



TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
REGULAR COUNCIL MEETING  
AUGUST 15, 2011  
AGENDA

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

CALL TO ORDER

- AGENDA: ADOPTION OF AGENDA
- MINUTES: REGULAR MEETING MINUTES JULY 18, 2011
- FINANCES: JULY 2011 BANK STATEMENT
- DELEGATIONS: WEST MEADOW ELEMENTARY SCHOOL PARENT COUNCIL  
RE: Toboggan Hill
- ACTION ITEMS:
1. CORRES: Hon. Cindy Ady, Minister of Tourism, Parks and Recreation  
RE: 2014 Alberta Summer Games
  2. CORRES; Hon. Hector Gourdreau, Minister of Municipal Affairs  
RE: 2011/12 Regional Collaboration Program
  3. CORRES: Alberta Transportation  
RE: Fall 2011 AUMA Convention
  4. CORRES: Evan Berger, MLA, Livingstone-Macleod  
RE: Claresholm Elementary School
  5. CORRES: Claresholm & District FCSS  
RE: Resource & Registration Fair
  6. CORRES: Meals on Wheels  
RE: Financial Assistance
  7. DRAFT LEASE AGREEMENT: Claresholm Animal Rescue Society
  8. PROPERTY TAX EXEMPTION APPLICATION: Appaloosa Horse Club of Canada
  9. STAFF REPORT: Tax Recovery Property Sale Reserve Bid
  10. STAFF REPORT: Tax Recovery Sale 2011 Update
  11. STAFF REPORT: Frog Creek Drainage Corridor Agreement
  12. POLICY #GA 08-11: Personal Use of Vehicle
  13. POLICY #CEDC 08-11: Municipal Sustainability Initiative (MSI) Operating Grant
  14. CORRES: Grant Jordan  
RE: Resignation from Community Standards Committee
  15. ADOPTION OF INFORMATION ITEMS

INFORMATION ITEMS:

1. Cheque Listing for Accounts Payable – July 2011
2. Claresholm & District Museum Board Meeting Minutes – June 22, 2011
3. Enforcement Update Report for June 2011
4. Enforcement Update Report for July 2011
5. Oldman River Regional Services Commission Executive Meeting Minutes – May 12, 2011

ADJOURNMENT:



**TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
REGULAR COUNCIL MEETING MINUTES  
JULY 18, 2011**

**CALL TO ORDER:** The meeting was called to order at 7:00pm by Mayor David Moore

**PRESENT:** Mayor David Moore; Councillors: Betty Fieguth, Doug MacPherson, Connie Quayle, Daryl Sutter and Judy Van Amerongen; Chief Administrative Officer: Kris Holbeck; Secretary-Treasurer: Karine Wilhauk

**ABSENT:** Councillor David Hubka

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

**CARRIED**

**MINUTES:** **REGULAR MEETING – JUNE 27, 2011**

Moved by Councillor Van Amerongen that the Regular Meeting Minutes of June 27, 2011 be accepted as presented.

**CARRIED**

**FINANCES:**

**JUNE 2011 BANK STATEMENT**

Moved by Councillor Sutter to accept the June 2011 bank statement as presented.

**CARRIED**

**PUBLIC HEARING:**

**1. BYLAW #1564 – Area Structure Plan**

Mayor Moore declared the hearing open at 7:01pm.

Mayor Moore made the first call for submissions from the public.

Peter Duerholt asked what the lot sizes are because in Calgary, the houses are too close together and they are concerned, especially with our high winds.

Jeff Gibeau, Manager of Regulatory and Property Services, responded that the vast majority of the development will be single family homes with lot sizes of about 50X100 feet. Plus, since Claresholm is outside the 10 minute response minimum for the fire department, the setbacks will be doubled. Much of the plans are decided on by following Alberta Building Code rules.

Gerry Green asked about who is going to look after 8<sup>th</sup> Street when the road gets used more, plus what will happen with the storm water in that area.

Jeff responded that 8<sup>th</sup> Street is an offsite transportation corridor, and the arrangement for what will happen will be decided in the future stages with the developer. Storm water is to be held in retention ponds mandated through Alberta Environment, where storm water is collected and released over time.

Gerry Green asked for who is going to pay for the development and all that goes into it.

Jeff responded that the developer is responsible through the development agreement. All offsite items such as 8<sup>th</sup> Street will be dealt with.

Cec Herrington asked how long is the developer responsible for the area he has developed.

Jeff responded that the developer is responsible for everything on the site until steps are completed. After construction there is a warranty period before the town takes over the development. Warranties are usually 12 to 24 months after the construction is completed.

Gerry Green asked how many houses they are planning to build.

Jeff responded about 70 houses to start with.

Roberta Green asked about architectural controls, which will need to be reviewed by the town before construction. There are homes in Claresholm that are not selling, and the schools are going to be in flux until WCCHS has been upgraded. Plus there are subdivisions in town where nothing is happening. It will take some time to get lots ready for construction, so hopefully the market will pick up in the future.

Dave Mulholland has an easement for access at the south end of the development. What is the proposal regarding the easement and access. 59<sup>th</sup> Avenue West will be extended and then his road will begin.

Mayor Moore made the second and third calls for submissions from the public.

No other representations either verbal or written were noted.

Mayor Moore declared the hearing closed at 7:34pm.

**2. BYLAW #1565 – Land Use Bylaw Amendment**

Mayor Moore declared the hearing open at 7:35pm.

Mayor Moore made the first call for submissions from the public.

Cec Herrington was unsure where the property is located, and if the owner wants to tear it down.

There are no changes planned for the building, this is just bringing the correct zoning to this property.

Mayor Moore made the second and third calls for submissions from the public.

No other representations either verbal or written were noted.

Mayor Moore declared the hearing closed at 7:39pm.

**ACTION ITEMS:**

**1. BYLAW #1564 – Area Structure Plan  
RE: 2<sup>nd</sup> & 3<sup>rd</sup> Readings**

Moved by Councillor Sutter to give Bylaw #1564, regarding an Area Structure Plan, 2<sup>nd</sup> Reading.

