



TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
JANUARY 11, 2009
AGENDA

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

CALL TO ORDER

AGENDA: ADOPTION OF AGENDA

MINUTES: REGULAR MEETING MINUTES DECEMBER 16, 2009

FINANCES: NOVEMBER 2009 BANK STATEMENT

DELEGATIONS: 1. ALTALINK – Kevin Strangway & Mark Johns

2. CLARESHOLM ANIMAL RESCUE SOCIETY (CAREs)

ACTION ITEMS:

1. BYLAW #1537 – Municipal Emergency Management Agency
RE: 1st Reading
2. BYLAW #1538 – Borrowing
RE: 1st Reading
3. DELEGATION RESPONSE: Willow Creek Recycling & Bottle Depot
RE: Contract Renewal
4. CORRES: Hon. Ray Danyluk, Minister of Municipal Affairs
RE: Municipal Sustainability Initiative (MSI)
5. CORRES: Hon. Ray Danyluk, Minister of Municipal Affairs
RE: Municipal Sponsorship Program
6. CORRES: Cicon Engineering
RE: South Sanitary Sewer
7. CORRES: ATB Financial
RE: New Requirements for Electronic Funds Transfer
8. CORRES: Municipal District of Willow Creek
RE: Joint Economic Development Initiative
9. CORRES: Claresholm & District Transportation Society
RE: Letter of Support
10. CORRES: Claresholm Physician Recruitment & Retention Committee
RE: Funding Commitment for 2010
11. Southern Alberta Library Conference – Councillor Sutter
12. CORRES: Claresholm Museum Board
RE: Grant Application
13. Corporate Sponsorship of Town Owned Assets – Councillor Moore
14. Protection Services at the Hospitals in Claresholm – Councillor Quayle
15. 2010 OPERATING INTERIM BUDGET
16. DEVELOPMENT AGREEMENT – Harvest Square Subdivision
17. ADOPTION OF INFORMATION ITEMS
18. IN CAMERA - PERSONNEL

INFORMATION ITEMS:

1. Cheque Listing for Accounts Payable – December 2009
2. West Meadow Elementary Principal's Update – December 14, 2009
3. West Meadow Elementary News – January 2010
4. Livingstone Range School Division Board Highlights – December 8, 2009
5. SouthGrow Regional Initiative – Letter to Frontier Western Shop
6. SouthGrow Regional Initiative – Letter to Chinook Arch Regional Library System
7. Olympic News for Parents – January 8, 2010

ADJOURNMENT:



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING MINUTES
DECEMBER 16, 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 and Daryl Sutter; Chief Administrative Officer: Kris Holbeck; Secretary-Treasurer: Karine Wilhauk

ABSENT: Councillor Connie Quayle

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

CARRIED

MINUTES: REGULAR MEETING – NOVEMBER 23, 2009

Moved by Councillor Sutter that the Regular Meeting Minutes of November 23, 2009 be accepted as presented.

CARRIED

FINANCES: OCTOBER 2009 BANK STATEMENT

Moved by Councillor Leonard to accept the October 2009 bank statement as presented.

CARRIED

DELEGATIONS: COMMUNITY FUTURES

Mr. Tony Walker, General Manager of Community Futures Alberta Southwest, which was formerly known as Southwest Alberta Business Development Institute (SWABDI), spoke to Council about their programs. They are based in Pincher Creek, and it is "a non-profit organization guided by a volunteer board of directors and staffed with business professionals, actively engaged in developing and implementing community economic development strategies in Southwest Alberta."

ACTION ITEMS:

**1. BYLAW #1535 – Harvest Square Area Structure Plan
RE: 2nd & 3rd Readings**

Moved by Councillor MacPherson to give Bylaw #1535, regarding the Harvest Square Area Structure Plan, 2nd Reading.

CARRIED

Moved by Councillor Moore to give Bylaw #1535, regarding the Harvest Square Area Structure Plan, 3rd and Final Reading.

CARRIED

**2. BYLAW #1536 – Prairie Shores Area Structure Plan
RE: 1st Reading**

Moved by Councillor Leonard to give Bylaw #1536, regarding the Prairie Shores Area Structure Plan, 1st Reading.

CARRIED

**3. CORRES: Hon. Ray Danyluk, Minister of Municipal Affairs
RE: Municipal Sponsorship Program (MSP)**

Received for information.

**4. CORRES: Hon. Ray Danyluk, Minister of Municipal Affairs
RE: Regional Consultation Sessions**

Received for information.

**5. CORRES: Hon. Ray Danyluk, Minister of Municipal Affairs
RE: Emergency Management Training**

Received for information.

**6. CORRES: Alberta Transportation
RE: Alberta Municipal Water/Wastewater Partnership**

Received for information.

7. CORRES: Hon. Luke Ouellette, Minister of Transportation
RE: Canada-Alberta Infrastructure Stimulus Fund

Received for information.

8. CORRES: Alberta Agriculture & Rural Development
RE: Rat Control Program – Duty of Local Authority

Received for information.

9. SouthGrow Regional Initiative
RE: Community Support Declaration

Moved by Councillor Sutter to approve SouthGrow Regional Initiative's Community Support Declaration as presented.

CARRIED

10. Southern Alberta Transmission Reinforcement Project – Mayor Steel

Moved by Councillor Leonard that the Town of Claresholm formally oppose any project that will increase the size, scope and/or proximity of the existing transmission line west of Town, on the grounds that any such project completely contravenes the Town's growth strategy as documented in the Municipal Development Plan (MDP) and would devastate the future growth and development of our community.

CARRIED

Moved by Councillor MacPherson to invite Altalink Community Stakeholder representatives to come to a regular Town Council meeting to discuss the South Foothills Transmission project.

CARRIED

Moved by Councillor Sutter to invite our MLA, Evan Berger, to the regular Council meeting when Altalink Community stakeholder representatives are present to discuss the South Foothills Transmission Project.

CARRIED

11. CORRES: Town of Fort Macleod
RE: Delegation to Edmonton

Received for information.

12. CORRES: Summer Places Ltd.
RE: 28 Saskatchewan Crescent, Lot 3

Moved by Councillor Isaacson to give Summer Places Ltd. a nine month extension on the expired building commitment date of September 2, 2009 to June 2, 2010, in the offer to purchase of Lot 16, Block 3, Plan 0514376.

CARRIED

13. CORRES: Claresholm Animal Rescue Society (CAREs)
RE: Letter of Support for Grant Application

Moved by Councillor Sutter to write a letter for the Claresholm Animal Rescue Society's grant application for the Community Initiatives Program.

CARRIED

14. CORRES: Arden Dubnewick
RE: Board Member for Claresholm Library Board

Moved by Councillor MacPherson to appoint Arden Dubnewick to the Claresholm Library Board.

CARRIED

15. Property Tax Exemption Application – Claresholm Golf Club

Moved by Councillor Moore to accept the Property Tax Exemption Application for the Claresholm Golf Club for the taxation year 2010.

CARRIED

16. Property Tax Exemption Application – Prairie Winds Clubhouse

Moved by Councillor MacPherson to accept the Property Tax Exemption Application for the Prairie Winds Clubhouse for the taxation year 2010.

CARRIED

17. Museum Donation Approval – Councillor MacPherson

RE: Antique Tractor

Moved by Councillor MacPherson to accept the donation of an antique tractor to the Claresholm Museum and allow it to be displayed outside.

CARRIED

18. CAO Request to Attend Annual Local Government Administrator's Conference

Moved by Councillor Isaacson to accept the CAO's request to attend the Annual Local Government Administrator's Conference from March 17-19, 2010.

CARRIED

19. DELEGATION RESPONSE: Willow Creek Recycling & Bottle Depot

RE: Contract Renewal

Referred back to committee.

20. CAPITAL PROJECTS FOR BUDGET DISCUSSION 2010 – 2012

Received for information.

21. ADOPTION OF INFORMATION ITEMS

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

CARRIED

22. IN CAMERA – LEGAL

Moved by Councillor MacPherson that this meeting go In Camera.

CARRIED

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

CARRIED

ADJOURNMENT: Moved by Councillor Moore that this meeting adjourn.

CARRIED

Mayor – Rob Steel

Chief Administrative Officer – Kris Holbeck, CA

**TOWN OF CLARESHOLM
NOVEMBER 2009 BANK STATEMENT**

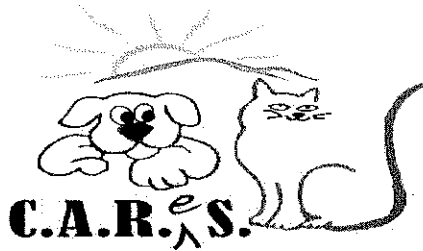
RECONCILED BALANCE OCTOBER 31, 2009			\$155,323.64
DEPOSITS TO BANK	DEBITS	CREDITS	BALANCE
RECEIPTS FOR MONTH	\$554,831.08		
REVOLVING LOAN RECEIVED	0.00		
CURRENT ACCOUNT INTEREST	4.87		
GIC REDEEMED	0.00		
US EXCHANGE	0.00		
TRANSFERS FROM T-BILLS	860,523.37		
SUBTOTAL	\$1,415,359.32		
CHARGES TO ACCOUNT			
ACCOUNTS PAYABLE		\$1,380,208.50	
PAYROLL CHARGES		95,023.75	
INTEREST ON REVOLVING LOAN		0.00	
REVOLVING LOAN PAID		0.00	
LOAN PAYMENTS		0.00	
MASTERCARD PAYMENT		5,502.15	
TRANSFERS TO T-BILLS / GIC PURCHASE		32,093.05	
NSF CHEQUES		464.47	
SERVICE CHARGES		109.68	
SCHOOL FOUNDATION PAYMENT		0.00	
SUBTOTAL		\$1,513,401.60	
NET BALANCE AT END OF MONTH			\$57,281.36
BANK RECONCILIATION			
BALANCE PER BANK	72,994.91		
PLUS OUTSTANDING DEPOSITS	5,094.88		
LESS OUTSTANDING CHEQUES		-20,808.43	
RECONCILED BALANCE NOVEMBER 30, 2009			\$57,281.36
OTHER BALANCES:			
EXTERNALLY RES GIC'S & T-BILLS	\$3,086,271.80		
NON-RESTRICTED GIC'S & T-BILLS	\$2,447,051.37		
PARKING RESERVE	\$3,557.51		
WALKING PATHS RESERVE	\$1,926.40		
OFFSITE LEVY RESERVE	\$58,167.01		
SUBDIVISION RESERVE	\$35,527.65		
REVOLVING LOAN BALANCE		\$0.00	

SUBMITTED TO TOWN COUNCIL THIS 11TH DAY OF JANUARY 2010

MAYOR

SECRETARY-TREASURER

DELEGATIONS



January 8, 2010

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

We would like to attend the January 11, 2010 Council meeting as a delegation and show a power point presentation on what the Claresholm Animal Rescue Society accomplished in 2009 and where we are headed in the future.

We are hoping the Town of Claresholm will continue to pledge their support for our efforts via grant funding for the 2010 year so we can continue with our mission of taking care of stray and abandoned animals in our community.

Yours truly,

Claresholm Animal Rescue Society Executive

**Claresholm Animal Rescue Society Box 2579, Claresholm, AB T0L-0T0
Phone # 403-489-LOST (5678)**

ACTION ITEMS



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1538**

WHEREAS the Council of the Town of Claresholm (hereinafter called the "Corporation") in the Province of Alberta, considers it necessary to borrow certain sums of money for the purpose of meeting operating expenditures;

NOW THEREFORE pursuant to the provisions of the Municipal Government Act, it is hereby enacted by the Council of the Corporation as a Bylaw that:

1. The Corporation borrow from Alberta Treasury Branches ("ATB") up to the principal sum of \$550,000.00 repayable upon demand at a rate of interest per annum not to exceed the Prime Lending Rate plus 0.2% from time to time established by ATB, and such interest will be calculated daily and due and payable monthly on the last day of each and every month.
2. The Chief Elected Officer ("CEO") and Chief Administrative Officer ("CAO") are authorized for and on behalf of the Corporation:
 - a. To apply to ATB for the aforesaid loan to the Corporation and to arrange with ATB the amount, terms and conditions of the loan and security or securities to be given to ATB;
 - b. As security for any money borrowed from ATB:
 - i. To execute promissory notes and other negotiable instruments or evidences of debt for such loans and renewals of all such promissory notes and other negotiable instruments or evidences of debts;
 - ii. To give or furnish to ATB all such securities and promises as ATB may require to secure repayment of such loans and interest thereon; and
 - iii. To execute all security agreements, hypothecations, debentures, charges, pledges, conveyances, assignments and transfers to and in favour of ATB of all or any property, real or personal, moveable or immovable, now or hereafter owned by the Corporation or in which the Corporation may have any interest, and any other documents or contracts necessary to give or to furnish to ATB the security or securities required by it.
3. The source or sources of money to be used to repay the principal and interest owing under the borrowing from ATB are:

Taxes, reserves, grants, etc.
4. The amount to be borrowed and the term of the loan will not exceed any restrictions set forth in the Municipal Government Act.
5. In the event that the Municipal Government Act permits extension of the term of the loan and in the event the Council of the Corporation decides to extend the loan and ATB is prepared to extend the loan, any renewal or extension, bill, debenture, promissory note, or other obligation executed by the officers designated in paragraph 2 hereof and delivered to ATB will be valid and conclusive proof as against the Corporation of the decision of the Council to extend the loan in accordance with the terms of such renewal or extension, bill, debenture, promissory note or other obligation, and ATB will not be bound to inquire into the authority of such officers to execute and deliver any such renewal, extension document or security.
6. This Bylaw comes into force on the final passing thereof.
7. Bylaw #1527 is hereby rescinded.

Read a first time in Council this day of 2010 A.D.

Read a second time in Council this day of 2010 A.D.

Read a third time in Council and finally passed in Council this day of 2010 A.D.

Rob Steel, Mayor

Kris Holbeck, CAO

Memo

To: Kris Holbeck – Town of Claresholm

From: C.S. (Kit) Russell

115-49 Ave. West
P.O. Box 640,
Claresholm, AB
T0L 0T0

PH: (403) 625-4487
Fax: (403) 625-4453

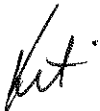
CC:

Date: 12/8/2009

Re: Annual borrowing Bylaw

Kris, I'm enclosing the Borrowing bylaw for the 2010 calendar year. The bylaw is for \$550,000 and represents \$450K for the operating loan, \$20K for the Master card and \$80 for the EFT limit, (While the EFT limit is not technically a borrowing because we pay the funds out before we collect them from our customers they have the potential become a borrowing.

Despite the date in the enclosed letter, would you please provide me with a copy of the passed bylaws as soon as possible. Thanks in advance, and if you do have any questions give me a call on my direct line 403-625-4487



C.S. (Kit) Russell

PO Box 640
115 – 29th Ave W.
Claresholm, AB
T0L 0T0

December 8th 2009

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

Dear Kris:

Re: Loan #793-1005960-90 – Municipal Revolving Line of Credit

The loan noted above will expire December 31, 2009. In order for us to review the account and prepare an application for renewal of the loan, we require some updated financial information.

Please provide us with a copy of the Interim Budget for 2010. If this is not available, please provide our office with a letter confirming that the 2010 budget will be balanced..

In order to maintain the above facility, we also require a new borrowing bylaw for 2010. We have attached Form 7115 – Municipal Borrowing Bylaw to be completed and executed by the appropriate individuals.

Upon completion of the required information, please contact us for an appointment to discuss renewal of the loan, as well as any further financing requirements you anticipate.

We appreciate your business and look forward to receipt of the required information on or before Dec 31, 2010.

Yours truly,



Kit Russell
Branch Manager

ATB Financial[®]
Where there's a way



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1537**

A Bylaw of the **Town of Claresholm** to establish a **Municipal Emergency Management Agency**.

WHEREAS, under the authority of the Municipal Government of Alberta, being Chapter M-26 of the Revised Statutes of Alberta, R.S.A. 2000 and amendments thereto, the Council of a municipality may pass bylaws for the direction and control of its emergency response;

AND WHEREAS the Council is required, under the Emergency Management Act, R.S.A. 2000, Chapter E-6.8 to appoint an Emergency Management Committee and to establish and maintain a Municipal Emergency Management Agency; and

AND WHEREAS it is desirable in the public interest, and in the interests of public safety, that such a committee be appointed and such an agency be established and maintained to carry out Council's statutory powers and obligations under the said Emergency Management Act;

AND WHEREAS the Council deems it necessary and appropriate to repeal and replace the existing Municipal Disaster Services Agency Bylaw No. 1478;

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

SECTION 1 TITLE OF BYLAW

- 1.1 This Bylaw may be cited as the **"Municipal Emergency Management Agency Bylaw."**

SECTION 2 DEFINITIONS

- 2.1 In this Bylaw, unless the context otherwise requires:
- a) **"Act"** means the Emergency Management Act, R.S.A. 2000, Chapter E-6.8;
 - b) **"Council"** means the Council of the Town of Claresholm;
 - c) **"Director"** means the Director of Emergency Management;
 - d) **"Disaster"** means an event that has resulted or may result in serious harm to the safety, health or welfare of people, or in widespread damage to property;
 - e) **"Emergency"** means a present or imminent event that requires prompt coordination of action or special regulation of persons or property to protect the health, safety or welfare of people or to limit damage to property;
 - f) **"Emergency Management Committee"** means means a committee of Council appointed by resolution;
 - g) **"Minister"** means the Minister charged with administration of the Act;
 - h) **"Municipal Emergency Management Agency"** means the agency established under this Bylaw;
 - i) **"Municipal Emergency Plan"** means the emergency plan prepared by the Director of Emergency Management to coordinate response to any emergency or disaster; and
 - j) **"Municipal Government Act"** means the *Municipal Government Act*, RSA 2000, Chapter M-26, as amended or replaced from time to time;
 - k) **"Town"** means the municipal corporation of the Town of Claresholm in the Province of Alberta, or the area located within the Town of Claresholm's corporate limits, as the context so requires.

SECTION 3 ESTABLISHMENT OF COMMITTEE AND AGENCY

- 3.1 There is hereby established an Emergency Management Committee to advise Council on the development of emergency plans and programs. This committee will comprise of two (2) members of Council and the Chief Administrative Officer to be appointed by resolution.
- 3.2 There is hereby established a Municipal Emergency Management Agency to act as the agent of the Council to carry out its statutory powers and obligations under the Act. This does not include the power to declare, renew, or terminate a state of local emergency, nor the power contained in Section 4.3 of this Bylaw.
- 3.3 Council shall:
- a) provide for the payment of expenses of the members of the Emergency Management Committee;
 - b) by resolution, on the recommendation of the Emergency Management Committee, appoint a Director of Emergency Management (see attached Schedule "A");
 - c) ensure that emergency plans and programs are prepared to address potential emergencies or disasters in the Town;
 - d) approve the Town of Claresholm's emergency plans and programs; and
 - e) review the status of the Municipal Emergency Plan and related plans and programs at least once a year.
- 3.4 Council may:
- a) by Bylaw, borrow, levy, appropriate and expend, without the consent of the electors, all sums required for the operation of the Municipal Emergency Management Agency;
 - b) enter into agreements with and make payments or grants, or both, to persons or organizations for the provision of services in the development or implementation of emergency plans or programs, including mutual aid plans and programs according to the provisions of the Municipal Government Act; and
 - c) by resolution on the recommendation of the Emergency Management Committee, appoint one or more Deputy Directors of Emergency Services.
- 3.5 The Emergency Management Committee shall:
- a) review the Municipal Emergency Management Plan and related plans and programs on a regular basis;
 - b) advise Council, duly assembled, on the status of the Municipal Emergency Plan and related plans and programs at least once a year; and
 - c) recommend to Council any change to the Municipal Emergency Plan if appropriate.
- 3.6 The Municipal Emergency Management Agency shall be comprised of those people or positions as outlined in Schedule "A" hereto.
- 3.7 The Director of Emergency Management shall:
- a) prepare and coordinate the Municipal Emergency Plan and related plans and programs for the Town of Claresholm;
 - b) act as director of emergency operations or ensure that someone is designated under the Municipal Emergency Plan to so act on behalf of the Municipal Emergency Management Agency;
 - c) coordinate all emergency services and other resources used in an emergency.

SECTION 4 STATE OF LOCAL EMERGENCY

- 4.1 The power to declare or renew a state of local emergency under the Act, the powers specified in Section 4.3 of this Bylaw, and the requirement specified in Section 4.5 of this Bylaw are hereby delegated to the Mayor or Deputy Mayor, or two Councillors acting jointly.

- 4.2 When a state of local emergency is declared, the person or persons making the declaration shall:
- a) ensure that the declaration identifies the nature of the emergency;
 - b) cause the details of the declaration to be published immediately by such means of communication considered most likely to notify the population of the Town; and
 - c) forward a copy of the declaration to the Minister forthwith.
- 4.3 Subject to Section 4.4, when a state of local emergency is declared, the person or persons making the declaration may:
- a) cause the Municipal Emergency Plan or any related plans or programs to be put into operation;
 - b) acquire or utilize any real or personal property considered necessary to prevent, combat or alleviate the effects of an emergency or disaster;
 - c) authorize or require any qualified person to render aid of a type he or she is qualified to provide;
 - d) control or prohibit travel to or from any area of Town;
 - e) provide for the restoration of essential facilities and the distribution of essential supplies;
 - f) cause the evacuation of persons and the removal of personal property from any area of the Town that is or may be affected by a disaster and make arrangements for the adequate care and protection of those persons and personal property;
 - g) authorize the entry into any building or on any land, without warrant, by any person in the course of implementing an emergency plan or program;
 - h) cause the demolition or removal of any trees or structures if the demolition or removal is necessary or appropriate in order to reach the scene of a disaster or to attempt to forestall its occurrence or to combat its progress;
 - i) procure or fix prices for food, clothing, fuel, equipment, medical supplies, or other essential supplies and the use of any property, services, resources or equipment within the Town for the duration of the state of emergency;
 - j) authorize the conscription of person needed to meet an emergency; and
 - k) authorize any persons at any time to exercise, in the operation of the Municipal Emergency Plan and related plans or programs, any power specified in paragraphs (b) through (j) in relation to any part of the Town affected by a declaration of a state of local emergency.
- 4.4 When, in the opinion of the person or persons declaring the state of local emergency, an emergency no longer exists in relation to which the declaration was made, they shall terminate the declaration.
- 4.5 When a declaration of a state of local emergency has been terminated, the person or persons who made the declaration shall cause the details of the termination to be published immediately by such means of communication considered most likely to notify the Town.

SECTION 5 REPEAL OF PREVIOUS BYLAW

- 5.1 Bylaw No. 1478, the "Municipal Disaster Services Agency Bylaw" and any amendments thereto, are hereby repealed.

SECTION 6 PASSAGE OF BYLAW

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

Read a first time in Council this day of 2010 A.D.

Read a second time in Council this day of 2010 A.D.

Read a third time in Council and finally passed in Council this day of 2010 A.D.

