$5000.00				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2131 0041 Theft of other motor vehicle over \$5000	1	0	1	0	0	0.0%
	1	0	1	0	0	0.0%
Violation group - Crimes Against Property - Mischief				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2174 0010 Mischief equal to or under \$5,000 - Damage to, or Obstr...	10	2	8	1	2	37.5%
	10	2	8	1	2	37.5%

Occurrence Stats (All Violations)

Special Unit: k2174
All codes

Mayor's Report
From 2009/08/01 to 2009/08/31

Violation group - Crimes Against Property - Break and Enter				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
2120 0010 Break and Enter - Business	1	0	1	0	0	0.0%
	1	0	1	0	0	0.0%
Violation group - Common Police Activities - Related Police Activities				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8550 0020 Abandoned Vehicles	1	0	1	0	1	100.0%
8550 0030 Suspicious Person/ Vehicle/ Property	19	1	18	0	14	77.8%
8550 0040 Animal Calls	4	0	4	0	3	75.0%
8550 0050 False Alarms	11	0	11	0	7	63.6%
8550 0060 Items Lost/Found - except passports	3	0	3	0	3	100.0%
	38	1	37	0	28	75.7%
Violation group - Common Police Activities - Information Files				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8535 0010 Information Files	1	0	1	0	0	0.0%
	1	0	1	0	0	0.0%
Violation group - Common Police Activities - Assistance to General Public				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8550 0080 Person Reported Missing	1	0	1	0	1	100.0%
8550 0090 Property Check	2	0	2	0	2	100.0%
8550 0101 Request to locate individual	1	0	1	0	1	100.0%
	4	0	4	0	4	100.0%
Violation group - Common Police Activities - Assistance Files				Clearance		
	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
8545 0100 Assistance to RCMP PIRS Agency	1	0	1	0	0	0.0%
	1	0	1	0	0	0.0%
Totals	Reported	Unfounded	Actual	By Charge	Otherwise	Rate
	231	9	222	35	120	69.8%

Claresholm & District Chamber of Commerce

Meeting Minutes

June 16, 2009

Call to order

Russell Sawatzky - President called to order the regular meeting of the Claresholm & District Chamber of Commerce at 12:10 on June 16, 2009 at The Claresholm Golf Clubhouse

Approval of Agenda

Dave Moore moved the approval of the agenda, with the following additions: Garden Soul ~ 3/50 : Physician Recruitment ; Green Demolition ; Communities in Bloom; Special meeting date July 21, 2009; Fair Booklet Ad, Michelle Day Second

Approval of minutes from last meeting

Glen Alm moved approval of the minutes of the April meeting, Carmelle Steel second. Carried

Financial

Linda moved the treasurer's report as read with a bank balance as at May 30, 2009

General Account	\$ 6,401.77
Trade Fair Account	3,002.30
Beautification Acct	1,766.84

Carmelle Steel Second.

Committee/Program Report

Town Report ~ The Town is looking for volunteers to help with Canada Day and Fair Days. If you have some time please contact Shirley Isaacson . This year the theme of Fair Days I "Celebrating Claresholm Health Services"

The water line to Granum is still progressing

MD report ~ Parks are now open to the public. North of the Lodge the pavement has been dug up and redone.

Website – to be updated

Fund Raising Committee –

Carmelle Steel ~ Golf Tournament is July 28 with a tee off time is 1:00 . Fees are \$45 /member, \$60 non member. Golf, supper, random prizes and a grand prize of flat screen TVs are included in the fees.

Michelle Day – update to Downtown Cleanup ~ the last cleanup they concentrated on the area from Max Convenience store & Sobeys to Amundsen Park. They collect approximately 1 to 2 bags each time. Claresholm Corner Owners have been contacted and owners are receptive to putting a metal fence to enclose the transformer area. She reported that there seems to be a lot of vandalism in the downtown area and Citizens on Patrol are not organized in the Town yet. Suggestions were to light up your place at night. Next Friday at 2:00 pm they will meet once again. Roxanne Thompson added that the garbage dumpster in the back alley of the Claresholm Corner seems to be a problem area. And perhaps should be moved.

A suggestion from a local artist wanting approval to paint in the park during September. More on this is forthcoming.

Roxanne suggested that the Citizen of the Year should ride in the parade.