**CARRIED**

Moved by Councillor Fieguth to give Bylaw #1564, regarding an Area Structure Plan, 3<sup>rd</sup> and Final Reading.

**CARRIED**

**2. BYLAW #1565 – Land Use Bylaw Amendment  
RE: 2<sup>nd</sup> & 3<sup>rd</sup> Readings**

Moved by Councillor MacPherson to give Bylaw #1565, regarding a Land Use Bylaw Amendment, 2<sup>nd</sup> Reading.

**CARRIED**

Moved by Councillor Sutter to give Bylaw #1565, regarding a Land Use Bylaw Amendment, 3<sup>rd</sup> and Final Reading.

**CARRIED**

**3. DELEGATION RESPONSE: RCMP**

**RE: Initiatives for AUMA Convention Meeting with Commanding Officer**

Received for information.

**4. CORRES: Fortis Alberta  
RE: Customer Reception**

Received for information.

**5. CORRES: Jordan & Green Families  
RE: Derochie Drive**

Referred to Utilities Planning Committee.

**6. CORRES: WCCHS Junior Prom Organizing Committee  
RE: Use of Arena for Prom 2012 and 2013**

Moved by Councillor Sutter to allow the WCCHS Junior Prom to use the Claresholm Arena in 2012 and 2013.

**CARRIED**

**7. CORRES: Victory Church of Claresholm  
RE: Use of Amundsen Park August 28, 2011**

Moved by Councillor Fieguth to allow the Victory Church of Claresholm to use Amundsen Park on Sunday, August 28<sup>th</sup>, 2011 from 8am to 4pm for a public church service and picnic, and to allow the use of electricity for their sound system.

**CARRIED**

**8. CORRES: Royal Canadian Legion Br.41  
RE: Forgiveness of Municipal Taxes**

Moved by Councillor MacPherson to forgive the municipal portion of the 2011 property taxes of the Royal Canadian Legion in the amount of \$1,124.98.

**CARRIED**

**9. CORRES: The Bridges at Claresholm Golf Club  
RE: Forgiveness of Municipal Taxes**

Moved by Councillor Quayle to forgive the municipal portion of the 2011 property taxes of the Claresholm Golf Club in the amount of \$2,734.34.

**CARRIED**

**10. CORRES: Claresholm Curling Club  
RE: Forgiveness of Municipal Taxes**

Moved by Councillor Van Amerongen to forgive the municipal portion of the 2011 property taxes of the Claresholm Curling Club in the amount of \$797.04.

**CARRIED**

**11. STAFF REPORT – Electric Franchise Agreement**

Received for information.

**12. CAO UPDATE**

Received for information.

**13. ADOPTION OF INFORMATION ITEMS**

Moved by Councillor Quayle to send Councillor Sutter and CAO Kris Holbeck to the Friends of the Foundation Dinner on Wednesday, September 21, 2011.

**CARRIED**

Moved by Councillor Van Amerongen to accept the information items as presented.

**CARRIED**

**14. IN CAMERA – LEGAL**

Moved by Councillor MacPherson that this meeting go In Camera.

**CARRIED**

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

**CARRIED**

**ADJOURNMENT:** Moved by Councillor MacPherson that this meeting adjourn at 8:45pm.

**CARRIED**

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Mayor – David Moore

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Chief Administrative Officer – Kris Holbeck, CA

**TOWN OF CLARESHOLM  
JULY 2011 BANK STATEMENT**

<b>RECONCILED BALANCE JUNE 30, 2011</b>		<b>\$86,714.53</b>
<b>DEPOSITS TO BANK</b>	<b>DEBITS</b>	<b>CREDITS</b>
RECEIPTS FOR MONTH	\$711,024.23	
REVOLVING LOAN RECEIVED	0.00	
CURRENT ACCOUNT INTEREST	160.30	
GIC REDEEMED	20,000.00	
INTEREST ON GICS	6,557.34	
TRANSFERS FROM T-BILLS	0.00	
SUBTOTAL	<b>\$737,741.87</b>	
<b>CHARGES TO ACCOUNT</b>		
ACCOUNTS PAYABLE		\$254,269.28
PAYROLL CHARGES		103,981.55
INTEREST ON REVOLVING LOAN		0.00
REVOLVING LOAN PAID		0.00
LOAN PAYMENTS		0.00
MASTERCARD PAYMENT		5,083.85
TRANSFERS TO T-BILLS / GIC PURCHASE		20,000.00
NSF CHEQUES		479.19
SERVICE CHARGES		256.83
SCHOOL FOUNDATION PAYMENT		0.00
SUBTOTAL		<b>\$384,070.70</b>
<b>NET BALANCE AT END OF MONTH</b>		<b>\$440,385.70</b>
<b>BANK RECONCILIATION</b>		
BALANCE PER BANK	500,100.42	
PLUS OUTSTANDING DEPOSITS	45,368.22	
LESS OUTSTANDING CHEQUES		-105,082.94
<b>RECONCILED BALANCE JULY 31, 2011</b>		<b>\$440,385.70</b>
<b>OTHER BALANCES:</b>		
EXTERNALLY RESTRICTED T-BILLS	\$1,273,600.67	
EXTERNALLY RESTRICTED GIC'S (FCSS)	\$20,000.00	
NON-RESTRICTED GIC'S	\$500,000.00	
PARKING RESERVE	\$3,561.99	
WALKING PATHS RESERVE	\$1,945.52	
OFFSITE LEVY RESERVE	\$58,757.28	
SUBDIVISION RESERVE	\$35,591.32	
REVOLVING LOAN BALANCE		\$0.00

**SUBMITTED TO TOWN COUNCIL THIS 15<sup>th</sup> DAY OF AUGUST 2011**

**MAYOR**

**SECRETARY-TREASURER**

# **DELEGATIONS**

August 2, 2011

Town of Claresholm

**Re: Play Hill at West Meadows School**

We are formally requesting an opportunity to speak to your council at your next meeting In regards to donating time and machinery to help construct the play hill at West Meadows School. The Project is moving along more swiftly then anticipated due to the 8<sup>th</sup> street project and other new developments donating dirt. We would most likely need a truck to move product from a surplus pile and maybe a high hoe to either sculpt or load product. The M.D has helped some already and will most likely come back if needed. This project has already generated allot of excitement amongst parents and kids looking forward to having another aspect to an already great playground. Allot of volunteers are stepping forward in various roles to see this project through.