Rob Steel, Mayor

Kris Holbeck, CAO

SCHEDULE "A"

Director of Emergency Management	Chief Administrative Officer
Municipal Emergency Management Agency	Chief Administrative Officer Town of Claresholm Fire Chief Town of Claresholm Superintendent Claresholm & District FCSS Director RCMP Sergeant Chinook Emergency Services Livingstone Range School Division, one representative Alberta Health Services, four representatives <ul style="list-style-type: none"> ● Senior Manager, rural south ● Claresholm General Hospital ● Willow Creek Continuing Care Centre ● Claresholm Care Centre Porcupine Hills Lodge, one representative Cottonwood Village, one representative Municipal District of Willow Creek rep (invitation) Alberta Infrastructure and Transportation (invitation)



ALBERTA
MUNICIPAL AFFAIRS

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

Agenda
Jan 11/09

AR43918

December 16, 2009

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

Dear Mayor Steel:

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

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

CAP-496	South Sanitary Sewer Outfall	\$1,064,000
---------	------------------------------	-------------

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

Sincerely,

Ray Danyluk
Minister

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



ALBERTA
MUNICIPAL AFFAIRS

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

*Dec 16
Agenda*

AR44020

November 27, 2009

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

Dear Mayor Steel:

The Municipal Sponsorship Program (MSP) will be offered for 2009.

This program, offered since 1998, is one of many programs the Government of Alberta has to build strong communities.

Your municipality's base grant for the 2009 MSP is \$30,900, based on your 2008 Official Population of 3,700. Program guidelines and application forms will be mailed to each municipality, and chief administrative officers should receive this package soon.

The guidelines and form are also available on the Municipal Affairs website, located at www.municipalaffairs.alberta.ca.

This program helps municipalities with populations of up to 20,000 improve municipal governance or administration, enhance municipal services or service delivery, and increase intermunicipal co-operation. The application deadline for this conditional grant program is January 15, 2010.

Funding bonuses for intermunicipal and/or priority projects remain integral components of this program, and there are no changes to the intermunicipal project bonus or municipalities' base funding formula. The priority project bonus has been adjusted from 60 per cent to 35 per cent. Please refer to the 2009 guidelines for more details on program changes.

Building strong, sustainable communities is a priority for the Government of Alberta.

Sincerely,

Ray Danyluk
Minister

cc: Kris Holbeck, Chief Administrative Officer, Town of Claresholm

MUNICIPAL SPONSORSHIP PROGRAM

2009 Program Guidelines

2009 Municipal Sponsorship Program

Table of Contents

1. PROGRAM HIGHLIGHTS	2
2. GENERAL INFORMATION	2
Is My Municipality Eligible?	3
How Does the Grant Work?	3
What Are the Terms for Using the Grant?	3
3. APPLICATION INFORMATION	3
How Do I Calculate My Municipality's Base Grant Amount?	4
How Many Projects Can My Municipality Participate In?	4
How Can My Municipality Receive Bonus Funding?	4
Intermunicipal Project Bonus	5
Priority Project Bonus	6
Combined Intermunicipal and Priority Project Bonus	7
4. APPLICATION PROCEDURES	8
When Is the Application Deadline?	8
What Is the Application Review Process?	8
When Will My Municipality Be Notified of the Grant Application Decision?	8
What are My Municipality's Reporting and Compliance Requirements?	8
What Happens If My Project Changes?	9
5. CONTACT INFORMATION	10
6. APPENDICES	11
<i>Appendix A: Shared Provincial – Municipal Priority Projects for 2009</i>	11
1. ENERGY EFFICIENCY	11
2. INFRASTRUCTURE MANAGEMENT SYSTEMS	12
3. EMERGENCY SERVICES	13
4. SUSTAINABILITY AND LAND USE PLANNING	14
5. WATER/ WASTEWATER / SOLID WASTE MANAGEMENT SYSTEMS ...	15
6. RECREATION	17
<i>Appendix B: Sample Council Resolution</i>	18

1. PROGRAM HIGHLIGHTS

Alberta Municipal Affairs has incorporated these changes to the 2009 Municipal Sponsorship Program (MSP):

- Expenditures related to ground ambulance services, facilities, equipment, and vehicles are eligible under the 2009 MSP guidelines. Refer to Appendix A for more details.
- The priority project bonus has been adjusted from 60 per cent to 35 per cent.

No other changes have been made to the funding formula. Based on the type of project undertaken, your municipality may be eligible for the following bonus funding (see Section 3):

- an *Intermunicipal Project* bonus in the amount of 35 per cent of your project's base grant; or
- a *Priority Project* bonus in the amount of 35 per cent of your project's base grant; or
- an *Intermunicipal and Priority Project* bonus that is calculated as a 35 per cent intermunicipal bonus on your project's base grant **plus** an additional 35 per cent priority project bonus on the combined base grant and intermunicipal bonus total.

The deadline for submitting applications is **Friday, January 15, 2010.**

Grant funds for approved projects can be used to pay for work done or materials obtained between April 1, 2009 and December 31, 2011.

2. GENERAL INFORMATION

Alberta Municipal Affairs introduced the MSP in 1998. The objective of the MSP is to provide support for projects that:

- improve municipal governance or administration;
- enhance municipal services or service delivery; and/or
- increase intermunicipal co-operation.

The MSP is based on the premise that a municipal council will identify their municipal project needs. The Program will provide financial assistance for these projects through a conditional grant. These Program Guidelines apply to 2009 MSP project applications only. Please use the 2009 Municipal Sponsorship Program application form to apply for 2009 grants.

Is My Municipality Eligible?

Any city, town, village, specialized municipality, municipal district, improvement district, special area, Metis settlement, or summer village with a population between 1 and 20,000 inclusively, based on the 2008 Alberta Municipal Affairs Official Population List, may apply for a grant under the 2009 MSP.

How Does the Grant Work?

All grant funding is conditional and project-based. Grants can be applied to operating or capital expenditures, or both. The choice and definition of the project is up to the applying municipality, but it must be a project and not a list of unrelated items. Any project cost shortfalls or resulting ongoing funding requirements will be the responsibility of the municipality(ies), not the program.

Based on population size, a base grant has been calculated for each eligible municipality. The program also offers bonus funding for projects that are intermunicipal and/or based on a shared municipal-provincial priority, as described in these guidelines.

What Are the Terms for Using the Grant?

Each approved applicant must enter into a Conditional Grant Agreement with Alberta Municipal Affairs regarding the use of the grant before the funds will be released. The terms of the Conditional Grant Agreement include the use of the grant for the approved project only, the eligibility, reporting and accountability requirements, the Minister's right to audit any grant project, and the Minister's right to require a refund of any grant funds not used in accordance with the agreement. Municipalities are required to apply any income earned (which includes interest, capital gains, dividends, etc.) on the approved grant for the project.

The following grant conditions must be met:

- MSP funds may be used to fund the municipal contribution of provincial-municipal or federal-municipal grant programs that require it, unless doing so is prohibited by that program.
- Grant funds for approved projects can be used to pay for work done or materials obtained between April 1, 2009 and December 31, 2011.

It is the ministry's intent to accommodate reasonable project delays and problems where possible. However, failure to comply with the terms of the agreement may result in the municipality having to repay the grant.

3. APPLICATION INFORMATION

The following information is designed to guide municipalities in preparing and submitting a completed application form.

How Do I Calculate My Municipality's Base Grant Amount?

Each eligible municipality qualifies for a base grant under the MSP. In addition, a municipality may choose to apply for bonus funding, depending on the project that is being undertaken.

The base grant is calculated as follows:

- For a municipality with a population from 1 to 1,000, a set grant of \$3,000 plus an additional \$9.00 per capita;
- For a municipality with a population from 1,001 to 5,000, a set grant of \$12,000 plus an additional \$7.00 per capita for the population in excess of 1,000; and
- For a municipality with a population from 5,001 to 20,000 a set grant of \$40,000 plus an additional \$5.00 per capita for the population in excess of 5,000.

Population Range	Set Grant Amount	Per Capita Rate	Grant Calculation
1 – 1,000	\$3,000.00	\$9.00	$\$3,000.00 + (\text{Population} \times \$9.00)$
1,001 – 5,000	\$12,000.00	\$7.00	$\$12,000.00 + ([\text{Population} \text{ minus } 1,000] \times \$7.00)$
5,001 – 20,000	\$40,000.00	\$5.00	$\$40,000.00 + ([\text{Population} \text{ minus } 5,000] \times \$5.00)$

Examples of Calculating Base Grants

	Population	Grant Calculation	Base Grant
Municipality A	500	$\$3,000.00 + (500 \times \$9.00)$	\$7,500.00
Municipality B	3,500	$\$12,000.00 + ([3,500 - 1,000] \times \$7.00)$	\$29,500.00
Municipality C	15,000	$\$40,000.00 + ([15,000 - 5,000] \times \$5.00)$	\$90,000.00

How Many Projects Can My Municipality Participate In?

Any eligible municipality may undertake or participate in up to three projects per year. A separate application form must be filled in for each project. If multiple projects are being undertaken, a minimum of 10 per cent of the municipality's base grant must be assigned to each project.

Multiple Project Example

Municipality A has a population of 500 and a base grant of \$7,500. Municipality A is planning to apply for two projects. The municipality is allocating 30 per cent of its base grant to Project A and 70 per cent to Project B, as the example below illustrates:

	Base Grant	Project	% Allocation	Total Allocation
Municipality A	\$7,500.00	Project A	30%	\$2,250.00
		Project B	70%	\$5,250.00
		Total	100%	\$7,500.00

How Can My Municipality Receive Bonus Funding?

Municipalities can receive bonus funding in three ways:

1. an Intermunicipal Project bonus in the amount of 35 per cent of your project's base grant; or

2. a Priority Project bonus in the amount of 35 per cent of your project's base grant; or
3. an Intermunicipal and Priority Project bonus that is calculated as a 35 per cent intermunicipal bonus on your project's base grant **plus** an additional 35 per cent priority project bonus on the combined base grant and intermunicipal bonus total.

You must indicate on the application form if the project is intermunicipal (Question 5) and/or a priority project (Question 6).

Intermunicipal Project Bonus

Groups of municipalities are encouraged to work together on projects of common interest and benefit, and apply jointly for a grant under the program. Municipalities partnering on projects will receive an Intermunicipal Project bonus of 35 per cent of the proportion of your base grant that is going to be committed to the intermunicipal project.

One of the municipal partners must be designated as the managing partner for the project. All councils participating in an intermunicipal project, including the managing partner, must pass council resolutions designating the managing partner of the project (see Appendix B of these guidelines for a Sample Council Resolution). Only the municipality that is the managing partner can apply for a grant for an intermunicipal project. The managing partner must obtain resolutions from all the participating councils, prepare the application, administer the funding received, and report on the completion of the project.

For a project to qualify as intermunicipal, each municipal partner must contribute a minimum of 10 per cent of its base grant, and at least two eligible municipalities must participate in the project. Each municipal partner must provide a council resolution to the managing partner that indicates the base grant amount or proportion of the base grant (do not include bonuses) that they are assigning to the project. The managing partner will be required to show bonus calculations (see Questions 5 and 6 on the application form).

Intermunicipal Project Bonus Example

Municipality A has a population of 500 and a base grant of \$7,500. Municipality B has a population of 3,500 and a base grant of \$29,500. Municipality A is allocating 30 per cent of its base grant to an intermunicipal project with Municipality B. Municipality B is allocating 50 per cent of its base grant to the intermunicipal project. The Intermunicipal Project bonus is 35 per cent of the total base grants, as the example below illustrates:

	Base Grant	% Allocated	Project Total	
Municipality A	\$7,500.00	30%	\$2,250.00	
Municipality B	\$29,500.00	50%	\$14,750.00	
		Total	\$17,000.00	→ \$17,000.00
		Intermunicipal Bonus	X 35%	
			\$5,950.00	→ \$5,950.00
		Total Grant		\$22,950.00

Priority Project Bonus

Certain types of projects are defined as having a shared provincial-municipal priority. Priority projects are eligible to receive a bonus of 35 per cent of the share of the base grant assigned to the project. Priority projects fall under the following six categories:

1. Energy Efficiency;
2. Infrastructure Management Systems;
3. Emergency Services (Including Ground Ambulance Services);
4. Sustainability and Land Use Planning;
5. Water/ Wastewater/ Solid Waste Management Systems; and
6. Recreation.

Information on the application form will need to clearly show that:

- a) the proposed project falls under one or more of the priority project categories (Questions 6 and 8); and
- b) at least 70 per cent of the "Total Grant Dollars Allocated" relate to one or more of the priority project categories (Question 8).

Refer to Appendix A of these guidelines for a detailed list of the types of priority projects.

Priority Project Bonus Example

Municipality C has a population of 15,000 and a base grant of \$90,000. Municipality C is proposing to undertake an energy efficiency project, which falls under the Energy Efficiency priority category, and allocate 100 per cent of its base grant to the project. The project entails the purchase and installation of new equipment and various energy efficient upgrades and systems for the municipality's public works building. The Priority Project bonus is 35 per cent of the base grant allocation amount, as shown below:

	Base Grant	% Allocated	Project Total	
Municipality C	\$90,000.00	100%	\$90,000.00	
		Total	\$90,000.00	→ \$90,000.00
		Priority Bonus	X 35%	
			\$31,500.00	→ \$31,500.00
			Total Grant	\$121,500.00

For this project to be considered eligible to receive the Priority Project bonus, at least 70 per cent of the \$121,500 must be used on project component costs that are related to the intent of the Energy Efficiency priority category. A descriptive example follows on the next page.

Project Component(s)	Estimated Project Costs	Project Component Costs as a % of TOTAL	Eligible Priority Project Component Costs as a % of TOTAL
1. Energy efficient heating, ventilation and air - conditioning (HVAC) system	\$66,825	55%	55% (priority)
2. Energy efficient lighting	\$6,075	5%	5% (priority)
3. Energy efficient windows	\$12,150	10%	10% (priority)
4. Energy efficient doors	\$18,225	15%	15% (priority)
5. Office equipment and furniture	\$18,225	15%	0% (non-priority)
TOTAL	\$121,500	100%	85% } record in 8(b) on application form

In this example, the proposed office equipment and furniture are not related to the intent of the selected priority category. However, Municipality C clearly demonstrates that 85 per cent of its "Total Grant Amount Requested" (i.e., the sum of the costs of priority project components 1, 2, 3 and 4) fits within the parameters of the Energy Efficiency priority project category. *Since more than 70 per cent of the project costs relate to a priority category, Municipality C would be eligible to receive both its base and Priority Project bonus funding.*

Combined Intermunicipal and Priority Project Bonus

Bonuses for Intermunicipal Projects and for Priority Projects are cumulative: If the application is for a priority project being undertaken by an intermunicipal partnership, both bonuses will be given (an Intermunicipal bonus of 35 per cent of the municipal partners' total base grant amount for the project **plus** an additional 35 per cent Priority Project bonus calculated on the partners' total base grant amount **and** the intermunicipal bonus).

Combined Intermunicipal and Priority Project Bonus Example

Municipality A has a population of 500 and a base grant of \$7,500. Municipality B has a population of 3,500 and a base grant of \$29,500. Municipality A is allocating 30 per cent of its base grant to an intermunicipal priority project with Municipality B. Municipality B is allocating 50 per cent of its base grant to the intermunicipal priority project.

Cumulative Intermunicipal Project and Priority Project bonuses are calculated as follows:

	Base Grant	% Allocated	Total
Municipality A	\$7,500.00	30%	\$2,250.00
Municipality B	\$29,500.00	50%	\$14,750.00
		Total	\$17,000.00 → \$17,000.00
		Intermunicipal Bonus	X 35%
			\$5,950.00 → \$5,950.00
		Sub-Total	\$22,950.00 → \$22,950.00
		Priority Bonus	X 35%
		Sub-Total	\$8,032.50 → \$ 8,032.50
		Total Grant	\$30,983.00

If your project qualifies for bonus funding, the bonus amount(s) must be included in the total grant amount requested.

Please note that your municipality or partnership will NOT, under any circumstances, receive a larger grant than the amount for which it applied.

4. APPLICATION PROCEDURES

When Is the Application Deadline?

The application deadline is **January 15, 2010**. Late applications may be considered if circumstances are warranted and Alberta Municipal Affairs is satisfied with the reason for the lateness.

What Is the Application Review Process?

Alberta Municipal Affairs staff will review each application for completeness. The review will ensure that the project falls within the parameters set for eligible projects. If there are any problems at this stage, staff will contact the Chief Administrative Officer (CAO) and work with them to resolve any outstanding issues or interpretations.

When Will My Municipality Be Notified of the Grant Application Decision?

Applications will be processed by March 31, 2010. Applicants will be notified in writing once a decision has been made.

What are My Municipality's Reporting and Compliance Requirements?

Each municipality receiving a grant must complete the following compliance requirements:

Acknowledgement of Compliance

Within one month of project completion (by **January 31, 2012**, or sooner), the Chief Administrative Officer must complete, sign and file an Acknowledgement of Compliance (AOC) form, certifying that the grant was used for the approved project in accordance with the terms and conditions of the Conditional Grant Agreement. The AOC form is available on Municipal Affairs' website at www.municipalaffairs.alberta.ca or by contacting ministry compliance staff.

Benefits Report

In addition to the AOC, a municipality receiving a grant of \$50,000 or more is required to submit a Benefits Report form signed by the Chief Administrative Officer of the municipality receiving the grant, summarizing the benefits realized from the project within one month of project completion (by **January 31, 2012**, or sooner). The benefits of a project provide an important summary of its value to the municipality and should demonstrate how they support the objectives of the program.

The Benefits Report should:

- identify the objective(s) of the Municipal Sponsorship Program that the municipality's project has met (i.e. improved governance or administration, enhanced municipal services or service delivery, and/or increased intermunicipal co-operation);
- identify the main benefits of the project (e.g. improved water quality, emergency efficiency savings, enhanced municipal services); and
- wherever possible, indicate quantifiable measures that provide a numerical value for the project's impact on the community (e.g. number of residents impacted, savings, and change in emergency response time).

The Benefits Report form is available on Municipal Affairs' website at www.municipalaffairs.alberta.ca or by contacting ministry compliance staff.

Review Engagement Report

In addition to the AOC and Benefits Report, if a municipality receives a grant of \$500,000 or more, a Review Engagement Report must be submitted by May 1 of the year following project completion. The Review Engagement Report must be prepared by a "public accounting firm" as defined by the Regulated Accounting Profession Act (Alberta) and the report should be in a format consistent with Section 8600 of the Canadian Institute of Chartered Accountants (CICA) Handbook. The municipality should instruct its accounting firm to complete the Review Engagement Report when completing the municipality's annual audited financial report for submission to Alberta Municipal Affairs.

Provincial government accountability requirements mean that the ministry must ensure an acceptable level of municipal compliance with the conditions outlined in these guidelines and the Conditional Grant Agreement. While the ministry want to be helpful when problems arise, it will employ follow-up and collection procedures to deal with municipalities that do not make reasonable efforts to meet the conditions of the Conditional Grant Agreement.

What Happens If My Project Changes?

In some cases, a municipality may fall behind schedule and not be able to complete a project on time or as originally described. In these instances, a time extension and/or project description amendment may be required.

It is the ministry's intent to accommodate reasonable project delays and problems where possible. However, to meet program accountability and compliance conditions, municipalities requesting project description amendments or completion date extensions must submit a request in writing that includes at least the following:

- the project funds expended as at the date of the request;
- the reason for the delay or the project description change;
- the revised completion date; and,

- the revised project budget, any revised project components, and any other significant changes to the original proposal requested, in the case of project description amendments.

Municipalities are encouraged to submit their request for a project amendment and/or time extension using the Project Amendment and/or Time Extension Request form available on Municipal Affairs' website at www.municipalaffairs.alberta.ca or by contacting ministry compliance staff.

Upon receipt of an amendment or time extension request, the ministry will review and determine the specifics of the change. If a change to the project completion date and/or project description is required, the ministry will prepare an amending Conditional Grant Agreement for the municipality's signature(s) in order to proceed with the requested change(s). Once signed and returned, a recommendation package will be prepared for consideration and ministry approval.

Municipalities are required to apply any interest earned on the grant to the project as per the Conditional Grant Agreement.

5. CONTACT INFORMATION

If you have any questions or require further information on the Municipal Sponsorship Program, please contact a grant policy advisor or a compliance advisor:

By phone at 780-427-2225 or toll-free by first dialing 310-0000, or
By email at municipal.sponsorship@gov.ab.ca

An electronic version of these guidelines, an electronic fillable version of the application form, the Acknowledgement of Compliance form, the Benefits Report form, and the Project Amendment and/or Time Extension form are available at www.municipalaffairs.alberta.ca.

Signed applications and reporting documents may be submitted by mail, email or fax to:

Alberta Municipal Affairs
Municipal Services Branch
Municipal Grants
17th Floor, 10155 – 102 Street
Edmonton, AB T5J 4L4

**APPLICATION DEADLINE IS
January 15, 2010**

Fax: 780-422-9133
Email: municipal.sponsorship@gov.ab.ca

6. APPENDICES

Appendix A: Shared Provincial – Municipal Priority Projects for 2009

Sections 1 to 6 contain a listing of the general types of priority projects that may be funded under the Municipal Sponsorship Program. The list is not intended to be inclusive and reasonable flexibility will be used in determining the eligibility of specific projects.

1. ENERGY EFFICIENCY

- Energy efficient components of new building construction, such as the increased design costs as a result of including energy efficient options, and the increased construction costs as a result of implementing energy efficient solutions.
- Building retrofits that serve to improve the energy efficiency of current operations, for example:
 - Architectural retrofits that reduce heat transfer (gain or loss) through building components (e.g. walls, roofs, doors and windows);
 - Modifying or upgrading Heating, Ventilating and Air-Conditioning systems (HVAC) to newer, more energy efficient models (e.g., Energy Star qualified furnaces, air conditioners and programmable thermostats);
 - Upgrading insulation, weather-stripping and/or replacing windows with modern sealed-glass windows;
 - Upgrading to an energy efficient furnace/hot water heater;
 - Upgrading or retrofitting the interior and/or exterior lighting to energy saving alternatives;
 - Installation of lighting timers, occupancy sensors and/or dimmers;
 - Building control systems;
 - Retrofitting ice resurfacers to energy efficient alternatives; and
 - Green power generation (e.g., solar pool, geothermal pool, or ground-source heat pump).
- Transportation infrastructure retrofits that includes traffic signal conversion to light emitting diodes (LEDs) and streetlight retrofits.
- Replacing domestic appliances in municipal buildings with new Energy Star qualified appliances (e.g., refrigerators, dishwashers, laundry facilities and water coolers).
- Vehicle fleet retrofits that include conversion of on-road vehicles to, for example, natural gas or the conversion of off-road vehicles, such as ice resurfacers, to, for example, natural gas or battery operation.
- Renewable and alternative energy projects, for example, wind power, photovoltaic (solar), district energy, landfill gas capture, and cogeneration (combined heating and power facilities).
- Energy, greenhouse gas and air pollutant emissions inventory and energy audits of facilities.
- Related initiatives aimed at reducing greenhouse gas and air pollutant emissions.
- Development and implementation of sustainable planning strategies and regulations related to energy efficiency and conservation (e.g. strategies incorporated into the integrated community sustainability plan (ICSP), bylaws).
- Related education and awareness initiatives.
- Related training under this category.