Summer Solstice ~ the evening fro 5:30 to 10:30 hosted by the Chamber will have a live band, Beer Gardens, Taco in a Bag, Chips & Salsa. For the kids Pictures on a Donkey. Kidsport will be there as well

Greg and Marjory where present at the meeting to present an idea, create awareness and help support small businesses. This project is called 3/50; if you want a business to survive then visit that business 3 times per month and spend \$50. People have a powerful action in every purchase they make to save your local economy.

October 28 is a Small Business Conference

Physician Recruitment – Michelle Day reported that Tova Mifflin will deliver a welcome basket for any physician that will be here for 3 months as well as a Town EDC basket. A female doctor is moving here from England about Sept 1.

Green Demolition ~ Bernie reported that care should be taken with recycling of materials. He noted that the Shell station on the south end of Town had been demolished and wondered if all of the materials ended up in the landfill. Okotoks landfill has a building which holds recyclables. The MD of Willow Creek is looking into a project that will make energy from garbage that we are presently burying. This is still a few years away. Bernie moved to that the Chamber draft a letter to the Town council is subject to a new Green bylaw.

Fair Booklet ~ Carmelle moved that we once again have a full page ad cost of \$185. Arnold second. Carried

Correspondence

~ Performance Issues for Staff brochure

~ Insurance for Board of Directors for Chamber events \$500 annual fee ~ Glen Alm moved, Tim second to apply for the events insurance Carried

~ Group Insurance cost would be \$177

Michelle moved to adjourn,

Minutes submitted by: Linda Brooks

Minutes approved by:

Claresholm & District Chamber of Commerce

Meeting Minutes

July 22, 2009
Special Meeting

Call to order

Russell Sawatzky - President called to order the special meeting of the Claresholm & District Chamber of Commerce at 12:10 on July 22, 2009 at The Claresholm Golf Clubhouse. Arnold McCauley introduced the Communities in Bloom Judges ~ Denise Longhurst from Banff and Linda Tomlinson from Rocky Mountain House. 20 members and guests were present

Financial

Linda moved the treasurer's report as read with a profit of \$1,952.01 from the Summer Solstice event

Committee/Program Report

Town Report ~ Darryl Sutter, Councilor of the Town reported that the Sewer line in the new development on 8th street is progressing. As well the Town has been approved for Federal funding for the sanitary sewer upgrade. The plan to extend to Mt View Estates in unknown

MD report ~ No report

Website -- no report

Fund Raising Committee -- Volunteers are needed to water the hanging plants. The Judges were very interested in this program and asked how many were ordered this year ~ 30

Golf Tournament ~ Need Golfers. A no skill based tournament. Prizes will be gift certificates , flat screen TVs

Cleanup, Green Up ~ we need to get some volunteers. Downtown Corner, the grate is now in place and the area is painted. The committee is working on placing cans in areas for cigarette butts. Michelle is still distributing the tip pamphlets.

Awards were given out for Businesses that have gone beyond ~

` Iron Rock – Yard beautification

~ Claresholm Local Press – new sidewalk

~ Art Carlson ~ new siding

~ Marilyn Curry ~ outside spruce up

~ Nick Virginello ~ grate & paint Claresholm Corner

~ Motel 6 ~

~ Triple T Trucking

New Project ~ Beer Gardens for Fair Days ~ Saturday 5 – 9 ~ Shane Chism will entertain
~ need volunteers

Arnold McCauley spoke to the group about a project called “Yahoo for Your Yard”
Individuals had to nominate themselves or someone can nominate them. Prizes awarded
were for;

Best Balcony

Best container

Most attractive Commercial site

Gift bags were given out for the Judges

Michelle moved to adjourn,

Minutes submitted by: Linda Brooks

Minutes approved by:



NEWS RELEASE

FOR IMMEDIATE RELEASE:

SouthGrow Celebrating Creating Opportunities ...