Thank You in advance for considering our request.

Yours truly,

A handwritten signature in black ink, appearing to read "Jason Hemmaway". The signature is written in a cursive style with a long, sweeping tail that extends to the right.

Jason Hemmaway

To the Claresholm Town Council,

The Claresholm Elementary Parent's Council is building a toboggan/play hill at the West Meadow Elementary School. This hill is greatly needed since the previous location of the Elementary had a hill. The school has increased by housing 7 grade levels in one facility and staff as well as students have asked for a hill. So far we have been given all the dirt and supplies for constructing the hill and people have volunteered time and equipment to help the process.

With the hill almost completed we are looking into laying sod instead of planting grass seed. It will be difficult to seed and prevent the kids from using it. With sod we can get a growing catch faster and hopefully be able to use the hill this winter. We are looking for funds for the sod we would need to complete this project.

The hill is approximately 50'x 100' and will be ready for sod in the next few weeks. We know this is a fast project but really would like to complete it over the summer months with as little disruption to the staff and students as possible. We are seeking your help with this project. Any amount that you would be willing to donate would be greatly appreciated. We as a parent's council do not have any access to funds. Please contact Troy or Tara VanDellen if you have any other questions.

Thank you in advance for your considering our request. I look forward to speaking with you. All contributors to this project will be recognized in the Local Press as well as in our school newsletters and emails.

Sincerely,

Troy & Tara VanDellen  
Box 2052  
Claresholm AB.  
403-625-2831  
[tvandell@shaw.ca](mailto:tvandell@shaw.ca)



# **ACTION ITEMS**



ALBERTA

TOURISM, PARKS AND RECREATION

*Office of the Minister  
MLA, Calgary-Shaw*

July 6, 2011

AR22239

His Worship, Mr. David Moore  
Mayor  
Town of Claresholm  
PO Box 1000  
Claresholm, Alberta T0L 0T0

Dear Mr. David Moore:

Ministry of Tourism, Parks and Recreation is responsible for sport and recreation in Alberta, and I am pleased to invite you to consider submitting a bid for the right to host the 2014 Alberta Summer Games in your community. Enclosed, for your information, is a brochure with details on how to apply.

The successful host community is given the opportunity to showcase its talents to approximately 2400 participants from all regions of the province, as well as to attract numerous spectators and special guests. Communities with populations of less than 10,000 are encouraged to join together with neighbouring communities to submit a joint bid.

The community awarded the 2014 Alberta Summer Games will receive base financial support to cover operational, cultural and legacy aspects of the Games.

The *Guidelines for Communities Bidding to Host the 2014 Alberta Summer Games* is available from the Alberta Sport, Recreation, Parks and Wildlife Foundation (ASRPWF) upon request or visit [www.albertagames.com](http://www.albertagames.com) to assist you in preparing your bid.

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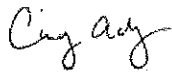
Alberta

His Worship, Mr. David Moore  
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In addition, staff of the ASRPWF are available to provide consultative assistance if required. For additional information, please contact Mr. Dennis Allen, ASRPWF, toll-free by dialling 310-0000 followed by (403) 297-2729; or e-mail [dennis.allen@gov.ab.ca](mailto:dennis.allen@gov.ab.ca).

We look forward to receiving your application.

Sincerely,

A handwritten signature in cursive script that reads "Cindy Ady".

Cindy Ady  
Minister of Tourism, Parks and Recreation

Enclosure

cc: Alberta Sport, Recreation, Parks and Wildlife Foundation



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Dunvegan - Central Peace*

AR51601

July 25, 2011

His Worship John J. Blake  
Mayor, Town of Nanton  
PO Box 609  
Nanton, AB T0L 1R0

Dear Mayor Blake:

Thank you for your partnership's application for a grant under the Regional Collaboration component of the 2011/12 Regional Collaboration Program. I am pleased to inform you that Town of Nanton has been approved for a grant of \$112,500 in support of your project: Regional Shared Services.

The conditional grant agreement will be mailed shortly to your chief administrative officer to obtain the appropriate signatures.

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

I would like to recognize Mr. Evan Berger, MLA, Livingstone-Macleod, for his continued support for this program.

.../2

*Alberta*

104 Legislature Building, Edmonton, Alberta T5K 2B6 Canada Telephone 780-427-3744 Fax 780-422-9550

P.O. Box 1054, 035- 1 Avenue SW, Falher, Alberta T0H 1M0 Canada Telephone 780-837-3846 Fax 780-837-3849  
Toll Free From All Areas 1-866-835-4988

His Worship John J. Blake  
Page 2

I congratulate the partnership on initiating this project, and I wish you every success in your efforts.

Sincerely,



Hector Goudreau  
Minister of Municipal Affairs  
MLA, Dunvegan-Central Peace

cc: Mr. Evan Berger, MLA, Livingstone-Macleod  
Mayor David Moore, Town of Claresholm  
Mayor R. Shawn Patience, Town of Fort Macleod  
Mayor Gerald Brown, Town of Granum  
Mayor Barry Johnson, Town of Stavely  
Reeve Henry Van Hierden, Municipal District of Willow Creek  
Kris Holbeck, Chief Administrative Officer, Town of Claresholm  
Barry Elliott, Municipal Manager, Town of Fort Macleod  
Larry Flexhaug, Chief Administrative Officer, Town of Granum  
Brad Mason, Chief Administrative Officer, Town of Nanton  
Sheryl Fath, Municipal Administrator, Town of Stavely  
Cynthia Vizzutti, Administrator, Municipal District of Willow Creek

Office of the Regional Director  
SOUTHERN REGION

Box 314  
3<sup>rd</sup> Floor, Administration Building  
909 3<sup>rd</sup> Avenue North  
Lethbridge, Alberta T1H 0H5

Toll-Free Connection  
Outside Edmonton – Dial 310-0000  
Telephone (403) 381-5426  
Fax (403) 382-4412  
[www.trans.gov.ab.ca](http://www.trans.gov.ab.ca)

File No. 1515-AUMA-Fall 2011

August 5, 2011

His Worship David Moore  
Town of Claresholm  
PO Box 1000  
Claresholm, AB T0L 0T0

Dear Mayor Moore,

**RE: FALL 2011 AUMA CONVENTION**

I am pleased to advise that staff from Alberta Transportation will be attending the upcoming Alberta Urban Municipalities Association Convention and Trade Show in Calgary, AB.