2. INFRASTRUCTURE MANAGEMENT SYSTEMS

- Implementation of the Municipal Infrastructure Management System (MIMS) or other infrastructure management or tangible capital asset management systems, including the purchase of software and the collection, conversion and input of data for:
 - Water distribution systems;
 - Water treatment systems;
 - Wastewater collection systems;
 - Wastewater treatment systems;
 - Stormwater systems;
 - Road systems;
 - Gas systems; and
 - Buildings.
- Data costs include data gathering, data creation and data maintenance efforts.
- Data gathering includes field survey, location by global positioning system, ortho-photo, as-built or record drawings, visual or video inspections, flow tests, structural analysis, condition assessments, modelling, etc.
- Collecting information on the asset type, asset valuation, length or size of asset, location, installation year, condition of the infrastructure, etc.
- Conversion of paper records to digital formats, including Geographic Information System (GIS) or CAD (Computer Assisted Drawing, such as AutoCAD) formats.
- Acquiring a cadastral base or other geographic reference for creation and use with infrastructure data.
- Development of infrastructure system master plans.
- Development of long-term capital plans.
- Purchase of any hardware/software and support to facilitate the infrastructure management including computers, printers, scanners, Global Positioning System (GPS) equipment, network connectivity, technical support, desktop and GIS and GPS systems software, etc.
- Related training under this category.

3. EMERGENCY SERVICES

- Facilities, equipment, vehicles and support related to the following services:
 - Police;
 - Fire;
 - Ambulance and First Aid; and
 - Disaster and Emergency Measures.
- Typical examples, include:
 - Development of emergency plans and programs such as disaster prevention and recovery programs;
 - Development of safety services programs;
 - Emergency services training facilities;
 - Communications equipment and systems (e.g., pagers, radios, towers);
 - Global positioning and automatic vehicle location systems for emergency service vehicles;
 - Emergency operations centres;
 - Ambulance equipment (e.g. cots, stretchers, ventilators, etc.);
 - Firehall upgrades;
 - Fire fighting equipment (e.g., hoses, pumps, generators, turnout gear and boots, foam packs, air tanks, etc.);
 - Specialized fire fighting vehicles (e.g., pumper trucks, rapid attack trucks, aerial trucks, water delivery tanks (or tanker shuttles), dangerous goods spill recovery tankers and related equipment, mobile command post vehicles, etc.);
 - Specialized rescue equipment and vehicles (e.g., confined space rescue systems, rescue boats, equipment transport vehicles and personnel carriers, etc.);
 - Emergency vehicle storage facilities; and
 - Directional and addressing signage
- Related training under this category.

4. SUSTAINABILITY AND LAND USE PLANNING

- The development or review of plans, practices and policies related to the sustainability, allocation, management and use of lands and resources, including water based resources. These plans and policies could address a number of development-related issues concerning:
 - The environment;
 - Agricultural, residential, commercial, and industrial development;
 - Parks and open space;
 - Transportation;
 - Servicing (utilities);
 - Economic development; and
 - The coordination of land use, future growth patterns and infrastructure.
- The preparation of statutory and non-statutory plans and related studies, including:
 - Assessments (e.g., environmental impact assessments);
 - Land use and development feasibility studies and modeling;
 - Background studies and research for plan formation;Examples include:
 - Area Structure Plans;
 - Intermunicipal Development Plans;
 - Area Redevelopment Plans;
 - Municipal Development Plans;
 - Growth studies;
 - Tourism studies;
 - Agricultural Diversification studies;
 - Cultural Facilities Plans;
 - Recreation Master Plans (e.g., natural spaces management plan, multi-use utility recreational plan); and
 - Environmental Plans (e.g., lakeshore management studies).
- Conducting sustainable strategic planning, community planning, and development initiatives and the related resources and equipment necessary to conduct this planning work.
- Expenses related to carrying out public consultations in developing a sustainability plan or on any land use planning project.
- Implementing automated systems for the planning, management, modeling, and forecasting of development and land resources.
- The development of educational materials for land use and planning (e.g., a municipal guide).
- The development of design guidelines.
- Purchase of any hardware/software and support to facilitate land use management including computers, printers, scanners, Global Positioning System (GPS) equipment, Geographic Information Systems (GIS), mapping software, network connectivity, technical support, etc.
- Related training under this category.

5. WATER/WASTEWATER / SOLID WASTE MANAGEMENT SYSTEMS

- Upgrades to water and wastewater infrastructure, including:
 - Water and wastewater treatment facilities;
 - Water and wastewater pumping facilities;
 - Raw water supply line to storage facilities;
 - Raw water storage facilities;
 - Raw water supply lines from storage facilities to treatment facilities;
 - Sewer lift stations;
 - Sewer lines from the collection system to the wastewater treatment facilities;
 - Outfall sewer lines from the wastewater treatment facilities to the point of discharge of disposal and related works;
 - Sewage collection system extensions, upgrades and replacements, including service mains to the property line;
 - Water distribution system extensions, upgrades, and replacements, including individual services to the property line;
 - Treated water supply lines; and
 - Treated water storage facilities and related works (e.g., drinking water facilities in recreation areas; bulk water fill stations, etc.).
- Developing and implementing regional water and wastewater systems.
- Upgrades to Storm Sewer Drainage Systems and Facilities, including:
 - Implementation of storm sewer infrastructure management systems, including the purchase of software and collection and input of data;
 - Construction of new storm water ditches or pipes and major relocation of existing storm water pipes or ditches (does not include routine maintenance or reconditioning of existing ditches or pipes);
 - Replacement or rehabilitation of storm sewer collection lines including service lines, and catch basins;
 - Construction of storm water detention ponds;
 - Construction of new storm water treatment facilities; and
 - Outfall storm sewers to the point of discharge or disposal and related works.
- Planning and/or studies directly related to eligible projects, including:
 - Preparation of infrastructure management systems and plans;
 - Preparation of water conservation plans;
 - Preparation of water source protection plans;
 - Preparation of watershed management plans; and
 - Aquatic ecosystem assessments.
- Monitoring systems to monitor and report on surface water quality and wastewater effluents, the quality of groundwater and water in watersheds, and aquatic ecosystems.
- Conservation strategies, such as:
 - Development of water and wastewater conservation policies;
 - Public education and awareness initiatives;
 - Water and wastewater reuse and recycling technologies;
 - Water meters;
 - Water pricing and billing systems; and
 - Systems and equipment to monitor and report actual water use (e.g., water readers).
- Solid waste management initiatives, such as:
 - Waste collection depots;
 - Waste diversion – recycling and material recovery facilities;
 - Organics management;

- Waste transfer vehicles, landfill compactors, loaders, and material handlers;
- Thermal treatment;
- Waste disposal landfills; and
- Residential garbage bins.
- Programs, initiatives, and audits related to recycling or recovery of waste materials (e.g., residential scrap metal recycling).
- Maintenance expenses related to this category (e.g. sewer flushing).
- Related training under this category.

6. RECREATION

- Development and maintenance of public recreation facilities and parks, such as:
 - Playgrounds;
 - Arenas;
 - Swimming pools;
 - Beaches;
 - Golf courses;
 - Skating and curling rinks;
 - Skateboard parks;
 - Ski areas;
 - Baseball and softball diamonds;
 - Sports fields;
 - Gymnasiums;
 - Community parks and trails;
 - Campgrounds;
 - Libraries;
 - Community halls;
 - Museums; and
 - Other cultural facilities.
- Recreation and parks related equipment, site improvements, and structures, such as:
 - Playground equipment;
 - Picnic tables and benches;
 - Fire pits;
 - Signage;
 - Campsite power hook-ups;
 - Washroom and shower facilities;
 - Ice surface maintenance and cleaning equipment (e.g. Zamboni); and
 - Park watering or related irrigation systems.
- Activities related to recreation programming and operations.
- Planning, engineering and related studies, site preparation, and drainage analysis for recreation area or park.
- Related training under this category.

Appendix B: Sample Council Resolution

Municipal Sponsorship Program

COUNCIL RESOLUTION

1. "Be it resolved that Council authorizes (Legal Status and Name of the Municipality) to participate in a Municipal Sponsorship Program grant application for (Project Title) under the Alberta Municipal Affairs Municipal Sponsorship Program; further

2. That (Legal Status and Name of the Municipality) agrees that (Legal Status and Name of the **Managing** Municipality) be designated the managing partner of (Project Title) for the purposes of applying, receiving, administering, allocating, reporting, and accounting for the grant funds on behalf of the partners; further

3. That (Legal Status and Name of the Municipality) agrees to allocate (\$ dollars or % percent) of its Municipal Sponsorship Program base grant to the (Project Title); and further

4. That (Legal Status and Name of the Municipality) agrees to enter into a Conditional Grant Agreement governing the purpose and use of the grant funds if it is the managing partner, or if not agrees to abide by the terms of the Conditional Grant Agreement signed by the managing partner on behalf of the other eligible municipal partners governing the purpose and use of the grant funds."

Chief Elected Official or Signing Officer
Duly Authorized by Council

Date

**SUBMIT COUNCIL RESOLUTIONS ONLY
FOR INTERMUNICIPAL PROJECTS**

CICON ENGINEERING

File: 506110

December 15, 2009

Town of Claresholm
221 - 45th Avenue West
Box 1000
Claresholm, Alberta
T0L 0T0

Attention: Mayor and Council

RE: Town of Claresholm - South Sanitary Sewer

Twenty Five (25) contractors took tender documents out for the above-captioned project. Fifteen (15) bids were received and are listed below.


Foran Equipment Ltd.	\$ 2,122,535.23
Slim Door Contracting	\$ 2,180,654.67
Chinook Pipelines	\$ 2,329,229.80
Porter Tanner Associates Incorporated	\$ 2,330,048.70
Boulder Contracting	\$ 2,349,691.68
Blue-Con Excavating Ltd.	\$ 2,413,069.05
A.I.C. Construction Ltd.	\$ 2,537,220.00
SKMG/Downer Contracting	\$ 2,570,947.04
L.W. Dennis	\$ 2,779,491.75
Caliber Systems Inc.	\$ 2,835,538.65
MDM Trenching & Excavating	\$ 2,864,457.75
Cannex	\$ 2,901,382.97
BYZ Construction Inc.	\$ 3,115,888.65
McNally Contractors	\$ 3,118,198.65
Brooks Asphalt & Aggregate Ltd.	\$ 3,136,544.25

Reference checks with contractors, suppliers, and engineering firms were conducted on Foran Equipment Ltd. and comments received were positive. We recommend contract award to the low bidder, Foran Equipment Ltd. of Crossfield, Alberta.

Our cost estimate for construction was \$2,587,200.00 (including GST).

If you have any questions, do not hesitate to contact our office.

Yours truly,


Ivan Chrapko, P.Eng.
CICON ENGINEERING

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

December 7, 2009

914

TOWN OF CLARESHOLM
PO BOX 1000
CLARESHOLM AB T0L 0T0

Dear EFT Customer,

Urgent Notice - New Requirements for Electronic Funds Transfers

The Canadian Payments Association (CPA), Canada's governing body for electronic and cheque payments, recently implemented new criteria for Pre-Authorized Debits via Electronic Funds Transfers. **Consequently all PAD/EFT customers must become compliant with the criteria stipulated in rule H1 prior to February 28, 2010 to ensure continuation of your EFT service.**

What Must I Do?

A number of steps are required to ensure compliance with the new terms and conditions.

For All EFT Customers:

1. **Sign a new contract.** A new contract with ATB Financial, referred to as the Payee Letter of Undertaking by the CPA, is enclosed in this package and must be signed and returned to us in the self-addressed envelope (enclosed). A new Payee Letter of Undertaking is required to be signed for each legal entity. Included in this package is a Letter of Undertaking for the following 1 entity:
TOWN OF CLARESHOLM

For EFT Debit Customers Only:

2. **Create a new PAD agreement to be used for all future customers.** The CPA set new requirements for the Payor's PAD Agreement, a contract authorizing you to take funds from your customer's account. While all current PAD agreements in place are grandfathered and do not need to be resigned, you will need to create a new PAD agreement incorporating all of the mandatory requirements as set out by the CPA. Samples of a Payor's PAD Agreements are enclosed with this package. Electronic versions of these documents are also available on the CPA website at www.cdnpay.ca.
3. **Send us a copy of your new Paper Payor's PAD Agreement.** The CPA requires that you provide ATB Financial a copy of your Payor's PAD agreement for review and approval prior to use.
4. **Send us a copy of your new Electronic Payor's PAD Agreement.** If you are going to accept a PAD agreement electronically (and it is different from your paper-based PAD Agreement), the CPA requires that you submit your template to ATB Financial for review and approval prior to use. Additionally, as the CPA requires that you use a "commercially reasonable" process to confirm the identity of the payor, you will need to submit this process to ATB Financial for review and approval prior to use.

To ensure you continue to receive uninterrupted EFT services please return the signed contract and any required copies of your PAD agreements to us by February 28, 2010.

Where Can I Get More Information?

We have enclosed a PAD Biller Brochure that outlines what billers need to know about this change. We have also enclosed a sample PAD Agreement Template for your convenience. For more information, including the full PAD Billers Guide, please visit the CPA website at www.cdnpay.ca. You may also contact the CPA Communications and Education Division at (613) 238-4173 or info@cdnpay.ca.

If you would like to talk to someone at ATB Financial about this change or the updated agreement, Catherine Power is a dedicated EFT/PAD specialist who can help answer any questions you may have. Please feel free to contact Catherine at CPower2@atb.com, or leave a message at 1 877 363 4855 (all messages will be returned within one business day).

Regards,



Curtis Stange
Executive Vice-President, Independent Business and Agriculture

Enclosed: 1 EFT Agreement, PAD Biller Brochure, Sample (3) PAD Template Document, 1 Self-Addressed Envelope

ATB Financial[®]
Where there's a way[®]

EFT AGREEMENT

TOWN OF CLARESHOLM

Client Name

("The Client")

The Client wants payments to be made to, or debited for its credit from, accounts of various parties at accepting institutions across Canada ("**financial institutions**") through ATB's Electronic Funds Transfer Service ("**EFT Service**"). Therefore, in consideration of ATB agreeing to provide the EFT Service to the Client, the Client agrees with ATB as follows:

All capitalized terms used in this Agreement and not otherwise defined shall have the meaning as set out in Appendix I.

PRE-AUTHORIZED DEBIT SERVICE PROVISIONS

1. The Client will provide the following to ATB: names of each customer of the Client (each, a "**Customer**"), authorization for a debit to be made from each Customer's account (a "**Pre-Authorized Debit**"), and any other information ATB requires to carry out a Pre-Authorized Debit through the EFT Service.
2. ATB will, in accordance with the Pre-Authorized Debit instructions and information provided by the Client (the "**Client's Debit Instructions**"), prepare electronic or other form of media in order to implement the specified debit transactions.
3. The Client warrants and guarantees that for each Pre-Authorized Debit submitted by the Client to ATB, each Customer will have signed or otherwise duly Authorized and delivered to the Client an appropriate authority (the "**Direction**") in accordance with Rule H1 of the CPA authorizing the Client (and ATB) to issue a Pre-Authorized Debit for the amount specified.
4. The Client agrees that it will make the terms and conditions contained in any Direction available to each Customer. Where possible, Client agrees to provide each Customer with a copy of the Direction signed by the Customer.
5. The Client shall ensure that all Directions are signed (or properly Authorized in accordance with Rule H1 of the CPA) by each Customer and that each Direction contains the proper authority for the Customer's financial institution to debit the Customer's account. The Client undertakes to provide evidence of the authority of a Customer for whom it has issued a Pre-Authorized Debit within a reasonable time, upon the request of any of the Customer, an authorized representative of the Customer or of ATB.
6. The Client agrees that if it issues any Pre-Authorized Debits which are not at regular or at set intervals ("**Sporadic PADs**"), it will, in addition to the Direction, obtain an Authorization from each Customer for every Sporadic PAD which it issues on their behalf in accordance with the Rule H1 of CPA. In this respect, the Client acknowledges that the CPA Rule H1 requires that an Authorization be obtained prior to giving any debit instructions to ATB in respect of any Sporadic PAD. Client understands that this Authorization requirement cannot be waived.
7. In the event that the Client intends to enter into any agreement for Pre-Authorized Debits electronically, the Client agrees to comply with the requirements for electronic agreements set out in Rule H1, including the delivery of a written confirmation to the Customer (as defined in Rule H1) (the "**Confirmation**") at least 15 calendar days before the due date of the first Pre-Authorized Debit.
8. In the event that the Client ceases utilizing the EFT Service for Pre-Authorized debits between the time a Pre-Authorized Debit is issued and the time of a claim or return of a Pre-Authorized Debit for non-payment, the Client undertakes and agrees to reimburse ATB and/or any financial institution for payment of any claim made by a Customer in accordance with the CPA Rules Manual.
9. The Client will be liable for any interest claim associated with the return of a Pre-Authorized Debit for the reason that no Direction, Confirmation or Authorization existed between the Client and the Customer with respect to the Pre-Authorized Debit.
10. The Client agrees to comply with the pre-notification requirements as established by ATB from time to time, and to give each Customer the required notice within the time frames provided.
11. Client acknowledges that no Direction (or Confirmation, for electronic agreements) may be assigned by the Client, whether directly or indirectly, by operation of law, change of control or otherwise, unless a Direction (in the case of paper agreements) or a Confirmation in (in the case of electronic agreements):
 - (i) contains a clause allowing it to be assigned and the clause is prominently displayed (in bold, highlighted printed and/or underlined) and the Client has provided each Customer with written notice of the full details of the assignment, including the assignee's contact information; or
 - (ii) the Client has provided each Customer with prior written notice of the assignment including the assignee's contact information at least 10 days in advance of any Pre-Authorized Debit being issued in such assignee's name.
12. In the event that the Client's name changes, the Client agrees to provide each Customer with written notice of the name change at least 10 days prior to the next scheduled Pre-Authorized Debit.

13. The Client acknowledges and agrees that in the event a Pre-Authorized Debit is returned as "non sufficient funds" or "funds not cleared" the Pre-Authorized Debit can only be re-presented electronically on a one-time basis and such representation must:
- (i) be for the same amount as the original Pre-Authorized Debit, and
 - (ii) must be represented within 30 days

Any representation cannot contain interest, NSF charges or any other charges in addition to the original amount of the Pre-Authorized Debit.

14. The Client agrees that, subject to the cancellation notice period set out in any Direction or Confirmation (which notice period shall not exceed 30 days), upon receipt by the Client of a written or other communication from a Customer instructing the Client to:
- (i) cease issuing Pre-Authorized Debits, or
 - (ii) revoke its Direction (or Authorization) to issue Pre-Authorized Debits,

then, in such circumstances, the Client shall utilize its best efforts to cancel the Pre-Authorized Debit in accordance with the Customer's instructions in the next business, billing or processing cycle, but in any event shall within not more than 30 days from the receipt of the Customer's instructions, issue any further Pre-Authorized Debits in respect that Customer unless the Customer provides the Client with a newly executed Direction (or a new Confirmation is provided).

15. The Client undertakes and agrees to:

- (a) accept and act on any notice of change of a Customer's payment routing information that it receives from ATB arising out of an administrative change to that information made by the Customer's financial institution and notified to ATB pursuant to Rule F12 of the CPA (that does not involve changing such financial institution) (a "**Notice of Change**"); and
- (b) deem any such Notice of Change to be equivalent to the Customer's authorization to change its payment routing information, provided in all circumstances that ATB shall only be responsible to the Client for the accuracy of information provided in the Notice of Change it provides to the Client.

EFT SERVICES

16. The Client will provide ATB with sufficient instructions and information to allow ATB to implement the Client's payment instructions (the "**Client's Payment Instructions**"). The Client will obtain Authorization from the holder(s) of the accounts to which payment is directed to credit the payments due to them to such account, in a form acceptable to ATB.
17. The Client will deliver the Client's Payment Instructions to ATB, and take delivery of any of the Client's Payment Instructions, reports or other documents returned after the Client's Payment Instructions have been processed. The Client may use the ATB home branch as the place of delivery or pick up.
18. ATB will arrange for credits to be made to accounts at financial institutions in accordance with the Client's Payment Instructions. The Client may modify the Client's Payment Instructions before ATB releases them to any financial institution. After release, the Client's Payment Instructions are irrevocable. The acceptance of a payment by any financial institution will be considered full discharge of ATB's obligations to the Client with respect to such payment. ATB will debit the account indicated in the Client's Payment Instructions on the due date(s) for the total amount of the payments made, and arrange for payments to be made in a timely and accurate manner. ATB will not be responsible for errors or omissions made by other financial institutions.
19. In the absence of a credit arrangement between ATB and the Client, if the total of the payments required to comply with the Client's Payment Instructions exceeds the Client's funds on deposit with ATB, ATB may, in ATB's sole discretion, refuse to make any payment.
20. ATB's authority to make payments on behalf of the Client will continue until terminated by ATB or the Client, with 30 days prior written notice. ATB may terminate this Agreement without prior notice if:
- (a) ATB makes demand on any indebtedness owing by the Client;
 - (b) The Client defaults in any of its obligations under this Agreement or any other agreement with ATB;
 - (c) ATB is served with any demand, attachment, garnishment or other such process which directs ATB to pay the party named in such process, any monies which ATB would otherwise have advanced to or paid to the credit of the Client or;
 - (d) The Client is insolvent, makes an assignment for the benefit of creditors or a proposal under the *Bankruptcy and Insolvency Act*, or is declared bankrupt.

Upon termination, ATB may recall from any financial institution any of the Client's Payment Instructions which were previously given on behalf of the Client and which have not yet been affected.

ATB ONLINE

21. If ATB permits the Client to transmit information and instructions (the "Information") in connection with this Agreement to ATB through ATB Online:
- The Client will communicate with ATB's host computer in the manner and during the times as established by ATB from time to time.
 - The Client agrees to abide by all provisions, procedures and standards as communicated by ATB to the Client from time to time.
 - The Client represents and warrants to ATB that any files exchanged with ATB will be free of any computer virus. The Client will be liable to ATB for any and all losses, costs, damages, and expenses of ATB as a result of a virus on any file downloaded by ATB from the Client.
 - ATB's determination as to the content of any file downloaded by ATB from the Client will be absolutely binding upon the Client.
 - ATB will not be liable to the Client as a result of Information not received or received incomplete or incorrect by ATB, no matter how caused. The Client will be fully liable and responsible to ensure proper reception by ATB of the Information and will ensure that the Information is in the format required by ATB.
 - ATB may terminate the right of the Client to transmit Information by ATB Online upon 24 hours notice, or immediately in the case of fraudulent activity or misrepresentation.