Lethbridge, September 12, 2009 – SouthGrow Regional Initiative announces its third annual "Celebration of Creating Opportunities ..." Awards with a call for nominations. In SouthGrow's endeavor to recognize success and reward the efforts made towards developing the local and regional economies, SouthGrow Regional Initiative will be honouring individuals/organizations/agencies/municipalities/businesses through the "Celebration of Creating Opportunities ..." Awards. Winners will be announced at the third annual "Celebration of Creating Opportunities ..." Awards Ceremony to take place on January 21, 2010. Nominations are sought in the following categories:

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

Between September 8th and November 30, 2009, residents of and organizations in member municipalities are encouraged to nominate best examples of individuals/organizations/agencies/municipalities/businesses in the SouthGrow Regional Initiative area. **Self-nominations are encouraged.** All nominees will be listed on SouthGrow Regional Initiative's website. **A team of three judges, consisting of partner agency and industry representatives from outside the region as well as from within the region, will review all submissions.** In addition to receiving a special "SouthGrowN Award", the top two nominees in each category will be featured as SouthGrow's "Success Stories" and will be included on the website as well as in the investment attraction packages as part of SouthGrow's marketing campaign positioning the area as an excellent place to live and do business.

Sandra Nelson, Chair of the Marketing and Communications Committee, noted that "SouthGrow Regional Initiative is an excellent place to live and do business and there are countless examples of individuals, organizations and communities working to attract investment, develop the local and regional economy and develop innovative products, processes and programs. We want to showcase the diversity and excellence in the region by celebrating the creation of these opportunities." SouthGrow Regional Initiative's Marketing and Communications Committee promotes SouthGrow Regional Initiative as an effective alliance for economic development and encourages those interested to go to www.southgrow.com/nominate to get the nomination form and information on the selection criteria and process.

For more information, contact:

*Sandra Nelson, Chair
SouthGrow Regional Initiative
Phone: 403-394-0615
Fax: 403-381-5741
E-mail: info@southgrow.com*

or

*Linda Erickson, Lethbridge Director,
Alberta Finance and Enterprise
Phone: 403-381-5414
Fax: 403-381-5741
E-mail: Linda.erickson@gov.ab.ca*

About SouthGrow Regional Initiative:

SouthGrow Regional Initiative was formed in 2003 and is a member-driven, non-profit regional economic development alliance for south central Alberta, encompassing twenty-seven communities with a total population of about 150,000. SouthGrow's mission is to encourage regional collaborations, focus on regional economic development issues and ensure the southwest region has equal opportunity for growth and development within Alberta's global possibilities. The Chair of SouthGrow Regional Initiative is Sandra Nelson.

Alberta SouthWest Regional Alliance (AlbertaSW)

Invites you to be our guest!

Two entertaining presentations
featuring

David Beurle

Innovative Leadership Australia
Drummoynes, Australia

Tuesday October 13, 2009

**Ramada Inn
Pincher Creek**



1:30 pm to 4:30 pm

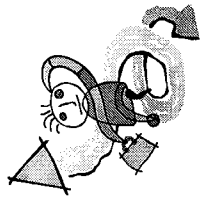
- ❖ **The Futures Game – Creating a Powerful Future**
 - Learn the dynamics of decision-making and leadership in building a powerful community and regional future
- 6:30 pm to 9:00 pm
- ❖ **Creating Thriving Rural Communities in Today's World**
 - An informative presentation featuring case studies of successful rural communities from Australia and USA
 - Ideas for the role of tourism in rural community economic development.

This event is sponsored by AlbertaSW

You may attend one or both sessions

Please RSVP before October 7, 2009 to

**Maureen Webster at
403-627-1165
maureen.webster@gov.ab.ca**



The Futures Game explores how regional and local decisions shape our economic, environmental, and community well-being. Participants gain the experience of making decisions about contemporary issues that affect our communities and region and gain experience using a “future building” tool.

How ‘The Futures Game’ works

Each team starts with a base map depicting a hypothetical region, including small towns, a variety of land uses, and a mix of businesses. At each of five stages (the years 2010, 2012, 2015, 2020 and 2030), participants are presented with a particular situation and asked to choose between two critical options. Teams are also given a set of global events to consider in their choices.

After each stage, teams receive a new map depicting the impact of their decision on regional land-use and condition, town populations, and the economy. By the game’s end point in 2030, each team has charted a course for the future reflecting the decisions they’ve made.

The game takes a multifaceted and integrated view of the future, allowing people to explore a range of plausible outcomes. The choices about people and place can have significant and sometimes unexpected long-term consequences on the region and its communities. Decisions that seem sensible in the short-term may play out in unpredictable ways over time!

David Beurle holds a firm conviction that the future of rural and regional areas lies in the hands of the local people. He created Innovative Leadership Australia with the mission of bringing the tools and skills to the people who care the most - the people who choose to make rural towns, centers and regions their home.