Representatives from the Southern Region will be available to discuss the department's various financial programs and other transportation matters that may be of interest to you or your council.

Should you wish to arrange a meeting time, please contact Catherine Vachon at (403) 382-4060 or by email at [catherine.vachon@gov.ab.ca](mailto:catherine.vachon@gov.ab.ca) prior to September 9, 2011 with your agenda items and specific issues that you wish to discuss. Meetings will be held on September 29 and 30 in Chinook 1 meeting room at the Telus Convention Centre located at 120 9 Avenue SE, Calgary, Alberta.

Please note we have limited meeting times available during the convention. Department staff will be available to meet at your convenience if meeting times during the convention are not available.

Yours truly,



Darrell Camplin, P. Eng.  
Regional Director

/cv





ALBERTA

SUSTAINABLE RESOURCE DEVELOPMENT

*Parliamentary Assistant to the Minister  
MLA, Livingstone-Macleod*

July 26, 2011

David Moore, Mayor  
Town of Claresholm  
Box 1000  
Claresholm, AB T0L 0T0

Dear Mayor Moore,

Thank you for your e-mail expressing interest in acquiring the Claresholm Elementary School for use as the Town of Claresholm administration building and to accommodate local not-for-profit organizations. I have consulted with my colleague, the Honourable Dave Hancock, Minister of Education, and can provide the following information.

With the May 24, 2011 announcement of the modernization of Willow Creek Composite High School, the plan to upgrade and consolidate school facilities in Claresholm will be completed. As you know, this will mean that the Claresholm Elementary School will no longer be required by Livingstone Range School Division.

Typically, when a school facility becomes surplus, a board will explore what local interest exists for the facility prior to deciding on demolition. In situations where interest is expressed by a local municipality, a school board must follow the *Disposition of Property Regulation AR181/2010*, which outlines the responsibilities and means by which a transfer can occur. I advise the Town of Claresholm to continue to work with Livingstone Range School Division, as well as the Ministry of Education, to explore what process needs to be followed to facilitate a transfer, including timelines for the declaration of the school as surplus and a formal request by Livingstone Range School Division to dispose of the building.

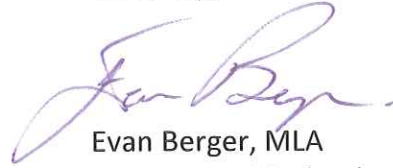
I encourage you to direct further questions regarding this process to Dr. Avi Habinski, Director, Capital Planning South, Ministry of Education, at 780-427-2272 (toll-free by first dialing 310-0000) or at [avi.habinski@gov.ab.ca](mailto:avi.habinski@gov.ab.ca).

Alberta   
...2/

Page Two

I trust this information is helpful. Thank you again for writing

Sincerely,

A handwritten signature in purple ink, appearing to read "Evan Berger".

Evan Berger, MLA  
Livingstone-Macleod  
Parliamentary Assistant  
Sustainable Resource Development

Cc: Honourable Dave Hancock  
Minister of Education



August 8, 2011

Attention: Mayor & Counselors


You may be aware that our office is hosting a community- wide Resource and Registration Fair on Thursday, September 8, 2011. This is an event that showcases many of the available services offered in the community and provides a one-stop venue for people to register for fall sports, recreation, and programs.

We are in our sixth year for this annual event and community interest and participation has increased each year. It offers residents the opportunity to see what services and activities are available.

We would like to request donation to pay the amount of the Community Centre from you as we find this type of support really helps make this event a success. We are hoping you will be able to help us with this request. This will be acknowledged with a sign at the door of the community hall and a thank you advertisement in the Local Press.

Please call our office if you have any questions.

Thank you very much for your time and support.

  
Kristein Johnson, Director

August 8, 2011  
Town Council  
Town of Claresholm  
Claresholm  
AB T0L 0T0

Atth.: Kris Holbeck

Dear Kris:

O behalf of the Meals On Wheels Steering Committee, I am submitting a request for financial assistance when you make up your next budget. If you could give us a little help it would be appreciated.

I am enclosing a copy of our Financial Statement, prepared by our auditor, Rosemary Johnson. This was at the end of our fiscal year, May 31, 2011.

Thanking your for your kind consideration, I remain,

Sincerely,



Bette Slovak  
Treasurer, Meals On Wheels.  
Enc. 1

**MEALS ON WHEELS**  
**Claresholm, Alberta**  
**Income Statement as at May 31, 2011**

<b><u>Income</u></b>		
Token Sales	\$ 11,392.00	
Donations	<u>525.00</u>	\$11,917.00
<b><u>Expenses</u></b>		
Bank Charges	1.00	
Gifts	65.92	
GST	39.15	
Insurance Premium	921.00	
Meals	11,238.00	
Meal Boxes	538.08	
Membership & Registration	45.00	
Resource Fair Table	25.00	
Volunteer Supper	10.00	
Postage & Office	<u>133.95</u>	<u>13,017.10</u>
<b><u>Net Gain (Loss)</u></b>		<b>\$ <u>(1,100.10)</u></b>

**Bank Reconciliation**

<b><u>General Account</u></b>		
Balance May 31, 2011		\$ <u>4,377.86</u>
Opening Balance June 1, 2010	\$ 4,327.74	
<b>ADD:</b> Dr.	<u>12,053.22</u>	\$ 16,380.96
<b>LESS:</b> Cr.		<u>13,083.10</u>
<b>ADD:</b> Outstanding Cheque		<u>1,080.00</u>
Closing Balance May 31, 2011		\$ <u>4,377.86</u>
 <b><u>Savings Account</u></b>		
Balance May 31, 2011		\$ <u>.357.99</u>
Opening Balance June 1, 2010	\$ 428.21	
<b>LESS:</b> Cr.	<u>70.22</u>	
Closing Balance May 31, 2011		\$ <u>.357.99</u>