GENERAL PROVISIONS

22. The Client agrees to indemnify and hold harmless ATB and any other financial institution, from and against any and all losses, costs, fees (including legal fees), damages, expenses, liabilities, claims, suits and demands whatsoever that ATB or any financial institution may suffer, incur or be under or that may be made or brought against ATB or any financial institution by reason of or in any way arising out of the action in drawing and issuing and Pre-Authorized Debits or making any payments in accordance with the Client's Payment Instructions or through ATB Online, except where such loss, costs, fees, damages, expenses, liabilities, claim suits or demands result from erroneous information provided or an error committed by ATB or any financial institution.
23. ATB will not be liable to Client and/or to any other person who may claim through the Client for any delay, damage, penalty, cost, expense or inconvenience to the Client or any other person resulting from failure on the part of ATB by reason of any cause beyond the control of ATB to perform any of the Services contemplated by this Agreement. ATB will not, in any event, be liable for any special, general, direct, indirect or consequential loss or damage sustained by the Client or any other person.
24. The Client is solely responsible for the accuracy and completeness of all instructions and information furnished by the Client to ATB. ATB will not be responsible in any way for errors resulting from the inaccuracy or incompleteness or fraudulent alteration of any instructions or information furnished to ATB by the Client, its officers, employees or agents. The Client undertakes and agrees to indemnify ATB for all amounts that may be erroneously paid by ATB and/or any financial institution in respect of any Pre-Authorized Debit erroneously credited or debited by ATB and/or any financial institution pursuant to any such Direction from the Client.
25. Client agrees to reimburse ATB for any claim paid by ATB as a result of a Reimbursement Claim filed by a Customer or any other person alleging that:
- a Pre-Authorized Debit was not drawn in accordance with a Customer's Direction,
 - a Customer's Direction was revoked,
 - any required pre-notification was not provided at least 10 calendar days before the date a related to Pre-Authorized Debit was processed to the Customer's account,
 - the required Confirmation was not provided in respect of any Direction entered into electronically in accordance with section 16 of Rule H1 of the CPA, or
 - no Direction existed between the Customer making the claim and the Client with respect to a particular Pre-Authorized Debit
26. ATB is not liable to the Client for any damage or disruption as a result of the Client installing or using any software provided by ATB.
27. ATB is authorized at its discretion to comply with the provisions of any statutes or court that impose a duty to take or refrain from taking any action concerning the provisions of EFT Service.
28. The Client agrees to pay to ATB all fees and charges for the EFT Service at the rates established by ATB from time to time. In addition, the Client also agrees to pay for any expenses incurred in the recall or retracing of a transaction under the provisions of this Agreement. The Client authorizes ATB to debit the Client's account(s) with all amounts so payable. If these fees or charges remain unpaid when due, ATB will not be obligated to perform any further services.
29. The Client agrees to be bound by, comply with, respect and apply all relevant provisions of the Canadian Payments Act and all related by-laws, rules and standard in force from time to time as they apply to Pre-Authorized Debits, including, without limitation, the Confirmation/Pre-notification requirements or waiver of pre-notification requirements and the cancellation requirement set out in Rule H1 of the CPA.
30. Any notice required to be provided hereunder by ATB will be considered to have been validly given when faxed, delivered or, if mailed 7 days following posting of the same, addressed to the last known address of the Client.

31. This Agreement binds and benefits the Client and its respective heirs, executors, administrators, successors and assigns. The Agreement may not be assigned by the Client whether directly or indirectly, by operation of law, change of control or otherwise without the prior written consent of ATB.
32. Any authorized user or administrator of the ATB Online System has authority to generate and submit EFT (Electronic Funds Transfer) files on behalf of the Client to ATB.
33. Any ATB Online User, ATB Online Administrator, or ATB Online Owner as designated by the Client are authorized, for and on behalf of the Client, to provide all information, instructions, and any changes to ATB.
34. Either party may terminate this Agreement with written notice to the other not less than 90 days prior to the date upon which termination is to take effect. Notwithstanding any such termination, the provisions of Rule H1 of the CPA and the indemnification provisions of this Agreement shall continue to remain in full force and effect with respect to any Pre-Authorized Debit drawn and issued or any other obligation of ATB in accordance with the provisions of this Agreement prior to the day upon which such termination takes effect.

ATB will not be required to accept or give effect to a change of instructions or information unless such change is authorized in writing by any one of the above. ATB will not be bound by any changes with respect to the above individuals until satisfactory notice is given in writing to ATB.

The Client has executed this Agreement by its duly authorized signatories the ____ day of ____, ____.

Per: _____

Name

Title

Per: _____

Name

Title

Agreed and Accepted on behalf of ATB

Per: _____

Name

Title

APPENDIX I

"Authorization/Authorized" is the signing or execution or other adoption by a Customer, which may include the use of a user ID/password combination or any other Commercially Reasonable method of ensuring that the Customer has consented to a Sporadic PAD being processed to their account, all as more specifically set out in Rule H1 of the CPA.

"CPA" means the Canadian Payments Association.

"Commercially Reasonable" has the meaning in Rule H1 of the CPA.

"Confirmation" means the mandatory written notice under Rule H1 of the CPA required to be provided by the Client to the Customer in respect of Pre-Authorized Debits set up under an electronic agreement.

"Reimbursement Claim" means a claim for reimbursement by a Customer, where a Customer disputes the validity of a Pre-Authorized Debit.

**Pre-Authorized Debits (PADs) Rule H1
Payor's PAD Agreement – Mandatory and Supplementary Elements**

Introduction

This Appendix II sets out the mandatory elements which *must* be included in every Payor's PAD Agreement for the purposes of Rule H1 and certain supplemental elements which *may* be included in a Payor's PAD Agreement for the purposes of Rule H1.; The Payee is not precluded from including other provisions, using a different format or incorporating the provisions within a contract for goods or services provided or another document provided that the mandatory elements are also included. For clarity, the mandatory elements set out in this Appendix II are in addition to and do not replace any provisions of any other agreement between a Payor and a Payee and do not limit a Payee's obligations under Rule H1. Capitalized terms used in this Appendix II have the meanings ascribed to those terms in Rule H1.

Each and every Payor's PAD Agreement is subject to any and all applicable laws including, without limitation, any and all applicable laws relating to consumer protection.

Mandatory Elements:

Mandatory Element	Description of Mandatory Element
Date and Signature	A date field wherein the execution date of the Payor's PAD Agreement can be recorded. For Paper Agreements, a signature field wherein the Payor can sign the agreement.
Authority to Debit Account	A statement by the Payor that must be duly Authorized in accordance with its account agreement with its Processing Member, clearly and unambiguously authorizing the Payee to debit an account specified by the Payor.
PAD Category	A statement that is either pre-printed on the Payor's PAD Agreement or clearly indicated by the Payor as to whether the PADs are Personal PADs (e.g. for mortgage payments, utility payments, charity donations, etc.), Business PADs (e.g. for supplies, lease payments, etc.) or Funds Transfer PADs (e.g. for registered retirement savings plan payments, mutual funds payments, etc.).
Amount, Timing or Specified Event/Action	A statement that is either pre-printed on the Payor's PAD Agreement or clearly indicated by the Payor as to the amount (i.e. whether fixed or variable) and timing (i.e. weekly, bi-weekly, semi-monthly, monthly, bi-monthly, annual, on set dates or otherwise) of the PAD <i>or</i> whether each PAD is to be triggered by a specified act, event or other criteria <i>or</i> whether each PAD is to be Sporadic and, if each PAD is to be triggered by a specified act, event or other criteria, then an unambiguous description of that act, event or other criteria.
Cancellation of Agreement	A Payor's PAD Agreement shall include cancellation information to the effect that the Payor may revoke their Authorization at any time, subject to providing notice (Payee shall set out the notice period which shall not exceed 30 days). A Payor's PAD Agreement shall also advise that the Payor may obtain a sample cancellation form, or further information on their right to cancel a PAD Agreement, at their financial institution or by visiting www.cdnpay.ca .
Contact Information	A Payor's PAD Agreement shall include reasonable and accurate contact information of the Payee so that a Payor may contact the Payee by any method of communication used by the Payee (e.g. postal address, fax number, telephone number, email address) to make inquiries, obtain information or seek recourse with respect to any PAD issued by the Payee.
Recourse/ Reimbursement Statement	Except for Fund Transfer PADs coded "650" or "83", each Payor's PAD Agreement must contain the following statement in its entirety: "You [or I/We, depending on the context] have certain recourse rights if any debit does not comply with this agreement. For example, you [I/we] have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your

**Pre-Authorized Debits (PADs) Rule H1
Payor's PAD Agreement – Mandatory and Supplementary Elements**

Mandatory Element	Description of Mandatory Element
	[my/our] recourse rights, [I/we may] contact your [my/our] financial institution or visit www.cdnpay.ca ."

Supplementary Elements (not limited to the following):

Supplemental Element	Description of Supplemental Element
Pre-notification	A Payor's PAD Agreement that provides for Personal PADs or Business PADs to be issued at Set Intervals may state that the Payor is entitled to receive Pre-notification in the manner and at the time(s) set out in Rule H1.
Waiver/Modification of Pre-notification/ Confirmation periods	A Payor's PAD Agreement that provides for Personal PADs or Business PADs to be issued at Set Intervals may permit the Payor and Payee to mutually waive Pre-notification or modify the Pre-notification/Confirmation requirements of Rule H1 provided the Payor specifically indicates its acceptance of the waiver or modification in the Payor's PAD Agreement or otherwise by way of a separate Authorization. Any such clause to reduce or waive the standard pre-notification periods must be prominently displayed (e.g. bold, highlighted or underlined).
Sporadic PADs	A Payor's PAD Agreement that authorizes Sporadic PADs must specify that the Payee is required to obtain due Authorization from the Payor in accordance with Rule H1 for each Sporadic PAD that the Payee issues against the Payor.
Validation by Processing Member	A Payor's PAD Agreement may state that the Processing Member is not responsible for validating the terms of the Payor's PAD Agreement in respect of a PAD issued under that agreement
Contract for Goods and Services	A Payor's PAD Agreement may state that it only applies to the method of payment between the Payor and the Payee and that the agreement and any termination of the agreement does not have any effect whatsoever with respect to any contract for goods or services between the Payor and Payee.
Payor's Rights of Dispute: Personal PADs, Business PADs and Funds Transfer PADs	A Payor's PAD Agreement that provides for Personal PADs, Business PADs or Funds Transfer PADs for which Rule H1 provides the Payor with the right to make a claim for reimbursement under one of the declared conditions set out in subsection 20(b) of Rule H1 subject to completing a Reimbursement Claim, may include language relating to how a claim for reimbursement may be made.
Change of Account Information	A Payor's PAD Agreement may require that the Payor must give Written notice to the Payee of any change with respect to the account against which it has designated PADs to be drawn.
Notice of use of a Payment Service Provider	Where a Payee intends to use a payment service provider to administer a PAD, the Payor's PAD Agreement shall include a statement that a third party will be administering the PAD and further set out the name of the third party administrator. Where a Payor's PAD Agreement is entered into by way of Electronic Agreement, the Confirmation shall include a statement that a third party will be administering the PAD and further set out the name of the third party administrator.

Pre-Authorized Debits (PADs) Rule H1
Payor's PAD Agreement – Mandatory and Supplementary Elements

SAMPLE A

Pre-authorized Debit (PAD) Agreement

ABC Charity

Date: _____

I want to support [ABC Charity or insert description of the activity] through monthly donations.

Please debit my bank account: (attach VOID cheque)

___ \$25 ___ \$50 ___ \$75 Other Amount _____ (specify)

The debit will be processed to your account on the 18th day of each month or the next business day.

Signature: _____

Donor Name: _____

Address/Contact Information: _____

This donation is made on behalf of: _____ an Individual _____ a Business

I may revoke my authorization at any time, subject to providing notice of (Payee to insert period - not to exceed 30 days). To obtain a sample cancellation form, or for more information on my right to cancel a PAD Agreement, I may contact my financial institution or visit www.cdnpay.ca.

ABC Charity
1234 Main Street
City, Province, Postal Code
Tel: 1-800-999-9999
E-mail: departmentname@abccharity.org

I have certain recourse rights if any debit does not comply with this agreement. For example, I have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on my recourse rights, I may contact my financial institution or visit www.cdnpay.ca.

LEGEND

1. Date and Signature	5. Cancellation of Agreement
2. Authorization to Debit Specific Account	6. Contact Information
3. PAD Category (personal, business, funds transfer)	7. Recourse Statement
4. Amount/Timing	

**Pre-Authorized Debits (PADs) Rule H1
Payor's PAD Agreement – Mandatory and Supplementary Elements**

SAMPLE B

ABC Utilities Inc.

Please complete the Pre-Authorized Debit (PAD) Plan agreement below.

I/we authorize ABC Utilities Inc., and the financial institution designated (or any other financial institution I/We may authorize at any time) to begin deductions as per my/our instructions for monthly regular recurring payments and/or one-time payments from time to time, for payment of all charges arising under my/our ABC Utilities account(s). Regular monthly payments for the full amount of services delivered will be debited to my/our specified account on the 5th day of each month. ABC Utilities will provide 10 days written notice of the amount of each regular debit. ABC Utilities will obtain my/our authorization for any other one-time or sporadic debits.

This authority is to remain in effect until ABC Utilities Inc. has received written notification from me/us of its change or termination. This notification must be received at least ten (10) business days before the next debit is scheduled at the address provided below. I/We may obtain a sample cancellation form, or more information on my/our right to cancel a PAD Agreement at my/our financial institution or by visiting www.cdnpay.ca.

ABC Utilities may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us.

I/we have certain recourse rights if any debit does not comply with this agreement. For example, I/we have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD Agreement. To obtain a form for a Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca

PLEASE PRINT **DATE:** _____

Name(s): _____ ABC Utilities Inc. Account Number: _____

Type of Service: Personal Business

Address: _____

City/Town: _____ Province: _____ Postal Code: _____

Phone Number: (Bus.) _____ (Res.) _____

Financial Institution (FI): _____

FI Account Number: _____ FI Transit Number: _____
(branch -5 digits; FI - 3 digits)

Address: _____

City/Town: _____ Province: _____ Postal Code: _____

Authorized Signature(s): _____

ABC Utilities Inc.
Attention: Customer Billing Department
987 First Avenue
City, Province, Postal Code
Tel: (999)-999-9999 ext 222
E-mail: billing@abcutilities.com

LEGEND

1. Date & Signature	5. Cancellation of Agreement
2. Authorization to Debit Specific Account	6. Contact Information
3. PAD Category (personal, business, cash management)	7. Recourse Statement
4. Amount/Timing (includes provision for sporadic PADs)	

**Pre-Authorized Debits (PADs) Rule H1
Payor's PAD Agreement – Mandatory and Supplementary Elements**

**SAMPLE C
Pre-authorized Debit (PAD) Agreement**

1. Customer Information (Please print clearly)

Name: _____
XYZ Telecommunications Account : [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] []
Mailing Address: _____
City: _____ Province: _____ Postal Code: _____
Telephone Number: _____

2. Bank Account Information

Deposit Account Number: [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] [] Branch Transit Number: [] [] [] []
Financial Institution Number: [] [] [] [] Chequing Account Savings Account
Financial Institution: Name _____
Branch Address _____

2

3. Pre-Authorized Debit (PAD) Details

You the Payor authorize XYZ Telecommunications to debit the bank account identified above for \$50 each time that the value of the services you have purchased, including applicable taxes, reaches that amount.

4

These services are for (check one) personal business use.

3

You the Payor may revoke your authorization at any time, subject to providing notice of (Payee to insert period - not to exceed 30 days). To obtain a sample cancellation form, or for more information on your right to cancel a PAD Agreement, contact your financial institution or visit www.cdnpay.ca.

5

Signature of Account Holder

Name (Please print)

Date

Signature of Joint Account Holder (if appropriate)

Name (Please print)

Date

1

You have certain recourse rights if any debit does not comply with this agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information on your recourse rights, contact your financial institution or visit www.cdnpay.ca.

7

When the form is complete, mail or fax to: XYZ Telecommunications
P.O. Box 123
Toronto, Ontario M1M 2M2
Tel: 1-888-888-8888 Fax: (888) 777-7777
E-mail: customersupport@xyztel.com

6

LEGEND

1. Date and Signature	5. Cancellation of Agreement
2. Authorization to Debit Specific Account	6. Contact Information
3. PAD Category (personal, business, funds transfer)	7. Recourse Statement
4. Amount/Timing (based on defined criterion)	



Pre-authorized Debits

What **Billers** Need to Know

Pre-authorized debits (PADs) are an efficient means of payment for both billers and their customers. As a biller using PADs to collect from your customers, you have a number of important responsibilities and obligations under the clearing rules for these payments. These are set out in the Canadian Payments Association's Rule H1 – Pre-Authorized Debits. Billers are called Payees in this rule.

A revised version of Rule H1 setting out new requirements was published in June 2008. You must adopt the changes by **February 28, 2010**. The following summary includes previous provisions that remain in effect and billers' new obligations.

Your Responsibilities Initiating PADs

Getting Started

Contract with Your Financial Institution (FI) Required

As a biller, before offering the PAD payment option to your clients, you must first sign a contractual agreement (called a Payee Letter of Undertaking in Rule H1) with the financial institution that will process PADs on your behalf. In your contract, you agree to follow the terms of Rule H1 and other CPA Rules as they apply to PADs. If you had an existing contract prior to June 2008, your financial institution will be updating it to include the new requirements in Rule H1.

Customer Authorization: Payor's PAD Agreement

You must have the authorization of your customer (called the Payor in Rule H1) before you initiate any PADs to withdraw funds from his/her account. This is obtained through a Payor's PAD Agreement, which may be in paper or electronic format.

NOTE: Mandatory requirements for the Payor's PAD Agreement were published in June 2008 and apply to both paper and electronic PAD Agreements. You must update your forms and/or processes to include these elements by **February 28, 2010**. Payor's PAD Agreements in effect before February 2010 are grandfathered, so updating them is optional. Model Payor's PAD Agreements are available in Appendix II of Rule H1 and on the CPA's web site.

Template Agreements Pre-Approved by your FI

Prior to using them, you must provide to your financial institution, for its review and approval, a copy of your paper Payor's PAD Agreement and/or the electronic forms or description of the processes that you will use for this

purpose, including the "commercially reasonable" process you will use to verify the customer's identity for electronic agreements, if applicable.

Availability of PAD Terms to Payors

You must make the terms and conditions of the Payor's PAD Agreement available to each Payor. Where possible, you should provide a copy of the signed agreement to the customer.

Written Confirmation of Electronic PAD Agreements

At least 15 days before the first PAD under an electronic agreement, you must send a written Confirmation to the Payor. The Confirmation must include all the mandatory elements in the template Confirmation provided in Appendix IV of Rule H1.

Note: If the Payor and Payee mutually agree, the standard 15-day period for advance delivery of the written Confirmation may be reduced, but it may never be less than three days. The written Confirmation may not be waived.

Sporadic PADs: Additional Authorization

If you intend to use PADs for sporadic payments by the Payor (i.e. PADs for

which the intervals are not defined), the Payor's PAD Agreement must include provision for them. In addition, you must obtain authorization from the Payor for each sporadic PAD. For example, recording a telephone call in which the Payor authorizes the PAD with a password or secret code could serve this purpose, provided that the signed agreement is already in place.

Pre-Notification Requirements

If the PADs are for variable amounts, or if you plan to adjust the amount specified in the Payor's PAD Agreement, you must notify the Payor, in writing, at least 10 days prior to the date of withdrawal, unless (1) the Payor has agreed, either in the Payor's PAD Agreement or through a separate authorization, to reduce or waive this pre-notification period, or (2) the Payor directly instructs you to change the amount.

Exception: Pre-notification is not required in the event of a change in the PAD amount due to a reduction in a federal, provincial/territorial or municipal tax.

Retention of PAD Agreements and

NOTE: If a clause to reduce or waive the standard 10-day pre-notification period is included in the Payor's PAD Agreement, it must be prominent (e.g. bold, underlined or highlighted) to ensure that the Payor is aware of it.

Authorizations

You must retain a copy of each Payor's PAD Agreement, whether authorized by a signature or through an electronic method, while it is in effect and for at least one year thereafter. Any further authorizations, including those for sporadic PADs, must also be retained.

Cancellation Provisions for Payors

You must provide Payors with information on how to cancel their PAD arrangement in your Payor's PAD

Agreement, and you must act on Payor's instructions to cancel their PADs in a timely manner. PADs should be cancelled before the next scheduled withdrawal, provided that the request was received with enough lead time (normally a few days) to allow you to do so. You must ensure all PAD cancellations are put into effect within 30 days of receiving them.

Note: Although the Payor may cancel the PAD Agreement at any time, doing so does not affect any ongoing financial obligations that the Payor has to the Payee under a broader contract, such as a lease.

Notice to Customers if Payee Changes Name

If you, as the Payee, change your organization's name, you must provide written notice to each Payor a minimum of 10 days before the next PAD.

Transferring PAD Agreements to Another Payee

You may not transfer any of your contractual arrangements with Payors for PADs to another organization (for example, through the sale of the company or a business unit, or to a collection agency where this is otherwise permitted) unless you have provided to Payors full details of the transfer, including the name and contact information of the new Payee, at least 10 days in advance of the first PAD being issued in the proposed new Payee's name. Further, you may not transfer your Payee Letter of Undertaking or equivalent contract with your financial institution to another party without your financial institution's written consent.

Responsibility for Payor Reimbursement Claims

In the event that a Payor disputes the validity of a PAD within 90 days* and makes a claim that it was not drawn in accordance with his/her instructions,

the Payor's financial institution is required, under CPA Rules, to reimburse the funds. The PAD will then be returned through the clearings, and your financial institution will charge it back to you.

** For business PADs, this recourse period is 90 calendar days if the Payor claims that there is no agreement and 10 business days for other discrepancies.*

Limitations on Re-issuing Returned PADs

If a PAD is returned due to insufficient funds, you may re-issue the PAD only once, and this must be done within 30 days of the original transaction date. *If you re-issue the PAD, it must be for exactly the same amount as the original transaction.*

FI Notices of Change to Customers' Banking Information

If you receive from your financial institution a "Notice of Change" advising you of a change to a Payor's branch transit number or account number that does not involve a customer changing his/her financial institution, you must update your files to reflect the new information so that your PADs can continue to be routed efficiently to the correct account.

For additional information, please contact your financial institution, or visit the Canadian Payments Association's web site at www.cdnpay.ca. You may also contact:



**Communications and Education Division
Canadian Payments Association
1200-180 Elgin
Ottawa, Ontario K2P 2K3
Tel: (613) 238-4173
Email: info@cdnpay.ca
August 2008**



Municipal District of Willow Creek

Office of the Reeve

www.mdwillowcreek.com
#26, Highway 520 West,
Claresholm Industrial Area
Box 550, Claresholm Alberta T0L 0T0

Office: (403) 625-3351
Fax: (403) 625-3886
Shop: (403) 625-3030
Toll Free: 888-337-3351

December 22, 2010

Town of Claresholm
Box 1000
Claresholm, Ab.
T0L 0T0

Attention: Council

Dear Members of Council

The Council of the Municipal District of Willow Creek No. 26 is asking that the Town consider the formation of a joint committee known as a Joint Economic Development Initiative (JEDI) to study development scenarios and revenue sharing agreements based on future development at the Claresholm Industrial Area. The membership of this committee would involve 2 members from each Council, both municipal administrators and both development officers/planners. Copies of JEDI formats are enclosed.

The purpose of the committee would be to explore options regarding the future use and development of the mentioned area. The request for a joint committee to discuss an area structure plan and future development for the old shop site in town could be made up of the same committee members.

Presently Don Leonard and Darrell Sutter along with Earl Hemmaway and Glen Alm are members of the Claresholm Industrial Area Committee and if the Town is in agreement, the mandate of this committee could be expanded to encompass the other two initiatives. A reporting format could be established and opportunities for development of this area could then be pursued, to the mutual benefit of both municipalities.

Thank you for considering this proposal.

Yours truly,

Henry Van Hierden
Reeve



Joint Economic
Development Initiative
connected for growth

Request for Proposals

Background

The Joint Economic Development Initiative (JEDI) is an innovative and collaborative, not-for-profit, regional economic development partnership among the City of Wetaskiwin, Town of Millet, and County of Wetaskiwin.

JEDI was established in 2003 to promote and facilitate industrial development within the JEDI region which encompasses about 3,379 square kilometres and approximately 25,000 people. The region lies 50 kilometres south of Edmonton, Alberta in what is the heart of the Calgary – Edmonton Corridor, recognized as one of the fastest growing economies in the world. A map of the JEDI region is included in Appendix II.

An award-winning organization, JEDI's mission is to provide cooperative, proactive leadership in attracting sustainable growth and supporting a diverse industrial base while respecting the region's high quality of life and the environment.

For more information on JEDI please see www.jedialberta.com.

Regional Growth Strategy Overview

Rapid industrial growth is taking place throughout the region and JEDI is seeking to create a Regional Growth Strategy to guide future industrial development throughout the region for years to come. This strategy will be based on the desire of the communities' of the JEDI region to work cooperatively to maximize the benefits of industrial development while mitigating any negative impacts.

This strategy must be completed by July 31, 2011.

Proposal Submission Requirements

All responses to this Request For Proposals (RFP) are subject to the specifications and conditions set out in this document. Contractors are required to submit one (1) printed copy and one (1) electronic copy of their proposal to JEDI.

Sealed, clearly marked proposals from contractors shall be delivered by mail, courier, or in person to JEDI no later than **12:00 pm MST, Wednesday, October 7, 2009** (the "closing time").

- a clear identification of the elements of this RFP that are not met by the proposal with an explanation of why they cannot be met
- a clear statement of commitment to meeting the project completion date

A detailed cost estimate to provide enough information to reasonably allow an evaluation in comparison to other proposals is required, including details on assumptions made to develop the cost estimate.

Evaluation criteria is provided in Appendix I.

Objectives and Scope

The objective of this Request for Proposals (RFP) is to select a vendor with the expertise and ability to compile a comprehensive, thorough, and innovative strategy to guide future industrial growth in the area.

The strategy should, at a minimum, address the impact of industrial development on the following areas:

- transportation infrastructure
- water, sewer, electrical and other infrastructure
- best land uses
- ideal areas for future development
- sensitive areas requiring protection
- current and future potential constraints to growth

The study should also describe best practices and detailed strategies for overcoming any identified constraints.

It is expected that extensive stakeholder consultation will be required to formulate this Regional Growth Strategy.

Resources

JEDI will designate a Project Manager as a direct contact for the contractor and can provide access to some statistical and historical data as well as information on development trends within the region.

JEDI will make available to the successful contractor any previous relevant studies and work as needed.



JEDI Location Transportation Labour Force Economics Site Selector Community About Us

THE JEDI ADVANTAGE BOARD AND STAFF RESOURCES

- Minutes
- Agendas
- Calendar of Events
- Newsletters

Home > JEDI

Search >

Introduction

What is JEDI?

The Joint Economic Development Initiative (JEDI) is a dynamic partnership between the City of Wetaskiwin, Town of Millet, and County of Wetaskiwin. A history of successful working relationships and a strong desire to increase industrial development in the region and along the Highway 2 Edmonton - Calgary corridor lead to the JEDI partnership, established in 2003.

Since its inception, JEDI has been a "one-stop" industrial development agency, providing local industry and international site selectors with a wealth of information on the region, its strategic advantages, demographics, and cost-competitiveness.

The JEDI office is located in the County of Wetaskiwin building on Highway 13, just off the Highway 2 corridor.

Mission

JEDI provides cooperative, proactive leadership in attracting sustainable growth and supporting a diverse industrial base while respecting the region's high quality of life and the environment.

Vision

JEDI is an innovative regional partnership that fosters sustainable industrial growth.

Mailing Address:

PO Box 6357, Wetaskiwin, Alberta T9A 2G1

Phone: (780) 361-6231 **Fax:** (780) 352-3486

Email: info@jedialberta.com
director@jedialberta.com

JEDI has created an award winning CD ROM with detailed information on the region and its advantages. To obtain a CD, please contact the JEDI office.

the JEDI region is connected for growth

What's New

2008 Annual Report

The 2008 JEDI annual report.

Fall 2009 Newsletter

The fall 2009 edition of JEDI's quarterly newsletter.

Beyond Pay and Benefits

In this workshop employers will learn more about the high cost of turnover, and the need to retain staff. The impact of generational differences in the workforce will be explored, and how to better understand and work effectively with employees of all ages. Employers will increase their awareness of how to

show appreciation to employees and use a wide range of retention strategies



Jeannette Guertin
President
Supreme International

"Supreme International Limited is a "World Class" organization that

serves customers in the Middle East, Japan, Australia, New Zealand, Germany, United Kingdom, Puerto Rico, Dominican Republic, Russia, Mexico, Indonesia, Costa Rica, Hungary, and all across the USA and Canada from right here in the JEDI region. By utilizing local trucking companies and the excellent highway network available in this region we are able to fill orders in a timely and cost effective manner and compete in the global marketplace.

The JEDI region's competitive advantages are among their greatest strengths.

In light of the Alberta labour demand, Supreme is fully staffed with almost 100 employees allowing optimal plant performance and productivity. Our ability to attract a skilled work force is supported by the JEDI region's affordable, available housing and excellent quality of life."

Supreme International Limited

JEDI Regional Profile

JEDI Regional Profile Download

show appreciation to employees and use a wide range of retention strategies to create an organization where people want to work. The third FREE workshop in a five-part series!

Better Balance, Better Business

This workshop will enhance employers' understanding of the importance of employee work-life balance and how making work-life balance a priority will benefit their business as well as their employees. In this workshop employers will consider new options, learn about relevant resources, and begin to create a plan that will enhance their reputations as employers who care about enhancing their employees' ability to balance work-life pressures. The fourth FREE workshop in a five-part series!

Skills By Design

In this workshop employers will discover the benefits of establishing comprehensive training and development programs to build employee skills. They will learn about the broad range of learning opportunities that can be used for employee skill development. Your last chance to get in on this FREE five-part employer series!

This page was last updated on October 22, 2009.



A Business Development Initiative
of the Alberta Foothills Region

About RISE

About RISE - At A Glance
Town of Black Diamond
Town of High River
Town of Okotoks
Town of Turner Valley
Municipal District of Foothills



Download our Investment &
Business Site Selection
Guide



Key Target Industries

Advantage Foothills

Quality of Life

About

Search

RISE

Where Business and Lifestyle Meet

➤ > About RISE > About RISE - At A Glance >

About RISE - At A Glance

RISE is an initiative of the Towns of Black Diamond, High River, Okotoks, and Turner Valley, and the Municipal District of Foothills to promote the attraction of commercial and industrial investment to the Foothills Region with a common, regional perspective, and cooperative marketing activity.

RISE has the following objectives:

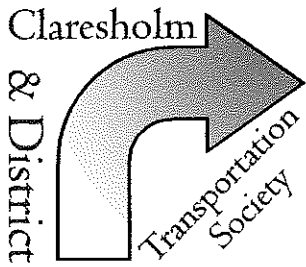
- Expansion of the non-residential tax base in rural communities in the Foothills region. Commercial, industrial and institutional development must increase in order to balance the municipal tax assessments.
- Build strong regional partnerships. The five municipalities have similar core community values as they relate to business attraction strategies and community development. Working together will maximize limited financial and human resources, while at the same time, expand the reach and marketing impact of the project.
- Increase community capacity. Regional partnerships will strengthen the economic viability of all communities within the partnership. Each community will benefit directly as a result of research and marketing initiatives.

While High River and Okotoks have active and well-established economic development programs, a region-based economic development perspective, and region-based marketing, is a complementary activity and is important for the future of the Foothills Region:

- The Calgary Regional Partnership is a longstanding initiative that seeks regional cooperation on issues of mutual interest – issues that transcend individual municipal boundaries with their impact on economic, social, environmental, and fiscal systems. Issues of this nature include but are not limited to transportation, watershed management, economic development, urban planning, and municipal infrastructure. Economic development becomes a thread in this fabric; the type of activity encouraged and/or facilitated must not only reflect competitive realities, but also reflect municipal capacity to both accommodate specific types of growth, and welcome the social, economic, environmental, and fiscal characteristics unique to specific industry sectors.
- A regional marketing plan provides a key advantage over a go it alone philosophy – it represents (to an investor) a critical mass of people, resources and potential business opportunities.
- The Foothills Region is rapidly growing. Planning issues related to watersheds, infrastructure demand, and land use transcend municipal boundaries. The path economic development chooses in the Region has a fundamental influence (positive or negative) on the magnitude and nature of the planning issues challenge. These issues become even more critical in light of the high value residents (and prospective residents) place on lifestyle in the Foothills Region. Lifestyle is a key motivator for values-based Foothills Region resident interest in a number of emergent issues: watershed protection; potential for sprawl; water supply constraints; quality schooling and facilities; quality job opportunities; housing variety and affordability; and pollution. These interests can't be adequately addressed on an individual municipal basis.
- There has been a growing list of regionally-cooperative initiatives in the Foothills Region owing to recognition that quality of life in the Region is a cooperative effort. Cooperative economic development pushes the ball forward in this regard.
- There is ongoing initiative (High River, Okotoks, M.D. of Foothills) to municipally cooperate to accelerate development of the Aldersyde industrial corridor. This corridor represents one of the single largest industrial land holdings in the Calgary Region and has very significant ramifications for, and impact on, the Region. Given their scale and location, these lands have a unique economic development role to play in the Region. Together with other industrial and commercial lands in the Region, the vibrancy of industrial and commercial lands can be greatly assisted by consensus development direction vision, and coordinated marketing.
- With a critical mass of population and infrastructure, this initiative represents the Region's chance to inject vision and values into the economic development process – to influence investors and entrepreneurs, to attract targeted activity, and to conduct Region-based dialogue aimed at generating cohesiveness of vision in the Region. The strength of vision, uniqueness of vision, and resolve to pursue vision (including an ability to say 'no' to or not actively promote less desired activity) – have a direct correlation with success at marrying economic development to enhancement of quality of life and lifestyle.
- Given lifestyle is a strong driver in the Foothills Region and brings with it a specific vision and set of values, this initiative represents an opportunity to build a distinct identity and uniqueness for the Foothills Region, and its communities, within the larger Calgary Region context.

Legal | Site Map | Contact Us





Box 2076
Claresholm, Alberta
T0L 0T0
(403) 625-4455
fax (403) 625-4510

December 23, 2009

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

Dear Members:

The Claresholm and District Transportation Society have been providing a valuable service to residents of the communities of Claresholm, Granum and Stavely since October 28, 2002. We also serve a significant number of people in M D including Nanton and Fort Macleod. Our funding period with the Community Initiatives Program expired October 31, 2009. We are applying for a Community Initiatives Program Operating Grant in the amount of \$50,000 to offset our operating loss for fiscal 2010 and 2011. This will include funding for our rapid growth curve, office rental, garage rental and the purchase of 1 new van.

We request you support our application with a letter to Alberta Lottery Board.

Sincerely,

Lyal O'Neill
Office Coordinator
Claresholm and District Transportation Society

December 22, 2009

Mayor and Council
Town of Claresholm
Claresholm, Alberta

Dear Mayor and Council;

At the September 21, 2009 meeting of the Claresholm Physician Recruitment and Retention Committee we discussed our commitment to continue our efforts in supporting the physicians in our community. As we looked forward to the year 2010 we felt it was necessary to continue offering the incentive package that we developed for 2009, ie housing assistance. We feel that because of the housing assistance package that we have offered we have been able to attract some very high quality physicians to Claresholm. This has enabled us to create a stable and highly effective health care environment in which citizens of our communities have easy access to highly qualified and dedicated doctors.

In January, 2010 we will be welcoming Dr. Bahn Al-Yousif from the UK into the medical practice at the Claresholm Clinic. Some of you had the opportunity to meet her in June when she visited the area with her family. Dr. Al-Yousif comes very highly recommended and we feel very fortunate that she has chosen Claresholm as her preferred location to practice medicine in Canada.

In light of this information, our intent in sending this letter is to ask you as you do your budgeting process for the year 2010 that you budget in the same amount for physician recruitment that you did in 2009. For the Town of Claresholm we will be asking for a commitment of \$30,000.00 for 2010.

We greatly appreciate the past support of your council and community in our efforts to maintain a solid core of physicians in our community. Without your support we would not be able to achieve our goal of ensuring that we have a high quality health care team in our community. If you have any questions or concerns regarding this letter please feel free to contact either Glen Alm or Brent Hall.

The Claresholm Physician Recruitment and Retention Committee
Glen Alm, Chairman

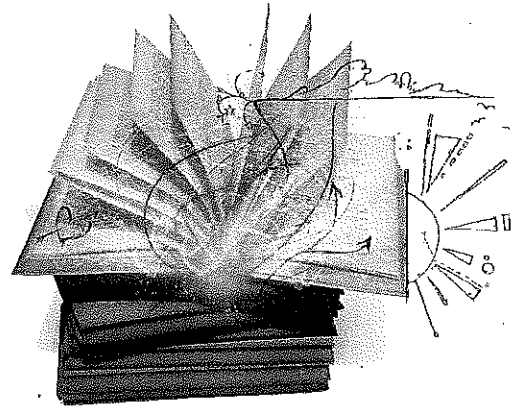
Councillor
Sutter

SOUTHERN ALBERTA LIBRARY CONFERENCE



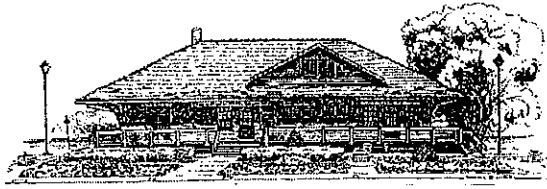
Chinook Arch Regional Library System

Libraries: WHERE THE WILD THINGS ARE



February 25 - 27 2010

**Coast Lethbridge
Hotel & Conference Centre**



Claresholm & District Museum
5126 Highway # 2
Box 1000
Claresholm, Alberta
T0L 0T0
Phone: 1-403-625-3131

January 8, 2009

Mayor and Council
Town of Claresholm
Claresholm, Alberta

Dear Mr. Mayor and Council Members;

The Museum Board wishes to move forward with the long standing plan to replace the platform along the east side of the station/museum building. Now that the sandstone building is open to view from all sides, emphasizing that the building was a railroad station will increase the appeal to those visitors who are railroad buffs.

In our collection, the museum has a speeder car (a motorized vehicle used to check the rail line). We also have access to several lengths of rail, which can be placed adjacent to the rebuilt platform. The platform, speeder car, the section of rail and other artifacts in our collection will further enhance the railroad history of the building.

This project has been discussed with Fraser Shaw and Rino Basso of the Historic Resources Board. They are supportive of the project, and informed us that the platform portion of the project would fall under the category of replacing a pre-existing element. Their guidelines indicate that the platform project would qualify for matching funding up to 50% of the cost. Their grant application deadline is February 1st. It takes several months for the applications to be adjudicated, and the successful projects have a two year completion timeline.

Construction plans have been prepared, but I do not have a budget prepared as yet. The platform constructed along the south side of the sandstone building cost \$13.00 per square foot. The platform on the east side would be 12 feet by 80 feet (960 sq. ft.) The estimated cost at this time would be \$12,480.00.

The Museum Board would like to proceed with this project, and submit the grant application for the up-coming grant deadline.

Thank you for your continued support.

Sincerely

Rae Trimble

Chair, Claresholm and District Board



Policy Title: Sponsorship Policy-City Owned, City-managed Assets
Policy Number: FCS007
Report Number: FCS2003-65
Approved by: Council
Effective Date: 2004 January 12th
Business Unit: Customer Service and Communication

BACKGROUND

Sponsorship policy for City-owned, City-managed assets builds on an overall Sponsorship Policy Framework and the Naming Rights Guidelines for City-owned, Civic Partner controlled assets (CPS2003-65 approved Naming Rights Guidelines 22-09-2003).

PURPOSE

The aim of this policy is to create an authorized environment for the existing practice of entering into sponsorship agreements and partnerships. The purpose of the policy and procedures as outlined is to:

- protect The City of Calgary from risk,
- provide employees with corporate guidelines and procedures based on best practices, and
- uphold the City's stewardship role to safeguard the City's assets and interests.

The policy provides an enabling environment for The City to enter into naming rights agreements with corporations within set guidelines and procedures for the purpose of enhanced financial sustainability.

POLICY

Please see attached Policy.

PROCEDURE

Please see attached Policy.



AMENDMENTS

None

SPONSORSHIP POLICY: City-owned, City-managed Assets

1. Purpose:

- 1.1 Sponsorship policy for City-owned, City-managed assets builds on an overall Sponsorship Policy Framework and the Naming Rights Guidelines for City-owned, Civic Partner controlled assets (CPS2003-65 approved Naming Rights Guidelines 22-09-2003).
- 1.2 The aim of this policy is to create an authorized environment for the existing practice of entering into sponsorship agreements and partnerships. The purpose of the policy and procedures as outlined is to:
 - protect The City of Calgary from risk,
 - provide employees with corporate guidelines and procedures based on best practices, and
 - uphold the City's stewardship role to safeguard the City's assets and interests.
- 1.3 The policy provides an enabling environment for The City to enter into naming rights agreements with corporations within set guidelines and procedures for the purpose of enhanced financial sustainability.

2. Definitions:

2.1 Marketing Sponsorship

A mutually beneficial business arrangement between The City and a third party, wherein the third party provides cash and/or in-kind services to The City in return for access to the commercial marketing potential associated with The City. Marketing sponsorships may include sponsorship of one or more of The City's suppliers, services, projects, events, facilities or activities.

2.2 Sponsorship Agreement

A mutually beneficial, contractual agreement that reflects the business arrangement for the exchange of marketing benefits between The City and an external organization for a specified period of time.

2.3 Sponsor

A corporation or organization that enters into a sponsorship agreement with a "property" and pays cash or value-in-kind in return for access to exploitable commercial potential associated with the property.

2.4 Value-in-kind

A sponsorship received in the form of goods and/or services rather than cash.

2.5 Request for Sponsorship Proposal

An open and competitive process whereby corporations and organizations may express their interest in participating in sponsorship opportunities with The City of Calgary. Requests for sponsorship should include a summary of the sponsorship opportunity, benefits for participation, and a description of the open and competitive procedure for expressing interest in participating in sponsorship opportunities.

2.6 Naming Rights

A type of sponsorship in which a corporation purchases the exclusive right to name an asset or venue (Epcor Centre, Talisman Center, etc.). Usually naming rights are considered in a commercial context, that is the naming right is sold or exchanged for significant cash or other revenue support. This arrangement is usually documented in an agreement signed by the interested parties and has a specified end date to the contractual obligations.

2.7 Naming Rights Agreement

The sale of the right to name or re-name City-owned facilities or land is evidenced in a written contract that contains terms acceptable to The City. In most cases, indemnification and termination clauses would be required as part of the agreement. All such agreements are to be reviewed by the City Solicitor prior to finalization to ensure that The City's legal interests are protected. Dates indicating the term of the agreement should be indicated.

2.8 Gift

An unsolicited contribution to The City of Calgary for which there is no reciprocal commercial benefit expected or required from The City. As gifts are unsolicited and do not involve a business relationship, they are separate and distinct from sponsorship.

2.9 Donation

Similar to a gift in that it is essentially given as a gift and no reciprocal commercial benefits are given or expected. If reciprocal commercial benefits are given and a business relationship exists with a corporate donor, the principles of this policy apply.

3. Principles:

- 3.1 The City of Calgary supports the ongoing practice of entering into marketing sponsorship agreements with third parties (corporations) where such partnerships are mutually beneficial to both parties in a manner that is consistent with all applicable policies set by The City. Under the conditions of this policy, City staff may continue to solicit such marketing sponsorships.
- 3.2 The City of Calgary recognizes and supports marketing sponsorships as a revenue generating strategy that balances the benefit of entering into sponsorship agreements with the City's role as steward of public assets and interests.
- 3.3 It is necessary for The City of Calgary to be recognized for those programs, facilities, structures, etc., where it makes an ongoing significant contribution to capital or operating costs. Clear and permanent identification of The City will be displayed in adherence to branding guidelines established by The City.
- 3.4 The City shall not relinquish to the sponsor any aspect of The City's right to manage and control The City's assets or facilities.

4. Application:

- 4.1 This policy applies to all City business units, departments and divisions.
- 4.2 This policy does not apply to:
- independent foundations or registered charitable organizations that The City may receive benefit from. However, where assets are owned and managed by The City, this policy shall apply unless otherwise approved by order of Council.
 - Gifts or unsolicited donations to The City
 - Funding obtained from other orders of government through formal grant programs
 - City sponsorship support of external projects where The City provides funds to an outside organization
 - Third parties who lease City property or hold permits with The City for activities or events (i.e. Community Associations)
 - Calgary Police Service

5. Procedures / Practices:

The general procedure for developing sponsorships will be as follows:

- 5.1 Concept approval for sponsorship projects will be obtained from the General Manager before potential sponsors are approached or agreements are made. If the agreement involves more than one business unit, approval will be obtained from the General Managers of each business unit involved, including the General Manager of Finance and Corporate Services.
- 5.2 Business units will consult with Customer Service & Communications prior to developing a sponsorship opportunity to ensure that revenue for The City is maximized and that the sponsorship offer is not in conflict with existing contractual obligations or strategy.
- 5.3 Sponsorship proposals should be in writing and outline the marketing benefits that will be exchanged between both parties.
- 5.4 Sponsorship proposals that potentially include purchasing agreements will be coordinated through Customer Service & Communications and include the involvement of Finance & Supply, Law and other business units that may be impacted.
- 5.5 Sponsorship agreements that have a purchasing element or have a value of greater than \$100,000 annually will go through either an Expression of Interest or a Request for (Sponsorship) Proposal process unless otherwise approved by the Director(s) of the business unit(s) and Finance & Supply Services. The process will include Customer Service & Communications, Finance & Supply and the business unit(s) affected.
- 5.6 Sponsorship agreements over \$1,000 will adhere to the following procedures:
- a) be confirmed in writing and a copy of the signed contract to be sent to Customer Service & Communications (sponsorship strategist) for information.
 - b) be signed by an authorized representative of both The City of Calgary and the sponsor

- c) outline the term of the agreement. Terms for all agreements shall not exceed 5 years unless authorized by the GM of Corporate Services. Requests for terms in excess of 5 years, should be jointly submitted by business unit(s) and Customer Service & Communications to the GM of Corporate Services for approval
- d) include the details of the exchange of marketing benefits, including both what The City will receive from the sponsor, and what benefits are to be provided to the sponsor
- e) use of templates prepared and approved by the City Solicitor for sponsorship agreements are recommended to minimize risks to The City and to create efficient internal practices for sponsorship. Templates are available from Customer Service & Communications. If templates are not used, agreements should be reviewed by Law to ensure compliance to legislation, etc.