This statement has been compiled solely from information supplied to me by Bette Slovak.  
June 19, 2011

Rosemary Johnson

**LEASE AGREEMENT**

**TOWN OF CLARESHOLM**

TO

**CLARESHOLM ANIMAL RESCUE SOCIETY**

DRAFT

**THIS LEASE** made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BETWEEN:**

**TOWN OF CLARESHOLM**

(hereinafter referred to as the "Landlord")

**AND:**

**CLARESHOLM ANIMAL RESCUE SOCIETY**

(hereinafter referred to as the "Tenant")

**WHEREAS:**

A. The Landlord is the registered owner of the Lands;

NOW THEREFORE in consideration of the grant of leasehold interest, rents payable, and the mutual covenants contained within this Lease, the parties hereby agree as follows:

**ARTICLE 1 - DEFINITIONS**

1.1 In this Lease the following terms have the following meanings:

- (a) "Buildings" means the buildings and improvements from time to time located upon the Lands;
- (b) "Commencement Date" means the 1<sup>st</sup> day of September 2011;
- (c) "Hazardous Substances" means toxic, hazardous, dangerous or potentially dangerous substances of any kind whatsoever including, without restricting the generality of the foregoing, urea formaldehyde, asbestos, PCB transformers and those elements, materials, substances or compounds which are regulated by federal, provincial or local statute, law, ordinance, code, rule, regulation order or decree including, but not limited to, the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c.E-12, as amended from time to time, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous or potentially dangerous waste, substance or material of any kind or nature whatsoever;
- (d) "Lands" means those lands legally described as that portion of Lots 3 & 4, Block 3, Plan 6752JK (4110 – 3<sup>rd</sup> Street East);
- (e) "Lease" means this lease agreement, as from time to time amended in writing by agreement between the Landlord and the Tenant;

- (f) "Permitted Use" means the operation and management of an animal rescue shelter for use by the public and the Society in compliance with all applicable laws, regulations or bylaws and for no other purpose whatsoever unless expressly authorized in writing by the Landlord in writing. The Permitted Use of the animal services building includes use by the public, use by the Society, operation of an animal rescue shelter, cultural or community events, and such other uses as authorized by the Landlord;
- (g) "Rent" means the rent payable by the Tenant pursuant to Paragraph 5.1 of this Lease, together with any other sums, amounts, costs or charges as may be required to be paid by the Tenant to the Landlord pursuant to the terms of this Lease;
- (h) "Stipulated Rate" means the prime rate of interest charged from time to time by the ATB Financial, formerly Alberta Treasury Branches, or its successor, at its main branch in Edmonton to its most preferred borrowers, plus Three (3%) percent per annum; and
- (i) "Term" means the term of this Lease as set forth in Paragraph 3.1 of this Lease.

## **ARTICLE 2 - GRANT**

2.1 **Demise of Lands.** In consideration of the rents, covenants, conditions and agreements contained within this Lease to be paid, observed and performed by the Tenant, the Landlord hereby demises and leases the Lands to the Tenant.

## **ARTICLE 3 - TERM OF LEASE**

3.1 **Term.** The term of this Lease shall be for approximately ten (10) years commencing on the Commencement Date and ends August 31, 2021, subject always to earlier termination or renewal of this Lease and the Term as provided in this Lease.

3.2 **Option to Renew.** Provided that the Tenant is not then in default of any of its obligations contained within this Lease, the Tenant shall have the option to renew this Lease for one (1) further term of five (5) years, upon the same terms, covenants and conditions contained within this Lease. The Landlord and the Tenant acknowledge and agree that there shall be no recurring right of renewal, and that the renewal term(s) contemplated within this Paragraph constitute the extent of the Tenant's renewal right. The Tenant may exercise its right of renewal contained within this Lease by delivering notice in writing to the Landlord at any time up to and including the date of the expiration of the Term or renewal term, as the case may be.

## **ARTICLE 4 - EXAMINATION OF LANDS**

4.1 **"As Is, Where Is".** The Landlord shall provide, and the Tenant shall accept, the Leased Premises in as-is, where-is condition.

4.2 **Satisfactory Condition.** Without limiting the foregoing, the Tenant agrees:

- (a) that there exists no promise or collateral agreement by the Landlord to alter, remodel, decorate or improve the Lands or any property neighbouring or surrounding the Lands;

- (b) that no warranties or representations whatsoever respecting the Lands (including, without restriction, the condition or quality of the Lands, or its suitability for the purposes and use intended by the Tenant) have been made by the Landlord or its agents or employees; and
- (c) that the Tenant has examined the Lands and as at the date of this Lease the Lands are in good order, ready for occupancy and in satisfactory condition.

#### **ARTICLE 5 - RENT**

5.1 **Base Rent.** The base rent payable by the Tenant to the Landlord for the Term of this Lease shall be the sum of \$1 per year, payable in advance on the first day of each and every year of the Term starting with the Commencement Date. The base rent payable by the Tenant will be reviewed by the parties before the end of November at the end of the term of the lease.

5.2 **Net Lease.** The Landlord and the Tenant hereby covenant and agree that for all purposes that this Lease shall be a net lease for the Landlord, and that save and except for as specifically set forth within this Lease the Landlord shall not be responsible for any cost, charge, expense or outlay of any nature whatsoever arising from or relating to the Lands, the Buildings, or any impositions, costs and expenses of every nature and kind relating to the Lands and the buildings whether or not specifically provided for within this Lease. All such costs shall be the responsibility of the Tenant to pay promptly when due. To the extent that any such costs are paid by the Landlord the Tenant shall reimburse the Landlord immediately upon demand, such sums being collectable in the same manner as Rent.

5.3 **Additional Costs.** In addition to the payment of Rent as set forth in Paragraph 5.1 of this Lease, the Tenant shall be responsible for payment of all servicing costs incurred in the construction of any and all services upon or within the Lands for the purposes of providing such services to the Leased Premises.

#### **ARTICLE 6 - TAXES**

6.1 **The Tenant's Taxes.** Subject to the availability of any exemption under the *Municipal Government Act*, R.S.A. 2000, c. M-26, the Tenant shall, pay when and if they shall become due and payable, all real estate taxes, assessments, rates and charges and other government impositions, general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind, including assessments for local or public improvements and school taxes which may at any time during the Term be imposed, assessed or levied, in respect of the Tenant's buildings and Tenant's leasehold interest in the Lands and all fixtures and improvements from time to time located thereon, or which, howsoever imposed, might constitute a lien on the leased premises or any part thereof or a liability of the Landlord.

6.2 **Goods and Services Tax.** If and whenever applicable, the party making any payment required under this Lease shall be responsible for the payment of any and all Goods and Services Tax pursuant to the *Excise Tax Act*, or other value-added tax which may be imposed in place of or in addition to the Goods and Services Tax, which may become payable in respect of any sums to be paid pursuant to the terms of this Lease.

## **ARTICLE 7 - TENANT'S BUILDINGS**

7.1 Ownership of Buildings and Fixtures. The Landlord and the Tenant agree that the Leased Premises together with anything in the nature of installations, alterations, additions and improvements, and all other fixed improvements which the Tenant may construct upon the Lands from time to time, are and shall remain the separate property of the Landlord and not of the Tenant, but subject to and governed by all the provisions of this Lease. The Tenant shall not mortgage, charge or encumber such improvement, nor assign or otherwise deal with the fixed improvements separately from any dealing with the leasehold interest under this Lease, unless authorized by the Landlord in writing.

7.2 Builders' Liens. The Tenant covenants not to permit any builders' or other liens to be registered against either the Landlord's freehold title to the Lands, or the Tenant's leasehold interest pursuant to this Lease. Upon the registration of such a lien on the said titles, the Tenant shall obtain a discharge thereof within Thirty (30) days after the Tenant has notice of the lien. With respect to liens registered against the Landlord's freehold title to the Lands, the Landlord shall have the right, but in no way shall it be obligated, to obtain a discharge of the lien, whereupon all sums paid by the Landlord to procure the discharge, as well as the Landlord's costs of obtaining such discharge including, without restriction, legal and other costs on a solicitor and his own client full indemnity basis, shall be repaid forthwith upon demand by the Tenant as Rent. Notwithstanding the foregoing the Tenant may, with respect to liens registered on the Tenant's leasehold title only, contest the validity of any such lien provided that the Tenant shall first either:

- (a) obtain an order from a Court of competent jurisdiction discharging the lien from the Tenant's leasehold title by payment into Court; or
- (b) furnish to the Landlord security satisfactory to the Landlord, in both format and amount, against all loss or damage which the Landlord might suffer or incur as a result of the Tenant contesting the lien.

7.3 Liability for Liens. Notwithstanding anything contained within this Lease, the Landlord and the Tenant hereby covenant and agree that the Landlord shall not be considered to be an owner for the purposes of the attachment of builders' liens. Without limiting the generality of the foregoing, nothing contained within this Lease shall be interpreted as an admission of liability on the part of the Landlord for the performance of any work or furnishing of any materials in relation to any improvements made to the Lands or the Leased Premises.

## **ARTICLE 8 - QUIET ENJOYMENT**

8.1 The Tenant's Quiet Enjoyment. Subject to the terms, covenants and conditions contained in this Lease, the Landlord covenants that upon duly performing and observing all its covenants and obligations contained in this Lease the Tenant shall and may peaceably possess and enjoy the Lands for the Term without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.



## **ARTICLE 9 - OPERATION OF LEASED PREMISES**

9.1 **Management.** The Tenant shall operate and manage the Leased premises in a manner consistent with the Permitted Use and in a safe, efficient, and good workmanlike manner, and in substantially the same manner as a prudent municipal owner would operate and manage the Leased Premises in compliance with all applicable laws affecting the Tenant and the Leased Premises, and shall take such action as appropriate to ensure that the Leased Premises is properly and adequately supervised including, without limiting the generality of the foregoing, the Tenant shall:

- (a) supply all necessary equipment and personnel reasonably required with respect to the management, operation, and maintenance of the Leased Premises;
- (b) undertake all activities and provide all services reasonably required for the efficient management, operation and maintenance of the Leased Premises as a prudent owner would in similar circumstances;
- (c) promptly pay when due any and all charges, impositions, costs and expenses of every nature and kind relating to the Leased Premises and the maintenance, operation, cleaning (in a clean and sanitary condition, satisfactory to the Provincial Regulations), and caretaking (including providing bathroom and cleaning supplies, toilet paper, paper towels and soap), repair and replacement of all equipment located thereon including, without restriction, all costs relating to cleaning the interior and exterior portion of the Leased Premises, provision of hot and cold water, and provision of electricity;
- (d) throughout the Term continuously use the Leased Premises solely for the Permitted Use and shall not use or permit or suffer the use of the Leased Premises or any part thereof for any other business or purpose;
- (e) not cause or suffer or permit any Hazardous Substances (other than normal cleaning or other products reasonably required with respect to the maintenance and operation of the Leased Premises, and in the performance of the Tenant's normal operations upon the Lands as contemplated under the Permitted Use), to be located in or upon the Leased Premises, or discharged into the Leased Premises or into any driveways, parking areas, ditches, water courses, culverts, drains or sewers in or adjacent to the Leased Premises;
- (f) not do, omit to do, permit to be done, or omit to be done, any act or thing which may render void or voidable or conflict with the requirements of any policy or policies of insurance, including any regulations of fire insurance underwriters applicable to such policy or policies, under which the Leased Premises or the contents of the Leased Premises are insured;
- (g) promptly pay when due all costs incurred in the operation, maintenance, repair, replacement, improvement, and alteration of the Leased Premises, whether due to the supply of work, services or materials, and in such a manner so as to ensure no mechanics' or builders' lien(s) arise in respect of the Leased Premises or the Tenant's leasehold interest under this Lease;