5.7 Authorization to enter into the sponsorship agreement is as follows:

- a) sponsorships under \$50,000 will be authorized by the Director of the business unit or their designate
- b) sponsorship agreements between \$50,000 and \$100,000 will be authorized by the Directors of all business units involved, including Customer Service & Communications, and approved by Law
- c) sponsorship agreements over \$100,000, which pursuant to 5.5 have gone to tender, will be authorized by the GM(s) for the business unit(s) impacted including Corporate Services, and approved by Law
- d) sponsorship that involves the sale of naming rights shall be approved by Council

5.8 The following specific guidelines shall be applied when entering into a naming rights agreement for City-owned, City-operated assets:

- a) An asset analysis and market evaluation is to be completed to determine the value of the asset in the marketplace. This process is to be done in conjunction with the sponsorship strategist (Customer Service & Communications).
- b) A risk/benefit analysis must be completed prior to the acceptance of any naming rights offer
- c) Public support for the sale of naming rights of the facility shall be demonstrated
- d) The proposed naming rights purchaser must support the image and values of The City of Calgary and the community
- e) The City shall not relinquish to the purchaser any aspect of The City's right to manage and control the asset or facility
- f) Proceeds received by The City for the naming rights sale are to be used for :
 - the enhancement and maintenance of the named facility
 - the provision of programs and services directly related to the mandate of the property
 - investments whose proceeds contribute to the delivery of City services
- g) Signage, branding, publicity and advertising shall conform to all applicable federal and provincial statutes, and to all applicable municipal bylaws and policies
- h) Administration will forward a report with recommendations to Council regarding the naming rights opportunity. The report process will be led by Customer Service & Communications with participation from all business units affected
- i) The naming should advise the purpose of the facility
- j) The naming should consider historical and community significance
- k) Costs for promotion of the renaming of a facility shall be incorporated into the naming rights agreement and not The City's annual operating budget

- 5.9 Pricing of sponsorships over \$50,000 should be done in conjunction with the sponsorship lead (CSC) to ensure industry value standards are applied where available based on market research conducted on behalf of The City of Calgary.
- 5.10 Solicitation and negotiation of sponsorships will be conducted by City staff who are specifically designated by the business unit Director, or by outside contract as approved by the business unit Director. Directors are responsible for ensuring that staff understand the requirements of this policy and that they are provided with appropriate guidance &/or training related to sponsorship practices. All City sponsorship agreements will be negotiated in good faith and represent The City in a professional manner.
- 5.11 Use of The City's logo in combination with the sponsor logos will be in keeping with The City's Visual Identity Guidelines.
- 5.12 Use of sponsor logos and direct links from The City's website are permitted within the standard guidelines for web content. Any requests for non-standard use will be considered jointly by the sponsorship strategist and the web editor.
- 5.13 Council will be advised quarterly, by confidential memo, a summary of all refusals and sponsorships of over 1000. The City will only enter into agreements with sponsors who are compatible with The City's values, mandate and policies. The City will not enter into agreements with organizations when the proposed agreement is in conflict with the provisions of any City collective agreement.
- 5.14 All bylaws of The City of Calgary, including sign bylaws will be adhered to.
- 5.15 All provincial and federal laws governing sponsorship including those regarding the issuing of charitable donation receipts will be adhered to.

6. Responsibilities:

Parties involved in sponsorship negotiations and decisions undertake the following specific responsibilities:

6.1 City Council will:

- approve and revise The City of Calgary Sponsorship Policy and Guidelines as necessary
- approve sponsorship agreements that involve the sale of naming rights

6.2 Customer Service & Communications is responsible for:

- managing the City's sponsorship business for The City of Calgary
- providing guidance to all City departments regarding the interpretation and application of the sponsorship policy
- providing assistance and information to support business units regarding marketing sponsorship activities
- reviewing and assisting in the development of sponsorship opportunities as requested
- annual tracking and reporting of all City of Calgary sponsorship agreements over \$1,000
- leading and coordinating corporate-wide sponsorship projects
- asset evaluation and pricing of sponsorships over \$50,000 in conjunction with business units

6.3 Business unit /department Directors are responsible for:

- authorization of sponsorship agreements in accordance with guidelines
- providing details of sponsorship agreements on an annual basis for the purpose of tracking
- ensure that representatives of The City of Calgary entering into sponsorships are aware of, and act in accordance with sponsorship policy and administrative procedures

6.4 General Managers are responsible for:

- concept approval for sponsorship projects before sponsors are approached or agreements are made

7. Accountability:

Adherence to policy is a City employee requirement and non-compliance will be addressed as per all City policies and procedures.

MEMORANDUM OF AGREEMENT dated this _____ day of _____, _____.

BETWEEN:

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

- and -

1364335 ALBERTA INC.
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 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.

3.3 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.

3.4 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.

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 two years following the issuance of a Final Acceptance Certificate to repair or replace any of the deficiencies in any of the Municipal Improvements which were not discovered prior to the issuance of the Final Acceptance Certificate.

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

6. UTILITY EASEMENTS AND OTHER INSTRUMENTS

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

7. INSTALLATION OF OTHER UTILITIES

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

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

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

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

8. LEVIES AND FEES

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

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

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

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

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

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

9. OVERSIZING AND SHARING OF SERVICING COSTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. DEFAULT BY THE DEVELOPER

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

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

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

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

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

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

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

11. INDEMNITY AND SECURITY

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

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

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

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

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

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

11.5 The said security as above referred to shall consist of an Irrevocable Letter of Credit issued by a Chartered Bank or the Treasury Branch, or such other security as may be approved by the solicitors for the Town;

PROVIDED, that all security shall be in terms and form to be approved by the Town's solicitors.

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

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

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

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

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

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

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

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

12. COMPLIANCE WITH LAW

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

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

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

13. GENERAL

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

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

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

13.2 **PUBLIC UTILITY LOT** – any public utility lot/storm water retention utility must be: graded in accordance with the subdivision plan and grassed to the satisfaction of the Town, prior to the issuance of the Final Acceptance Certificate.

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

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

13.5 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

1364335 Alberta Inc.
1107 Falconridge Drive N.E.
Calgary, AB T3J 3H4

Attention: Sawinder Hayre

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

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

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

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

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

14. EXECUTION OF AGREEMENT

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

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

TOWN OF CLARESHOLM

PER: _____

PER: _____

1364335 ALBERTA INC.

PER: _____

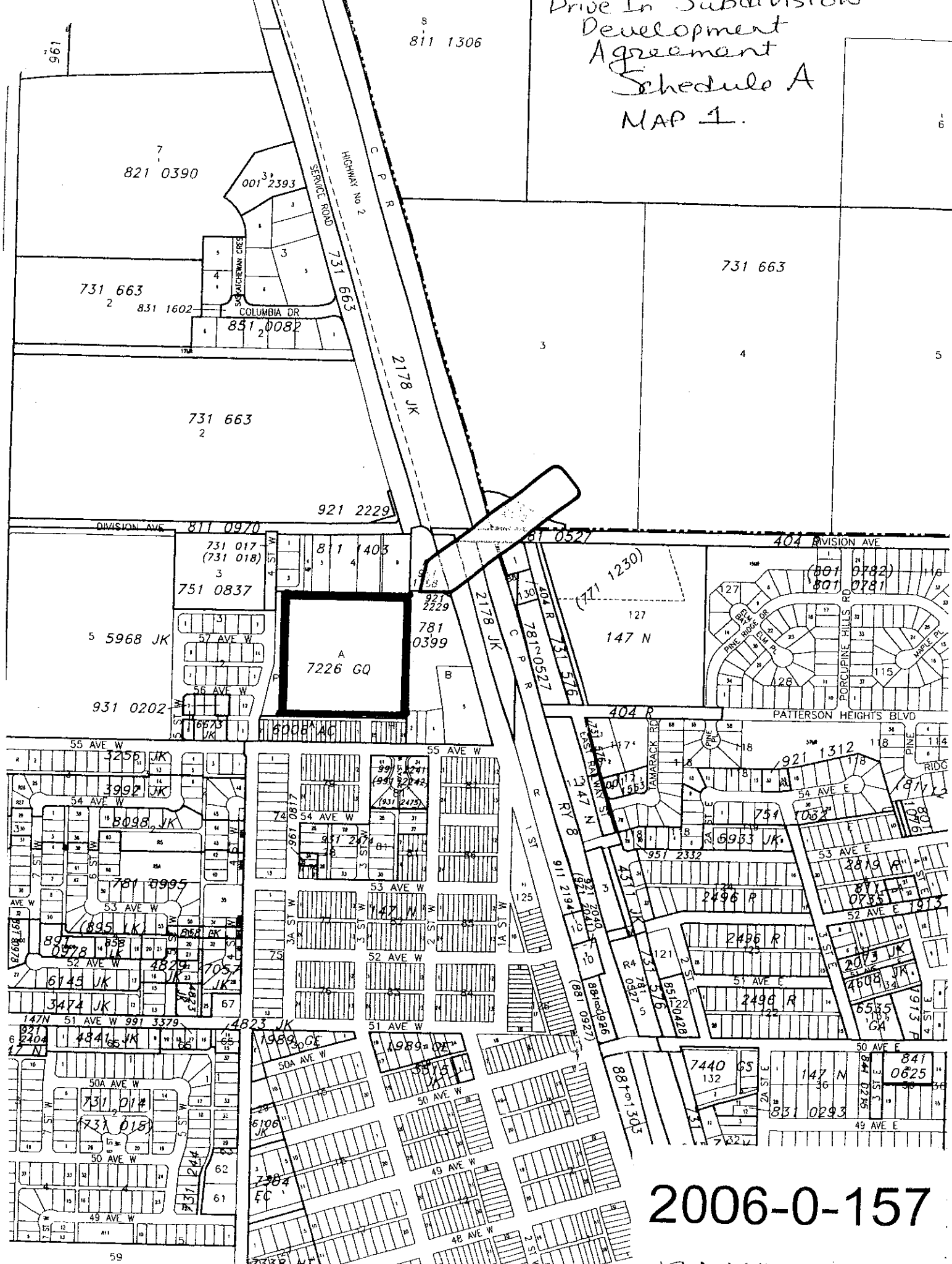
PER: _____

SCHEDULE "A"

LANDS

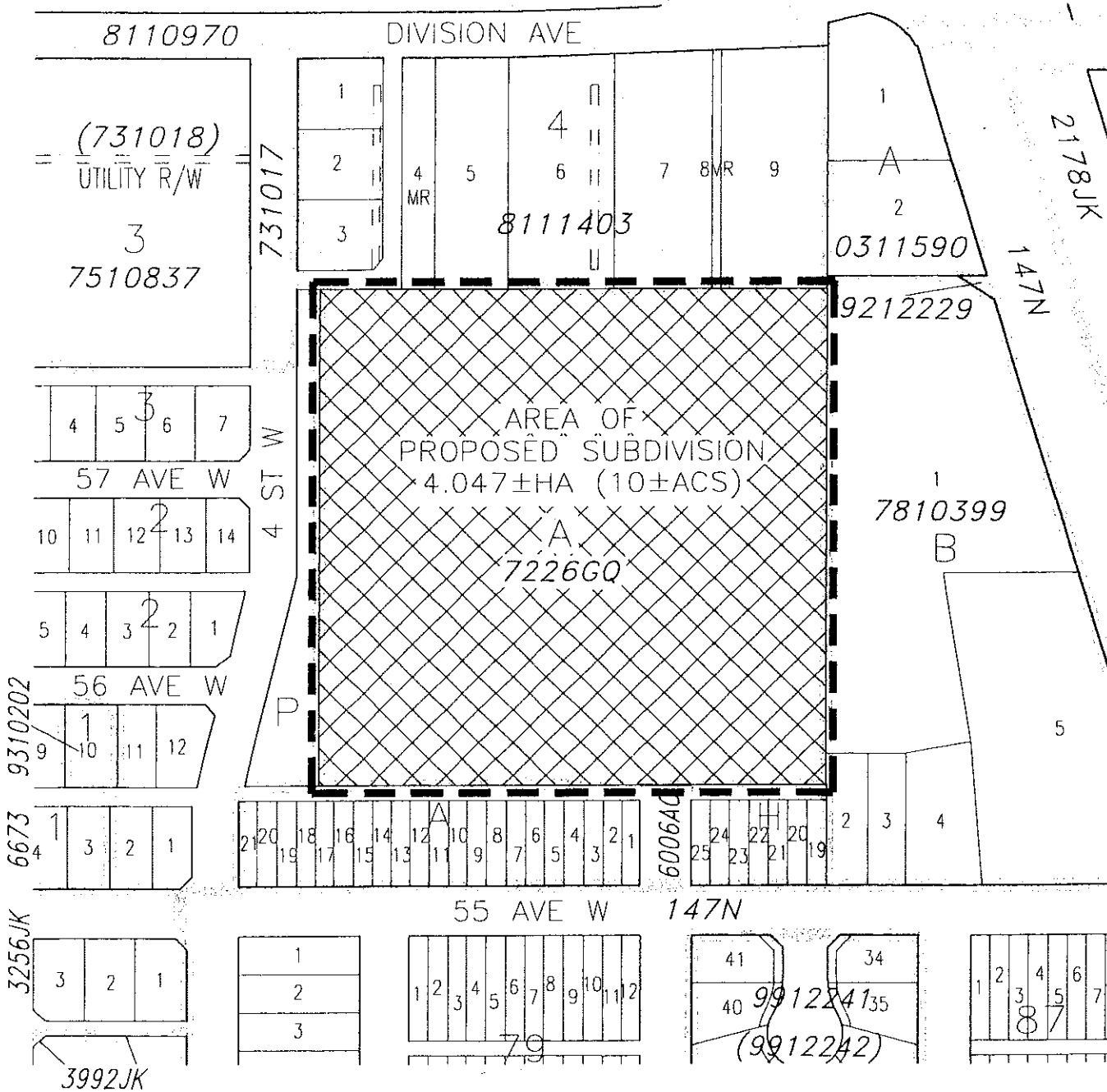
MAPS ATTACHED NEXT TWO PAGES.

Drive In Subdivision
Development
Agreement
Schedule A
MAP 1.



2006-0-157

Development Agreement
 Schedule 1 MAP 2. SUBDIVISION SKETCH



For full subdivision details, see sketch by SexSmith Associates Land Surveys Ltd. File No. S06-004
 BLOCK A, PLAN 7226GQ IN NW 1/4 SEC 26, TWP 12, RGE 27, W 4 M
 MUNICIPALITY; TOWN OF CLARESHOLM
 DATE; JUNE 15, 2006
 FILE No; 2006-0-157



0 Metres 50 100 150 200



SCHEDULE "B"**LEVIES AND FEES****I. Off-site Levies**

1. Levies shall be payable on the basis of the gross developable acres included in the land to be developed. Pursuant to Section 8, the levy schedule for residential development is:

Total Levies	\$15,000
--------------	----------

Total Per Acres Levies	\$1,500
------------------------	---------

2. Hectares within the Lands are 4.05 (10 acres). (See MAP #2)
3. The amount of the levies payable for the Lands are \$15,000 and the total levies are:

10 acres x \$1,500 = \$ 15,000
4. **NOTE:** This amount was paid by the previous landowners and does not apply to this development agreement and is for information purposes only.

SCHEDULE "C"
ADDITIONAL PROVISIONS

NONE

SCHEDULE "D"

OVERSIZING COST CALCULATIONS

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

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

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

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

The Developer is responsible for paying all costs related to boundary conditions as outlined in the letter dated May 29, 2007. Letter and developer's engineers estimates are attached (next page).

The Town will pay approximately 28% of the cost of the lane work estimated at \$22,000 in total for an estimated Town portion not to exceed \$6,000.

The Town will also pay for a flow gate to be constructed on the west storm drainage access at the Town's cost and to be engineered by the Town.

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.

TOWN OF CLARESHOLM

221 - 45 Avenue West
Box 1000, Claresholm, AB. T0L 0T0
Phone: (403) 625-3381 • Fax: (403) 625-3869
email: clares@telusplanet.net • www.townofclaresholm.com

May 29, 2007

E.J. Martin, P. Eng.
Martin Geomatic Consultants Ltd.
255 - 31st Street North
Lethbridge, AB T1H 3Z4

RE: A & J HOMES DRIVE IN DEVELOPMENT

Further to our phone conversation today, the plans for the abovementioned development were reviewed with our engineer and the Utility Planning Committee again and the following are the specific conditions to be set forth in the development agreement:

1. the Town will allow the dry pond to be designated 100% as municipal reserve,
2. the Town would like to see landscape plans or a site plan of the dry pond for our planner/development officer to review
3. the development of the park is to be paid totally by the developer,
4. the Town agrees to no sidewalks being built on the interior residential block,
5. the Town agrees to cost sharing 28% of the estimated cost of the lane work (total estimated at \$22,000 by your firm),
6. all other costs for the earthworks, local boulevard entrance up to the lane (both surface and underground utilities) and the storm drainage culvert work which are boundary conditions and are no benefit to the current residents of the Town, will be the responsibility of the developer (estimated by your firm at \$54,175.25),
7. the Town agrees to remove the current lift station at our cost so the developer can put in a new lift station at 4th Street West to handle the development's additional flow into the Town's system,
8. the Town will pay for a gate in the ditch on the west side of the development to control the flow of storm water drainage, and
9. the concrete barrier proposed for the north side of the property is accepted if it is 6 feet in height and meets all Town land use bylaw and development standard requirements.



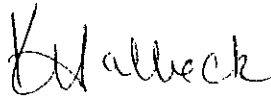
"Where The Wheatland Meets The Range"

The Town will be charging a \$1,500 per acre assessment in the amount of \$15,000 as no offsite levy is in place at this time. The Town wishes to remind the developer that if these issues cannot be agreed upon, an offsite levy bylaw will be passed in the next few weeks and at that time the developer will fall under that bylaw for additional costs to the Town of Claresholm if a development agreement is not in place.

Our office is enclosing a draft copy of the development agreement for your review and if your client is in agreement with the draft development agreement, please contact the Town and we will have a final copy compiled and sent out for signatures.

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

Yours truly,

A handwritten signature in black ink, appearing to read "K Holbeck". The signature is written in a cursive style with a large initial "K".

Kris Holbeck, CA
CAO
Town of Claresholm

cc: Ivan Chrapko, Cicon Engineering

KHH/kh

encls.

ITEM	DESCRIPTION	Qty.	Unit	Unit Price	Extension
SCHEDULE A Claresholm Residential Duplex Subdivision					
Section "A" Earth Works					
1	Fill-up and compact portion of existing pond Along West Boundary P/L(slope at min.3:1)	590	cu.m.	\$12.00	\$7,080.00
				SUBTOTAL	\$7,080.00
Section "B" Surface Works					
Local Road-Blvd. Entrance up to New Lane					
1	Supply and Install Standard Curb & Gutter (300 Pan)	62	l.m.	\$65.00	\$4,030.00
2	Wheel Chair Ramps over and above sidewalk and curb installation	2	each	\$350.00	\$700.00
3	Mono sidewalk	100	l.m.	\$110.00	\$11,000.00
4	Supply & Install Subdrains under Gutter line	100	l.m.	\$20.00	\$2,000.00
5	Subgrade Preparation (300mm Min. depth)	635	sq. m.	\$1.25	\$793.75
6	Supply and Install 200mm depth of 25mm Crushed Base Course	635	sq. m.	\$8.00	\$5,080.00
7	Supply and Install Asphalt 75mm depth	635	sq. m.	\$15.00	\$9,525.00
8	Prime Coat	635	sq. m.	\$0.70	\$444.50
9	General road Coring(to 0.10m)	90	cu.m.	\$20.00	\$1,800.00
10	Removal of Existing C&G at Tie-in(55Ave.)	22	l.m.	\$30.00	\$660.00
11	Asphalt Removal at tie-in(55Ave.)	60	sq. m.	\$0.70	\$42.00
				SUBTOTAL	\$36,075.25
Lanes					
12	Subgrade Preparation (150mm Min. depth)	1300	sq. m.	\$2.00	\$2,600.00
13	Supply and Install 50mm of 19mm Crush Base Course	1300	sq. m.	\$6.50	\$8,450.00
14	Supply and Install 150mm of 40mm or 50mm Crushed Base	1300	sq. m.	\$7.50	\$9,750.00
15	General road Coring(to 0.10m)	200	sq. m.	\$6.00	\$1,200.00
				SUBTOTAL	\$22,000.00
				SUBTOTAL ROADWAY & LANE	\$58,075.25
Section "C" Storm Drainage under Road for Town Storm Pond					
16	Supply and Install 750mm CSP Culvert	28	l. m.	\$215.00	\$6,020.00
17	Supply and Install Riprap on both ends(see Detail)	25	sq.m.	\$50.00	\$1,250.00
18	Supply and Install New Concrete Gutter Swale	25	l.m.	\$70.00	\$1,750.00
				SUBTOTAL	\$9,020.00
					Section "A" Earth Works
					Section "B" Surface Works
					Section "C" Storm Sewer
					TOTAL(Excluding GST)
					\$7,080.00
					\$58,075.25
					\$9,020.00
					\$74,175.25

*
 LANE
 COST.

* TOWN WILL CONTRIBUTE 28% or approximately \$6,000 to the cost.