- (h) maintain (including, without limitation, the performance of regular and periodic servicing, maintenance and inspections as a prudent owner would) in good operating condition all equipment, pipes, wiring and electrical apparatus and all plumbing fixtures, heating, ventilating and air conditioning equipment and all other mechanical systems and electrical systems in or about the Leased Premises and shall keep the same in clean and good working order and repair. It is understood and agreed that in case the said fixtures, systems and equipment or any part thereof shall be damaged or destroyed, or become incapable of performing their function, the tenant shall immediately notify the Landlord of same and the cost for the prompt repair, replacement, and upgrading of the same shall be the sole responsibility of the Tenant, with said repair, replacement, and upgrading to be performed to the quality and specifications approved by the Landlord;

9.2 Utilities. The Tenant shall pay promptly when due all rates, levies and charges (including installation charges) for telephone, cable, telecommunication, (except services provided by the Town of Claresholm) and any and all other services and utilities supplied to or used within the Leased Premises, and shall indemnify the Landlord against any and all liability or damages pertaining thereto.

9.3 Evidence of Payments. The Tenant shall produce upon the reasonable request of the Landlord, satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease.

9.4 No Nuisance. The Tenant shall not at any time during the Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in, about or upon the Leased Premises or any part thereof any waste or any offensive act, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the Term be done in, about or upon the Leased Premises or any part thereof which shall be inconsistent or incompatible with the intended use of the Leased Premises, or which may be or grow to the annoyance, nuisance, damage or disturbance of the occupants and other users of the Leased Premises, as well as occupants of lands and property owners in the vicinity of the Leased Premises.

9.5 Comply with Laws and Regulations. The Tenant shall comply promptly at its expense with all laws, by-laws, ordinances, regulations, requirements and recommendations of any and all federal, provincial, civic, municipal and other lawful authorities, which may be applicable to the Tenant, to the construction of the Leased Premises, to the manner of use or operation of the Leased Premises, or the making by the Tenant of any repairs, alterations, changes or improvements to the Leased Premises.

9.6 Alterations. The Tenant shall not without the prior written consent of the Landlord, which consent may not be unreasonably withheld, excavate, drill, install, erect, or permit to be excavated, drilled, installed or erected over, under or through the Leased Premises, any pit, foundation, pavement, building, fence, sidewalk, installation, addition, partition, sign, alteration, or other structure or improvement. Notwithstanding the forgoing, throughout the Term of this Lease and renewal the Tenant shall be entitled to make changes, additions or improvements to the Leased Premises, without the requirement for consent from the Landlord, provided that such alterations:

- (a) do not alter the exterior of the buildings and improvements comprising part of the Leased Premises; and
- (b) do not result in changes to the square footage of the buildings or improvements forming part of the Leased Premises.

9.7 Signs. The Tenant shall be entitled to construct, erect, or install signs related to its operations in or upon the Lands and the Leased Premises. All such signs constructed, erected, or installed upon the Lands and the Leased Premises shall comply with all statutes, by-laws, regulations, codes and restrictions affecting the Lands and the Leased Premises, and all permits and approvals obtained in respect of such signs.

9.8 Fire Extinguishers/Alarms. The Landlord shall be responsible for the regular (no less than annual) inspection and maintenance of the fire extinguishers and fire alarm systems. Any costs to the Landlord incurred through this maintenance will be paid for by the Tenant in a timely manner.

#### **ARTICLE 10 - INSURANCE AND INDEMNITY**

10.1 Insurance. The Tenant shall purchase and maintain in force during the Term and any renewal term the following insurance coverage satisfactory to the Landlord, acting reasonably:

- (a) during any periods of construction upon the Lands, property insurance in an amount not less than One Hundred (100%) percent of the replacement value of the improvements upon the Lands, providing coverage by way of a "Builder's All Risk" policy;
- (b) comprehensive general liability insurance against, among other things, claims for personal injury, death, property damage, or third party or public liability claims arising from any one accident or occurrence upon, in or about the Leased Premises (as well as the balance of the Lands, to the extent that the Tenant's activities occur thereon) of and from any cause to an amount of not less than FIVE MILLION (\$5,000,000.00) DOLLARS (or from time to time such greater amounts as are sufficient, as determined from time to time by the Landlord acting reasonably, to afford equivalent protection against all such claims) in respect of any one accident or occurrence; and
- (c) risks normally insured against by Tenant's of a Leased Premises in the Province of Alberta, in particular for the contents owned by the Tenant.
- (d) The Landlord shall purchase and maintain in force during the Term and any renewal term insurance coverage on the Leased Premises, the Equipment, and all intrinsic fixtures and improvements within the Leased Premises.

10.2 Additional Terms. All such policies of insurance maintained by the Landlord and the Tenant may contain a waiver or waivers of subrogation against the other party and its insurers, provided that such waiver is reciprocal within the insurance coverage and is first approved by the Landlord's and the Tenant's insurer.

10.3 Copies of Policies. The Landlord and the Tenant shall when requested, and no more often than on an annual basis, provide the other party with copies of each insurance policy purchased pursuant to the terms of this Lease.

10.4 Proceeds of Insurance. Subject to the provisions contained within Article 11 of this Lease, the proceeds of any insurance which may become payable under any policy of insurance effected pursuant to this Lease shall be payable to the Landlord and the Tenant as their respective interests may appear.

10.5 Repair Obligations. Subject to the provisions contained within Article 11 of this Lease, where repairs are necessary due to damage or destruction of the Leased Premises, the Equipment, or any fixtures and improvements in or upon the Leased Premises, the Tenant shall promptly effect such repairs to the extent of the proceeds of insurance received.

10.6 Indemnity. The Tenant shall indemnify and save harmless the Landlord from any and all liabilities, damages, expenses, costs, fees (including all legal and other professional costs on a solicitor and his own client full indemnity basis), claims, suits or actions arising out of or caused by the use and occupation of the Lands, the balance of the Lands, and the Leased Premises by the Tenant, and its respective employees, agents, and those for whose actions they are responsible for in law including, without restriction, such liabilities, damages, expenses, costs, fees, claims, suits or actions arising from:

- (a) any breach, violation, or non-performance of any covenant, condition or agreement in this Lease;
- (b) any damage to property; or injury to any person or persons including death;
- (c) any environmental damage and resulting clean up costs; and
- (d) all claims arising under the *Workers' Compensation Act, Occupational Health and Safety Act, Occupiers' Liability Act* or other statute that imposes liability upon the owners or occupiers of land or in relation to the operation of a worksite.