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:

**HARVEST SQUARE SUBDIVISION – 29 DUPLEX RESIDENTIAL
SUBDIVISION
CLARESHOLM, ALBERTA**

PROJECTED COST TO DEVELOP (BASED ON DEVELOPER'S ENGINEERING ESTIMATES)

1. SITE WORK	
- SITE PREPARATION	\$53,380.00
- SURFACE WORK	\$444,110.00
- SANITARY SEWER	\$26,600.00
- WATER MAIN	\$1,500.00
- SERVICES TO PROPERTY	\$124,300.00
- STORM SEWER	<u>\$40,329.00</u>
SUBTOTAL SITE WORK	\$690,219.00
2. LANDSCAPING	\$70,378.50
3. INFRASTRUCTURE	
- LIFT STATIONS (STORM AND SANITARY)	<u>\$195,000.00</u>
TOTAL (INCLUDES CONTINGENCY, ENGINEERING AND UTILITIES)	\$955,597.50
<u>Security thru Final Acceptance Certificate (2 years after Completion Certificates are Issued)</u>	
Irrevocable Letter of Credit (Town of Claresholm) – Lift Stations	\$ 195,000.00
Irrevocable Letter of Credit (Town of Claresholm) – Site work	\$ 690,219.00
Irrevocable Letter of Credit (Town of Claresholm) – Landscaping	\$70,378.50
Total Security (as per Section 11)	<u>\$ 955,597.50</u>
Percentage of Total Tendered Project Costs	100%

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	\$955,597.50
<u>Security thru Construction Completion Certificate Issuance</u>	
Irrevocable letter of credit relating to Sanitary and Storm Sewer Lift Stations	\$195,000.00
Irrevocable letter of credit relating to Landscaping	\$70,378.50
<u>Security thru Final Acceptance Certificate (2 years after Completion Certificates are Issued)</u>	
Irrevocable Letter of Credit (Town of Claresholm)	\$ 690,219.00
Total Security (as per Section 11)	<u>\$ 955,597.50</u>
Percentage of Total Tendered Project Costs	100%

SCHEDULE "F"

GRANT OF EASEMENT AND RIGHT-OF-WAY

FROM:

1364335 ALBERTA INC., A Body
Corporate, incorporated under the laws of the Province
of Alberta, with its registered office at
1107 Falconridge Drive N.E., Calgary, AB, T3J 3H4
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 1364335 ALBERTA INC. is the Registered Owner of those lands described as:

**LOTS 1 – 58 INCLUSIVE
BLOCK A, PLAN 7226GQ
AND DRY POND LOT
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 Portion W, Plan 6006AC, 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.

SCHEDULE "G"
GENERAL UTILITY RIGHT-OF-WAY

This **Agreement** between

1364335 ALBERTA INC., A Body
Corporate, incorporated under the laws of the Province
of Alberta, with its registered office at
1107 Falconridge Drive N.E., Calgary, AB, T3J 3H4
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__

1364335 ALBERTA INC. being the Registered Owner of all those certain lands situated in the Province of Alberta, and more particularly described as follows, namely:

**LOTS 1 – 58 INCLUSIVE
BLOCK A, PLAN 7226GQ
AND DRY POND LOT**

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.

SCHEDULE "A"

To the Grant of Easement and Right-of-Way

SKETCH OF DEVELOPMENT AREA OUTLINED IN RED

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

1364335 ALBERTA INC.
1107 Falconridge Drive N.E.
Calgary, AB T3J 3H4

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)

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

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

TOWN OF CLARESHOLM

Mayor/Deputy Mayor

(seal)

Chief Administrative Officer

DEVELOPER

(seal)

INFORMATION ITEMS



TOWN OF CLARESHOLM
CHEQUE LISTING FOR ACCOUNTS PAYABLE

Page 1 of 5
January 07, 2010
9:32:19 AM

Cheque #	Cheque Date	CEO	CAO	Vendor #	Name	Amount
					Batch # 13338	
41486	2009-12-02			786707	Alberta SouthWest Regional Alliance Ltd.	1,280.00
41487	2009-12-02			786195	Benchmark Assessment Consultants Inc.	3,465.87
41488	2009-12-02			786483	CLARESHOLM CONTINUOUS EAVESTROUGHING	137.09
41489	2009-12-02			13325	CLARESHOLM FIRE DEPARTMENT	500.00
41490	2009-12-02			786141	CLARESHOLM TAXI	643.50
41491	2009-12-02			14205	CLEAN BRITE CHEMICAL SERVICES LTD.	481.32
41492	2009-12-02			786502	CLV HOME SPRING WATER LTD.	15.00
41493	2009-12-02			786244	CUBEX LIMITED	2,900.89
41494	2009-12-02			786397	EPCOR	73.37
41495	2009-12-02			786202	EXOVA	25.20
41496	2009-12-02			26201	FERG'S SEPTIC SERVICE	299.25
41497	2009-12-02			786145	Ghostpine Environmental Services Ltd.	3,695.22
41498	2009-12-02			786204	GIESE, BRENDA	216.00
41499	2009-12-02			786146	GODLEY'S JEWELLERY	10.50
41500	2009-12-02			786908	GOESEELS, DEBRA L	87.88
41501	2009-12-02			31955	GREYHOUND COURIER EXPRESS	21.14
41502	2009-12-02			56155	LIFESAVING SOCIETY	32.00
41503	2009-12-02			56200	LOCAL AUTHORITIES PENSION PLAN	6,576.97
41504	2009-12-02			61467	MIDFIELD SUPPLY ULC B3999	335.43
41505	2009-12-02			71400	Oldman River Regional Services Commission	9.00
41506	2009-12-02			75955	PALMER, FRED	80.00
41507	2009-12-02			786635	PCO SERVICES CORPORATION	89.25
41508	2009-12-02			786899	PEACE LUTHERAN CHURCH	450.00
41509	2009-12-02			786156	Q.E.D. ENTERPRISES LTD.	881.49
41510	2009-12-02			786536	R P WATERWORKS INC.	9.87
41511	2009-12-02			86300	RECEIVER GENERAL FOR CANADA	13,360.30
41512	2009-12-02			786468	SHAW CABLE	55.60
41513	2009-12-02			786111	STEEL, ROB	130.00
41514	2009-12-02			900	TELUS	547.31
41515	2009-12-02			786849	TJ'S TREE TRIMMING	131.25
41516	2009-12-02			97250	TRIMBLE, RAE	654.03
41517	2009-12-02			23500	W.R. MEADOWS OF WESTERN CANADA	2,226.55
41518	2009-12-02			786605	Western Canada Water & Wastewater Assoc	50.00
41519	2009-12-02			786187	Western Canada Welding Products Ltd.	326.91
41520	2009-12-02			126050	ZEE MEDICAL CANADA, INC.	57.50
						39,855.69



TOWN OF CLARESHOLM

CHEQUE LISTING FOR ACCOUNTS PAYABLE

Cheque #	Cheque Date	CEO	CAO	Vendor # Name	Amount
					Batch # 13355
41521	2009-12-09			13125 AHS - CCMHA	39.22
41522	2009-12-09			600 ALBERTA ASSOCIATION OF M.D.'S	2,048.50
41523	2009-12-09			1025 ALBERTA ONE CALL LOCATION CORP	55.65
41524	2009-12-09			13510 BEST CAP SPORTSWEAR & PROMOTIONS	703.50
41525	2009-12-09			6441 BOB HONG JANITORIAL LTD.	231.00
41526	2009-12-09			6805 BROWNLEE LLP	100.00
41527	2009-12-09			786722 CALGARY CARETAKING SUPPLIES LTD.	292.14
41528	2009-12-09			786190 CALMONT LEASING LTD.	7.10
41529	2009-12-09			786718 CICON ENGINEERING	60,376.07
41530	2009-12-09			13400 CLARESHOLM GLASS '88' LTD	65.10
41531	2009-12-09			13660 CLARESHOLM LOCAL PRESS	157.50
41532	2009-12-09			14085 CLARESHOLM NAPA AUTO	1,282.70
41533	2009-12-09			786303 CLARESHOLM VETERINARY SERVICES	32.97
41534	2009-12-09			14205 CLEAN BRITE CHEMICAL SERVICES LTD.	545.14
41535	2009-12-09			786420 COMMERCIAL SOLUTIONS INC.	625.73
41536	2009-12-09			786204 GIESE, BRENDA	100.00
41537	2009-12-09			786908 GOESEELS, DEBRA L	100.00
41538	2009-12-09			786672 HOCKLEY, CLAIR	228.99
41539	2009-12-09			36800 HOME HARDWARE	1,244.34
41540	2009-12-09			786812 MCGREGOR FILTERING EQUIPMENT (1974) LTD.	22.05
41541	2009-12-09			76300 PEDERSEN TRANSPORT LTD.	614.72
41542	2009-12-09			786168 ROBINS SOUTHERN PRINTING	619.11
41543	2009-12-09			91265 SCHUWEILER, MIKE	41.95
41544	2009-12-09			91366 SMILEY, LINDA	420.00
41545	2009-12-09			13525 SOBEYS CLARESHOLM	350.11
41546	2009-12-09			900 TELUS	82.68
41547	2009-12-09			786437 THE WRITE SOURCE	15.08
41548	2009-12-09			786217 TRUMBLEY & HAMPTON INC.	183,227.47
41549	2009-12-09			111705 WC CLASS II REGIONAL LANDFILL	5,265.90
41550	2009-12-09			126060 ZEP SALES & SERVICE OF CANADA	342.18
41551	2009-12-09			900000 CHARTRAND, MARC	3,500.00
41552	2009-12-09			900000 CHRISTY OLSON	30.00
41553	2009-12-09			900000 CURRIE, RHONDA	157.54
41554	2009-12-09			900000 EDGE ENTERTAINMENT	2,756.25
41555	2009-12-09			900000 JON DUDLEY	1,550.00
41556	2009-12-09			900000 KAYE MELLON	50.00
41557	2009-12-09			900000 LAING, ANOLA	577.50
41558	2009-12-09			900000 LOIS MACKINTOSH	50.00
41559	2009-12-09			900000 NICOLE HEWARD	25.00
41560	2009-12-09			900000 RHONDA CURRIE	100.00
41561	2009-12-09			900000 SHERRY LEVESQUE	50.00
41562	2009-12-09			900000 VOLUNTEER ALBERTA	50.00
					268,133.19
					Batch # 13359
41563	2009-12-10			11310 HI-WAY 9 EXPRESS LTD.	66.22
41564	2009-12-10			13525 SOBEYS CLARESHOLM	1,470.00
					1,536.22



TOWN OF CLARESHOLM
CHEQUE LISTING FOR ACCOUNTS PAYABLE

Cheque #	Cheque Date	CEO	CAO	Vendor # Name	Amount
				Batch # 13383	
41565	2009-12-23			850 AG-LINE	61.53
41566	2009-12-23			600 ALBERTA ASSOCIATION OF M.D.'S	4,691.35
41567	2009-12-23			6390 BISHOFF AUTO & AG CENTRE	158.73
41568	2009-12-23			786095 CHILTON, LISA	45.02
41569	2009-12-23			12350 CHINOOK COUNTRY TOURIST ASSOC.	3,591.00
41570	2009-12-23			786724 CITY OF CALGARY, CITY CASHIER 8042	1,412.99
41571	2009-12-23			13150 CLARESHOLM CASTING	78.75
41572	2009-12-23			786483 CLARESHOLM CONTINUOUS EAVESTROUGHING	480.69
41573	2009-12-23			13325 CLARESHOLM FIRE DEPARTMENT	60.00
41574	2009-12-23			786254 CLARESHOLM FLORAL & CANDY SHOPPE	46.20
41575	2009-12-23			13660 CLARESHOLM LOCAL PRESS	5,609.52
41576	2009-12-23			13900 CLARESHOLM PHARMACY LTD	42.09
41577	2009-12-23			786141 CLARESHOLM TAXI	895.50
41578	2009-12-23			786502 CLV HOME SPRING WATER LTD.	52.50
41579	2009-12-23			786058 Corporate Express	75.56
41580	2009-12-23			58000 DHL EXPRESS (CANADA) LTD.	123.18
41581	2009-12-23			786540 DIRECT ENERGY REGULATED SERVICES	50.74
41582	2009-12-23			76356 Excel Telecommunications (Canada) Inc.	35.65
41583	2009-12-23			786202 EXOVA	25.20
41584	2009-12-23			26201 FERG'S SEPTIC SERVICE	99.75
41585	2009-12-23			786373 FLAGWORKS	3,209.01
41586	2009-12-23			786597 FOOTHILLS HOME IMPROVEMENTS	73.50
41587	2009-12-23			76354 FUSION ELECTRONICS	218.50
41588	2009-12-23			786584 HACH SALES & SERVICE CANADA LTD.	1,743.00
41589	2009-12-23			49980 HARRY'S TIRE SALES (1984) LTD.	404.80
41590	2009-12-23			786199 HINKLE ELECTRIC	1,189.85
41591	2009-12-23			44000 ISAACSON, SHIRLEY	71.90
41592	2009-12-23			51050 KAZ'S SERVICE	382.60
41593	2009-12-23			786267 LAWSON PRODUCTS INC.	294.46
41594	2009-12-23			786751 LGAA	329.45
41595	2009-12-23			56200 LOCAL AUTHORITIES PENSION PLAN	7,291.33
41596	2009-12-23			786590 MINISTER OF FINANCE	146.90
41597	2009-12-23			786872 MPE ENGINEERING LTD.	39,527.88
41598	2009-12-23			786428 NEXEN MARKETING	44,501.86
41599	2009-12-23			786905 ONECONNECT SERVICES INC. T46194	98.73
41600	2009-12-23			76300 PEDERSEN TRANSPORT LTD.	146.34
41601	2009-12-23			786454 PRAXAIR DISTRIBUTION	27.22
41602	2009-12-23			786536 R P WATERWORKS INC.	2,757.72
41603	2009-12-23			86153 RANCLAND EMBROIDERY	5,077.49
41604	2009-12-23			86300 RECEIVER GENERAL FOR CANADA	12,059.35
41605	2009-12-23			786188 Reynolds Mirth Richards & Farmer LLP	539.27
41606	2009-12-23			786646 SKYLINE COFFEE BREAK SERVICES	336.30
41607	2009-12-23			91700 STARLINE SIGNS	241.50
41608	2009-12-23			786571 SUTTER, DARYL	83.18
41609	2009-12-23			786609 TASTE OF HEAVEN CAFE	47.25
41610	2009-12-23			900 TELUS	1,897.10
41611	2009-12-23			786391 THE CYPRESS GROUP	126.67
41612	2009-12-23			96730 THE MACLEOD GAZETTE	36.75
41613	2009-12-23			786437 THE WRITE SOURCE	23.05



TOWN OF CLARESHOLM
CHEQUE LISTING FOR ACCOUNTS PAYABLE

Cheque #	Cheque Date	CEO	CAO	Vendor #	Name	Amount
41614	2009-12-23			786217	TRUMBLEY & HAMPTON INC.	156,033.46
41615	2009-12-23			4090	WARNACO SWIMWEAR GROUP	1,213.33
41616	2009-12-23			786378	WESTCAN WIRELESS	2,362.50
41617	2009-12-23			126050	ZEE MEDICAL CANADA, INC.	237.31
41618	2009-12-23			126060	ZEP SALES & SERVICE OF CANADA	576.16
41619	2009-12-23			900000	AVIAN PUBLISHING	346.45
41620	2009-12-23			900000	CLARESHOLM GENERAL HOSPITAL	41.39
41621	2009-12-23			900000	Claresholm School Fundraising Society	2,500.00
41622	2009-12-23			900000	DENNIS HOFFMAN	3,591.00
41623	2009-12-23			900000	EDWARDS LAND SERVICES LTD.	3,943.54
41624	2009-12-23			900000	MYRON	326.47
41625	2009-12-23			900000	R & A HOFFMAN FARMS LTD.	3,591.00
41626	2009-12-23			900000	RENE CHARTRAND	1,632.50
41627	2009-12-23			900000	WELLS, HARTFORD & JUDY	400.00
						317,314.02



TOWN OF CLARESHOLM
CHEQUE LISTING FOR ACCOUNTS PAYABLE

Cheque #	Cheque Date	CEO	CAO	Vendor #	Name	Amount
					Batch # 13401	
41628	2009-12-31			600	ALBERTA ASSOCIATION OF M.D.'S	52.50
41629	2009-12-31			786354	BONETTI, TONY	100.00
41630	2009-12-31			786427	BOUNDARY EQUIPMENT (CALGARY) LTD.	747.35
41631	2009-12-31			11250	CANADIAN LINEN SUPPLY	317.06
41632	2009-12-31			13250	CLARESHOLM CHILD CARE SOCIETY	2,183.50
41633	2009-12-31			13400	CLARESHOLM GLASS '88' LTD	2,570.40
41634	2009-12-31			786141	CLARESHOLM TAXI	594.00
41635	2009-12-31			58000	DHL EXPRESS (CANADA) LTD.	145.92
41636	2009-12-31			786202	EXOVA	25.20
41637	2009-12-31			786204	GIESE, BRENDA	120.00
41638	2009-12-31			786146	GODLEY'S JEWELLERY	1,190.70
41639	2009-12-31			786908	GOESEELS, DEBRA L	150.00
41640	2009-12-31			786199	HINKLE ELECTRIC	94.50
41641	2009-12-31			786648	HOLBECK, KRISTINE H	90.00
41642	2009-12-31			26900	IRON ROCK ENTERPRISES LTD	15,703.59
41643	2009-12-31			44000	ISAACSON, SHIRLEY	104.50
41644	2009-12-31			786620	LEONARD, DON	104.50
41645	2009-12-31			56200	LOCAL AUTHORITIES PENSION PLAN	7,477.42
41646	2009-12-31			786519	MACPHERSON, DOUG	104.50
41647	2009-12-31			786570	MOORE, DAVID	104.50
41648	2009-12-31			66100	NATIONAL SECRETARY-TREASURER	1,688.42
41649	2009-12-31			76300	PEDERSEN TRANSPORT LTD.	80.15
41650	2009-12-31			786273	QUAYLE, CONNIE	104.50
41651	2009-12-31			86300	RECEIVER GENERAL FOR CANADA	11,740.41
41652	2009-12-31			786111	STEEL, ROB	225.50
41653	2009-12-31			786571	SUTTER, DARYL	104.50
41654	2009-12-31			900	TELUS	3,459.14
41655	2009-12-31			97000	TOWN OF CLARESHOLM	27.58
41656	2009-12-31			97001	TOWN OF CLARESHOLM	23.18
41657	2009-12-31			101400	UNITED FARMERS OF ALBERTA	1,572.81
41658	2009-12-31			786187	Western Canada Welding Products Ltd.	97.70
41659	2009-12-31			900000	CASCADE WEAR LTD.	835.80
41660	2009-12-31			900000	ENVIRO RENTALS	558.52
41661	2009-12-31			900000	JOE KULAS	375.00
41662	2009-12-31			900000	MICHELLE DAY	196.57
41663	2009-12-31			900000	ROSS TRIMBLE	4,193.54
						<hr/> 57,263.46
					Total	684,102.58



Principal

Mr. K.
Hewson

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

K-4 Week at a Glance

Monday, December 14	
Tuesday, December 15	Hot Dog Day
Wednesday, December 16	Concert Dress Rehearsal 1:00 pm
Thursday, December 17	Pizza Day Concert 2 pm
Friday, December 18	Staff Planning Day—no school for students

Phone: (403) 625-3371

Fax: (403) 625-4920

5-7 Week at a Glance

Monday, December 14	Hot Dog Day
Tuesday, December 15	Pizza Day
Wednesday, December 16	Gr. 5 swim 10 am
Thursday, December 17	Concert Dress Rehearsal 9 am Concert 7 pm
Friday, December 18	Christmas Spirit Day Grade 7 skate—9 am—noon Grade 6 swim—10 am

Phone: (403) 625-4464

Fax: (403) 625-4283

Principal's Update

West Meadow Elementary School

Monday, December 14

Christmas Around the World

We are looking forward to sharing our annual Christmas Concerts with families and friends this week. Both concerts for each school site will be held at the **Community Center**.

K-4 Concert—Thursday, 2 pm

5-7 Concert—Thursday, 7 pm



Donations for the Claresholm Food Bank will be accepted at both concerts.

Please see the boxes on the right for specific information for both concerts.



Hot Chocolate for Students!



A special thank you to our School Council, who will be providing a Christmas treat of hot chocolate to students at both sites at lunch time. K-4 students will be receiving hot chocolate on Wednesday, with 5-7 students receiving the treat on Thursday.



Olympic Learning

In January, our school will be preparing for the Olympic Torch arrival in Claresholm and related learning connected to this historic event. This will begin with a whole school field trip to Canada Olympic Park, tentatively scheduled for K-4 for January 13 and 5-7 for January 14. Keep checking back to the website for information for parents.



Looking Ahead...



- Dec. 19-** Christmas Break—back on January 4
- Jan. 3** Grade 6-7 parent meeting 7:00 pm @ K-4 site
- Jan. 12** K-4 Field Trip—Canada Olympic Park
- Jan. 13** 5-7 Field Trip—Canada Olympic Park
- Jan. 14** Olympic Torch arrival
- Jan. 18** School Council Meeting 6:30 pm @ 5-7 site

K-4 Concert Notes

- Students will travel by bus to the Community Center for a dress rehearsal on Wednesday at 1 pm
- On Thursday, students will travel by bus to the Community Center for the concert at 2 pm with their coats and backpacks. Students will be dismissed directly from the Center, with bus students being taken directly to the High School. Students will not be returning to the K-4 site following the concert.

5-7 Concert Notes

- Students will travel by foot to the Community Center for a dress rehearsal on Thursday after announcements.
- Students will need to be at the Community Center by 6:30 pm for the concert on Thursday.



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

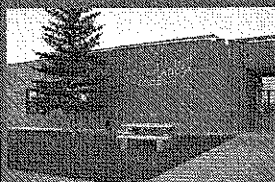
**January
2010**



Caring Begins With You and Me!

K-4 Facility

5318—2nd St. W.
Box 728
Claresholm, AB
T0L 0T0
Ph: (403) 625-3371
Fax: (403) 625-4920



5-7 Facility

5613—8th St. W.
Box 130
Claresholm, AB
T0L 0T0
Ph: (403) 625-4464
Fax: (403) 625-4283

Principal

Mr. Kurtis Hewson

Assistant Principal

Ms. Karen Bingley
K-4 Facility

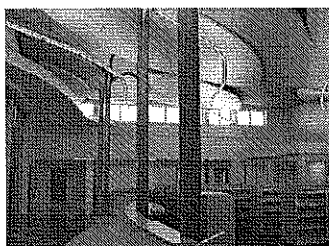
Assistant Principal

Mrs. Lynne Penniket
5-7 Facility



West Meadow Elementary News

Welcome to 2010! We hope you enjoyed an enjoyable holiday break and are excited for the new opportunities of the New Year!



Modernization Update

As students returned on Monday to the 5-7 site, they were excited to see the wall down and the new common area open for all! Although there are still some minor work being done in unoccupied classrooms and hallways, the majority of the work has been completed. Here are a few notes for all concerning the modernization and planning.

- We are still on pace for the school to begin operation as a K-6 facility in September 2010.
- On the website, click on Highlights to find a new Modernization and Planning section. Information regarding continued K-6 planning and grade 7-8 planning can be found there. More information will be continually added to the site.
- We will be moving the 5-7 library from the south end of the building into its new home in the last week of January.
- The first shipment of new furniture for the school will be arriving in January and put into classrooms as soon as possible.



West Meadow Elementary School Logo

In next week's Principal's Update, the process for the creation of a new logo for West Meadow Elementary (K-6) will be shared. The information will also be posted on the website. We look forward to your thoughts and ideas!

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

K-4 News



Upcoming Events

January 13, 2010

Field trip to Canada Olympic Park

January 18, 2010

Olympic Torch arrives

January 19, 2010

*School Council Meeting—6:30 pm
5-7 Site*

January 29, 2010

Staff Planning no school for students



Preparing for the Olympics!

In January, our community welcomes the Olympic torch as it passes through Claresholm. West Meadow Elementary is preparing for this historic event!

On the website, click on Highlights and then Olympics to visit the new Olympics section, with event reminders, links to Olympic sites, and parent updates regarding our school's Olympic activities.

Continue to check back often for the latest information!

On **January 13 and 14**, students and staff will be traveling to Canada Olympic Park to visit the Olympic Museum. Notes regarding this field trip, as well as permission forms, have been sent home. Please return these to the school by Tuesday, January 12. Pictures from the field trip will be posted to the website.

On **January 18 at 10:00 am**, the Olympic Torch makes it's way to the West Meadow Elementary K-4 site. A full day of activities are being planned for West Meadow students and an agenda for the day will be sent home next week. Please plan to join us at 10:00 am for the official entry of the Torch—dress for the weather as we will be outside!

On **February 12**, coinciding with the opening ceremonies of the Olympics, we will be hosting an Olympic Expo at the newly modernized 5-7 site. Not only will this be a chance to see the completed modernization but celebrate the opening of the Olympics in Vancouver. An agenda for the day will be included in our February newsletter.



Reminder for Parents and Students

Please ensure that toys and electronic devices, including electronic games and music players, are not brought to school. These items are often misplaced or broken while at school.

If any toys or electronic devices are brought to school, students are asked to leave them in their backpack and take them home. If students needed to be reminded multiple times, they will be given to the office and will need to be picked up by the parents.



Accountability Surveys

You may have recently seen newspaper articles on Provincial Achievement Tests (PATs) or changes to the Grade 12 Diploma Exams. Both PATs and Diploma Exams contribute to the Accountability Pillar, a tool used by Alberta Education to evaluate how well the education system is meeting the expectations of parents and the public. All parents want to know that their children are receiving a quality education. Grades are important but there is more to it than that. A quality education helps all children make the most of their talents and abilities.


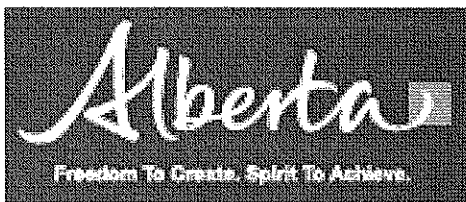
The Accountability Pillar uses a set of 16 indicators consisting of surveys of students, parents and teachers on various aspects of quality; student outcomes such as dropout and high school completion rates; and provincial assessments of student learning.

From January to the end of February, Alberta Education will be conducting the annual Accountability Pillar Survey. In January, parents of students in grades 4 and 7 will receive a survey from Alberta Education. In February, students in grades 4 and 7 and all teachers will be completing their surveys online at school.


All surveys are anonymous and ask questions about experiences with this school. As an annual check-up on the education system, the Accountability Pillar provides an opportunity for Alberta Education and school authorities to ensure that we're equipping students for success. Your participation in the survey helps, so we encourage you to return your survey promptly.

Survey results will be available to jurisdictions in May 2010, and will be reported publicly by jurisdictions as part of their 3-Year Education Plans and Annual Education Results Reports.

Please take the time to complete and return these surveys, which will be arriving by mail. The results received are valuable information for the school in future planning.

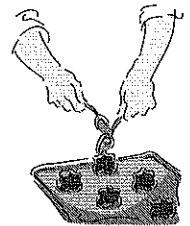


FREE SWIMMING
Saturdays
Starting January 9, 2010
Public Swim
2 - 4 p.m.
Claresholm Aquatic Centre
Everyone Welcome
Maximum 125 people
Sponsored by your local Family Physicians,
The Town of Claresholm and the Claresholm
Healthy Community Coalition
Keep Active ~ Keep Well

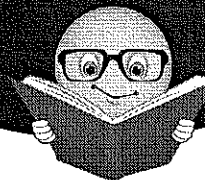


Extra Cookie Dough

We still have some extra frozen Cookie Dough. If anyone would like some, please contact the office



Check the Website for the November/December READO winners. The new READO card for January/February can be found in the student agenda.



5-7 News



Upcoming Events

January 12, 2010

*Grade 6-7 Parent Meeting—7:00 pm
K-4 Site*

January 14, 2010

Field trip to Canada Olympic Park

January 18, 2010

Olympic Torch arrives

January 19, 2010

*School Council Meeting—6:30 pm
5-7 Site*

January 26, 2010

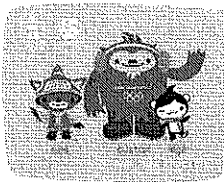
*Safety Patrollers skate with the Hurricanes in
Lethbridge*

January 28, 2010—1:00 pm

*Olympic Speaker—Jayson Krause
National Bobsled Athlete for 9 years*

January 29, 2010

Staff Planning no school for students



Preparing for the Olympics!

In January, our community welcomes the Olympic torch as it passes through Claresholm. West Meadow Elementary is preparing for this historic event!

On the website, click on Highlights and then Olympics to visit the new Olympics section, with event reminders, links to Olympic sites, and parent updates regarding our school's Olympic activities.

Continue to check back often for the latest information!

On **January 13 and 14**, students and staff will be traveling to Canada Olympic Park to visit the Olympic Museum. Notes regarding this field trip, as well as permission forms, have been sent home. Please return these to the school by Tuesday, January 12. Pictures from the field trip will be posted to the website.

On **January 18 at 10:00 am**, the Olympic Torch makes it's way to the West Meadow Elementary K-4 site. A full day of activities are being planned for West Meadow students and an agenda for the day will be sent home next week. Please plan to join us at 10:00 am for the official entry of the Torch—dress for the weather as we will be outside!

On **February 12**, coinciding with the opening ceremonies of the Olympics, we will be hosting an Olympic Expo at the newly modernized 5-7 site. Not only will this be a chance to see the completed modernization but celebrate the opening of the Olympics in Vancouver. An agenda for the day will be included in our February newsletter.



Attention: Country Families

If you reside in the country it is very important that you have a storm home contact. If the busses cannot run in the afternoon due to bad weather, then your child needs a home to go to. Please call the office and give Mrs. Sillito the information.

School Fees:

Reminder to pay your school fees, please make payment arrangements with the office

Entering the school:

Please check in the office when you enter the school. It is important that we know who is in the building. Lunches, notes, messages, etc can be left in the office and your child will be called down.

Accountability Surveys

You may have recently seen newspaper articles on Provincial Achievement Tests (PATs) or changes to the Grade 12 Diploma Exams. Both PATs and Diploma Exams contribute to the Accountability Pillar, a tool used by Alberta Education to evaluate how well the education system is meeting the expectations of parents and the public. All parents want to know that their children are receiving a quality education. Grades are important but there is more to it than that. A quality education helps all children make the most of their talents and abilities.

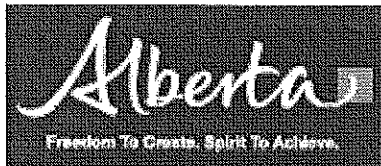
The Accountability Pillar uses a set of 16 indicators consisting of surveys of students, parents and teachers on various aspects of quality; student outcomes such as dropout and high school completion rates; and provincial assessments of student learning.

From January to the end of February, Alberta Education will be conducting the annual Accountability Pillar Survey. In January, parents of students in grades 4 and 7 will receive a survey from Alberta Education. In February, students in grades 4 and 7 and all teachers will be completing their surveys online at school.

All surveys are anonymous and ask questions about experiences with this school. As an annual check-up on the education system, the Accountability Pillar provides an opportunity for Alberta Education and school authorities to ensure that we're equipping students for success. Your participation in the survey helps, so we encourage you to return your survey promptly.

Survey results will be available to jurisdictions in May 2010, and will be reported publicly by jurisdictions as part of their 3-Year Education Plans and Annual Education Results Reports.

Please take the time to complete and return these surveys, which will be arriving by mail. The results received are valuable information for the school in future planning.



Milk Program

When you order your child's milk in the New Year, please make cheques payable to the West Meadow Elementary School.

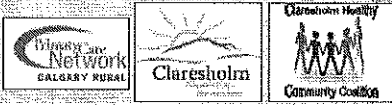



FREE SWIMMING
Saturdays
Starting January 9, 2010
Public Swim
2 - 4 p.m.
Claresholm Aquatic Centre

Everyone Welcome
Maximum 125 people

Sponsored by your local Family Physicians,
The Town of Claresholm and the Claresholm
Healthy Community Coalition

Keep Active ~ Keep Well



Golden Eagle Children's Choice Book Award

We have two students who have already read all ten books. Congratulations to Anita VanRootselaar and William Gray! Our students are busy reading to qualify as a judge by Friday, **February 26th**. Students must read 5 books to become a judge. Students who have qualified as a judge by mid January will be treated to ice cream. The Public Library, in partnership with the schools and Golden Eagle Award committee, are offering the Reading Club. A facilitator will help the kids read the Golden Eagle nominated books, discuss them, have related activities and discussions. The Club will meet every second Friday. We're hoping this will help motivate the kids to read enough books to qualify to vote for their favourite author; and be eligible to enter the draw for the family night stay at the Ramada Inn with the water slide. We will be moving into our beautiful new library the last week of January!

K-4 Calendar

January 2010


Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
3	4	5	6	7	8	9
Chance C.	Madison M.	Hot dog day Brieann D/		Pizza Day Kairyna L.		Carson D Megan M.
10	11	12	13	14	15	16
Taylor H.		Hot dog day	Field trip to Canada Olympic Park Kyle V.	Pizza Day Jacob P.		Jaylen M.
17	18	19	20	21	22	23
	Olympic Torch arrives	Hot dog day School Council Meeting 6:30 pm		Pizza Day	Sean B, Colin M Matthew V.	Spencer R.
24	25	26	27	28	29	30
	Ethan W.	Hot dog day		Pizza Day	Staff Planning No school for students Nathan V.	

5-7

Calendar

January 2010

Sunday Monday Tuesday Wednesday Thursday Friday Saturday

						1 Happy New	2
3	4 Please call the school if your child(ren) will be absent 625-4464. Welcome Back!!! 6A Safety Patrol Hot Dog Day	5 Pizza Day	6	7 Taco In A Bag	8	9 	
10	11 6AA Safety Patrol	12 Pizza Day Gr 6-7 Parent Meeting re: next year 7:00pm K-4 Site	13	14 Sub Day School Field Trip to Olympic Hall of Fame	15	16	
17	18 5A Safety Patrol Hot Dog Day Olympic torch stops in Claresholm	19 Pizza Day School Council Meeting 6:30 pm	20	21 Taco In A Bag	22 Gr 7 swim 9-10:30	23	
24/31	25 5AA Safety Patrol	26 Pizza Day Safety Patrollers skate with the Hurricanes	27 Gr 6 swim 2-3:00	28 Sub Day Gr 5 swim 10-11:00 Olympic Speaker 1:00 pm	29 LRSD Staff Planning Day	30	

Board Highlights

December 8, 2009



Livingstone Range
SCHOOL DIVISION

Board Priorities Update

Each month trustees are provided with an overview of the work that has been completed to address one of the Board's identified priorities. The priority for this month's reporting is related to improving First Nation, Métis and Inuit student success and achievement. Actions completed in November include:

- ⇒ Senior management attendance at the Stats Canada Forum on Aboriginal Strategies;
- ⇒ FNMI Advisory Committee meeting;
- ⇒ Response Ability Training with 38 attendees;
- ⇒ STAY staff meeting with community agencies, Kids First and providing a float in the Santa Claus parade;
- ⇒ Grade 8 staff of F.P. Walshe met to begin implementation of the Pyramid of Interventions;
- ⇒ W.A. Day students created Dance Shawls for girls and ribbon shirts for boys in preparation for the Spring Pow Wow.

Instructional Funding Framework Principles Process

The Board of trustees approved a process for establishing principles for the Instructional Funding Framework. This process has four phases.

- Phase One Setting the Context.
This ensures an understanding of the current jurisdictional funding framework.

- Phase Two Trustee consultation with stakeholders.
This includes Student Councils, School Councils, Regional School Council and Admin Council.

- Phase Three Deliberations.
This provides time to review stakeholder input and to write a first draft of the principles.

- Phase Four Confirmation
This allows stakeholders to review and confirm the final funding framework.

LRSD Contribution of the Provincial Funding Shortfall

In August of 2009, Livingstone Range School Division was advised about a 'fiscal correction' of \$585,302 for the 2009-2010 school year. Of the \$585,302 reduction by the Province to the School Division, \$300,000 came from the Division's unrestricted new assets and the remaining \$285,302 came from utilizing the 2009-2010 Instructional Funding Allocation formulas. As a result, LRSD schools saw an approximate \$350 per student reduction in their allocation per student from their initial budgets that were completed in the spring of 2009. Fortunately for our schools, the balance remaining in school operating reserves, as at August 31, 2009, was much higher than they had anticipated when completing their 2008-2009 budgets. Actual school operating reserves, as at August 31, 2009 amounted to \$2,072,610 compared to a figure of \$1,055,954.

For more information please refer to the LRSD website.

Jurisdictional Career & Technology Studies Plan, 2009-2012

In 2009 the Board of Trustees identified improving student access to a broader range of high school programs as one of their four priorities. Over the past two years a considerable amount of ground work has been completed to inform this plan. A vision for the development of CTS programs has been articulated. As well, trustees have developed a set of high school programming guiding principles. Further, environmental scans involving input from students, parents, school staff and community have been completed. The Action Plan which has been developed and included in the plan addresses programming, staffing, facilities and equipment.

For more information, please refer to the website for a copy of the plan.

If you require further information on any of the Board Highlights listed above, please contact the Chairman of the Board, Dick Peterson at (403) 563-3212 or (403) 625-7071 (cell).



SouthGrow

Regional Initiative

105, 200-5th Avenue South
Lethbridge, AB, Canada T1J 4L1
Phone (403) 381-5414
Fax (403) 381-5741
info@southgrow.com
www.southgrow.com

December 29, 2009

Ms. Kristine Wickheim
Advertising Department
Frontier Western Shop
P.O. Box 1450
Claresholm, Alberta T0L 0T0

City of Lethbridge
Town of Cardston
Town of Claresholm
Town of Coaldale
Town of Coalhurst
Town of Magrath
Town of Milk River
Town of Picture Butte
Town of Raymond
Town of Taber
Town of Vauxhall
Town of Vulcan
Village of Barons
Village of Carmangay
Village of Champion
Village of Coutts
Village of Lomond
Village of Milo
Village of Nobleford
Village of Stirling
Village of Warner
Cardston County
County of Lethbridge
MD of Taber
Vulcan County
County of Warner
Blood Tribe

Dear Ms. Wickheim:

Re: SouthGrow Regional Initiative's *Celebration of Creating Opportunities ...*

SouthGrow Regional Initiative has organized a recognition event to honor organizations, communities, businesses, individuals and/or agencies for the part they have played in attracting, retaining and/or growing business and industry as well as collaborating, in order to develop the local and regional economy.

On behalf of the SouthGrow Management Board, I wish to congratulate Frontier Western Shop on being nominated in the category of "*Excellence in Business Retention/ Growth/ Expansion*".

Please accept this letter as our invitation to you and a guest to attend the Third Annual Recognition Event scheduled for Thursday evening, January 21, 2010 at the Lethbridge Lodge & Convention Centre (Upstairs Ballroom). Networking and registration begins at 5:30 p.m., with dinner at 6:00 p.m., followed by the presentation of awards.

Kindly RSVP via phone at 403-381-5414 or email mary.swanek@gov.ab.ca on or before January 15, 2010. Please note that additional tickets may be purchased for \$30.00 per person.

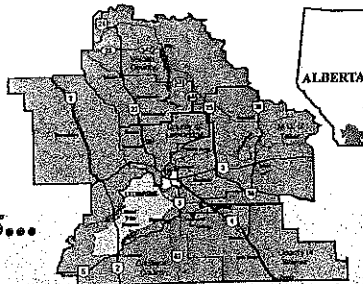
I look forward to meeting you on the evening of January 21st.

Sincerely,

Sandra Nelson, Chair
SouthGrow Regional Initiative

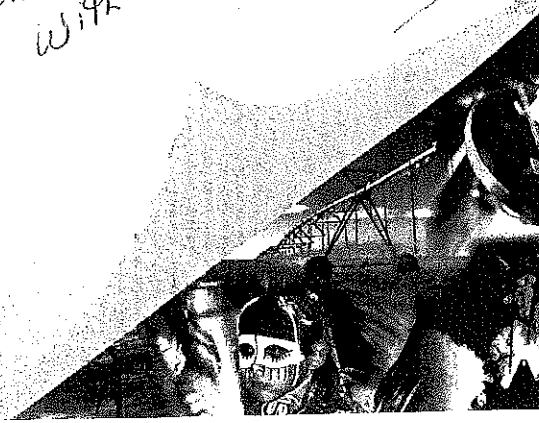
Encls.

Dear,
Two complimentary
tickets were included
with this letter.
Mary



Creating Opportunities...

Mailed: Dec. 29/09





SouthGrow

Regional Initiative

105, 200-5th Avenue South
Lethbridge, AB, Canada T1J 4L1
Phone (403) 381-5414
Fax (403) 381-5741
info@southgrow.com
www.southgrow.com

December 29, 2009

Ms. Maggie Macdonald, Chief Executive Officer
Chinook Arch Regional Library System
2902 - 7th Avenue N.
Lethbridge, Alberta T1H 5C6

City of Lethbridge
Town of Cardston
Town of Claresholm
Town of Coaldale
Town of Coalhurst
Town of Magrath
Town of Milk River
Town of Picture Butte
Town of Raymond
Town of Taber
Town of Vauxhall
Town of Vulcan
Village of Barons
Village of Carmangay
Village of Champion
Village of Coutts
Village of Lomond
Village of Milo
Village of Nobleford
Village of Stirling
Village of Warner
Cardston County
County of Lethbridge
MD of Taber
Vulcan County
County of Warner
Blood Tribe

Dear Ms. Macdonald:

Re: SouthGrow Regional Initiative's *Celebration of Creating Opportunities ...*

SouthGrow Regional Initiative has organized a recognition event to honor organizations, communities, businesses, individuals and/or agencies for the part they have played in attracting, retaining and/or growing business and industry as well as collaborating, in order to develop the local and regional economy.


On behalf of the SouthGrow Management Board, I wish to congratulate RISE Video Conference Network: Chinook Arch Regional Library System partnering with Marigold and Shortgrass Library Systems, on being nominated in the category of "*Excellence in Innovation*".

Please accept this letter as our invitation to you (or an alternate) and a guest to attend the Third Annual Recognition Event scheduled for Thursday evening, January 21, 2010 at the Lethbridge Lodge & Convention Centre (Upstairs Ballroom). Networking and registration begins at 5:30 p.m., with dinner at 6:00 p.m., followed by the presentation of awards.

Kindly RSVP via phone at 403-381-5414 or email mary.swanek@gov.ab.ca on or before January 15, 2010. Please note that additional tickets may be purchased for \$30.00 per person.

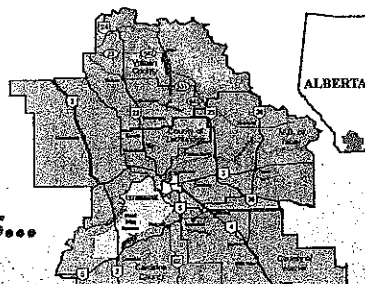
I look forward to meeting you on the evening of January 21st.

Sincerely,


Sandra Nelson, Chair
SouthGrow Regional Initiative

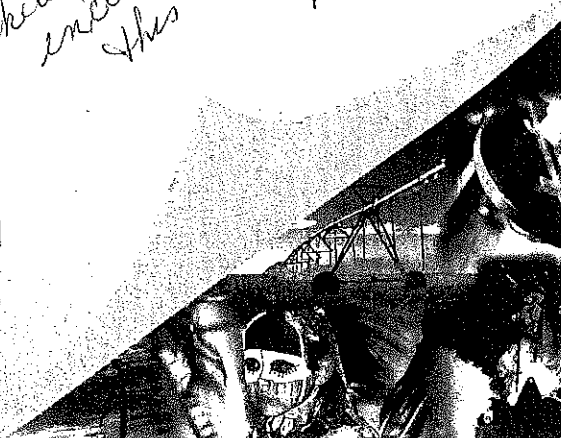
Encls.

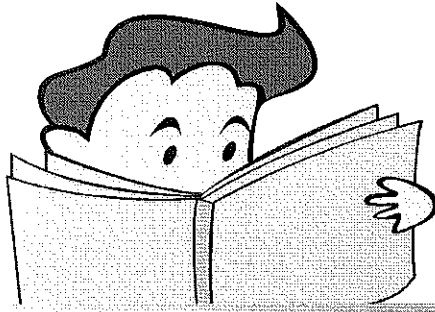
*Daryl,
Two complimentary
tickets were
included with
this letter -
Mary*



Creating Opportunities...

Mailed! Dec 31/09





OLYMPIC NEWS for PARENTS

January 8, 2010

TO ALL PARENTS...

Just a few updates on our upcoming Olympic activities.

FIELD TRIP INFORMATION:

January 13 – K – Grade 4 field trip to the Olympic Hall of Fame in Calgary

January 14 – K & Grades 5-7 to the Olympic Hall of Fame in Calgary

For any parents wanting to make the trip to Calgary, **we need you to pre-purchase tickets** from us at the school by Tuesday morning, January 12. In order for you to get the \$8.50 rate, we have to report how many additional parents/siblings will be attending with us. Otherwise, you will have to pay \$16 at the entrance.

If any parent would like to come along and be our "official" Olympic torch photographer, please let Kurtis know at the school. There is an opportunity to take photos of students with the Calgary 1988 Winter Olympic Torch, however, due to the schedule, staff will not be able to do this.

We would like to thank the following for supporting our Olympic plans to date.

TOWN OF CLARESHOLM

Claresholm Sons of Norway Hamar Lodge
Claresholm Kinsmen - Claresholm Kinettes
Claresholm Ministerial Association
ATB Financial - YPM Accountants
Foothills Ford - KidSport Claresholm
Claresholm Storage & Towing

OLYMPIC TORCH DAY

Monday, January 18, 2010
Elementary School playground

Everyone welcome to attend!
Come out and cheer on the Olympic Torch on its way to the 2010 Vancouver Olympics!

- 9:30 am Music by the University of Lethbridge Steel Drum Band
- 10:00 am MC Kurtis Hewson - Welcome!
- 10:08 am Torch scheduled to arrive in Claresholm (begins by the Claresholm Centre for Mental Health & Addictions, makes its way down 2nd Street to the school)
- 10:21 am Olympic Torch scheduled to arrive at Elementary School
- 10:25 am Singing of O' Canada
- Dignitaries: MP Ted Menzies, MLA Evan Berger, Deputy Mayor Shirley Isaacson
- Torch leaves Claresholm
- Steel Drum Band plays
Banner Signing
Coffee and Hot Chocolate

SOUND BY DESPARADO SOUND/JOHN DeDOMINICIS

Students will be participating in cross-graded Olympic activities at this site until 2:30 pm.