This indemnity shall specifically exclude any and all such claims, costs and expenses or portions thereof arising from the negligence of the party to be indemnified, or those for whose actions the party to be indemnified is legally responsible for. This indemnity shall survive the expiry or sooner termination of this Lease.

#### **ARTICLE 11 - DAMAGE AND DESTRUCTION**

11.1 Damage or Destruction of Leased Premises. In the event that the Leased Premises is damaged or destroyed by any cause whatsoever, the Tenant shall promptly repair such damage subject to the following provisions:

- (a) if, in the reasonable opinion of the Tenant, the Leased Premises cannot be rebuilt or made fit for the purposes of the Tenant within one hundred and eighty (180) days of the damage or destruction;
- (b) if, in the reasonable opinion of the Tenant, no less than fifty (50%) percent of the Leased Premises requires repair or reconstruction; or
- (c) if, in the reasonable opinion of the Tenant, the repair or reconstruction of the Leased Premises is not financially reasonable given the age of the Leased Premises, the equipment and improvements, or given the availability of alternative premises for Leased Premises and/or use by the Tenant;

then instead of being required to rebuild or make the Leased Premises fit for use by the Tenant the Tenant may, at its option, terminate this Lease by giving the Landlord Sixty (60) days' notice of termination and the Tenant shall deliver up possession of the Lands to the Landlord in the condition required under the terms of this Lease on or before the expiry of such sixty (60) days.

11.2 Distribution of Insurance Proceeds. Notwithstanding anything contained within this Lease, the proceeds of any insurance received by the Tenant as a result of the damage or destruction of the Leased Premises, or a portion thereof, shall be dealt with as follows:

- (a) subject to the provisions of Paragraph 10.1 of this Lease, applied to the costs of repairing, replacing, or reconstructing the Leased Premises; and
- (b) in the event of a termination pursuant to Paragraph 11.1 of this Lease, the proceeds shall be applied in the following order:
  - (i) the payment in full of any and all costs incurred in relation to the demolition of the Leased Premises and restoration of the Lands in accordance with Paragraph 15.1(b) of this Lease; and
  - (ii) any remaining portion of the insurance proceeds shall be paid to the Tenant.

11.3 Notice of Accidents, Defects or Damages. The Tenant shall immediately advise the Landlord, and promptly thereafter by notice in writing confirm such advice to the Landlord, of any accident to or defect in the equipment, plumbing, gas pipes, water pipes, heating, ventilating, and air conditioning apparatus, electrical equipment, conduits, or wiring, or of any damage or injury to the Leased Premises, or any part thereof, howsoever caused. Provided, however, that in no way shall this provision be construed in such a manner as to obligate the Landlord to effect any repairs or replacement.

#### **ARTICLE 12 - SUB-LETTING AND ASSIGNMENT**

12.1 Assignment and Subletting. The Tenant shall not assign its interest in this Lease in whole or in part, nor sublet all or any part of the Leased Premises, with the exception of the grooming room, nor part with or share possession of all or any portion of the Leased Premises, nor mortgage by either specific or floating charge or encumber in any way whatsoever this Lease or the Leased Premises, without the prior written consent of the Landlord. The Landlord may be permitted temporary use of the Leased Premises, subject to availability, at no cost to the Landlord.

#### **ARTICLE 13 - DEFAULT**

13.1 Events of Default. Each and every of the following events shall constitute an event of default (hereinafter referred to as an "Event of Default"):

- (a) if the Tenant fails to make any payment, in whole or in part, of any amount payable to the Tenant as provided in this Lease;
- (b) if the Tenant ceases to carry on the Permitted Use;
- (c) if the Tenant is or becomes, insolvent or bankrupt or if the Tenant:
  - (i) makes any assignment for the benefit of creditors,
  - (ii) is declared bankrupt,
  - (iii) seeks the protection of the *Bankruptcy and Insolvency Act*, the *Companies Creditor's Arrangement Act* or like legislation,

- (iv) disposes of all or substantially all of its assets without the consent of the Landlord, or
  - (v) commences proceedings to wind itself up or if winding up proceedings are commenced in respect of the Tenant; and
- (c) if the Landlord or the Tenant neglects or fails to observe, perform or comply with any of its obligations pursuant to this Lease, howsoever arising, and fails to remedy such default within Thirty (30) days from the date of receipt of written notice from the Landlord requiring that the curing the default.

13.2 Termination. Upon the occurrence of an Event of Default, in addition to any and all other rights and remedies available to landlords the Landlord may terminate this Lease by delivery of notice in writing to that effect to the party in default. Such termination shall not limit in any way the Landlord's recourse to any remedies available to it at law, equity or otherwise.

13.3 Collection of Costs. In addition to any other rights available to the Landlord or the Tenant pursuant to this Lease, the Landlord or the Tenant shall be entitled to collect from the party in default:

- (a) all payments made by the party not in default or costs incurred by the party not in default which ought to have been paid or incurred by the party in default, or for which the party not in default is entitled to be paid or to be reimbursed pursuant to the terms of this Lease;
- (b) all disbursements and costs (including legal and other professional costs on a solicitor and his own client full indemnity basis) and all fees and costs related to recovery or collection of such sums or the enforcement of the terms of this Lease generally; and
- (c) interest at the Stipulated Rate on all outstanding amounts owed by the party in default to the party in default, from the 31st day following the date they are invoiced to the date of payment in full.

13.4 Set-Off. In the event that either the Landlord or the Tenant fails to make any payment or provide any sum to the other party as required under the terms of this Lease, at the election of the Landlord or the Tenant, as the case may be, that amount may be set off against and applied to any sum of money owed by the defaulting party to the party not in default from time to time until all amounts owing to the party not in default are set-off in full. Exercise of such right of set-off by either the Landlord or the Tenant shall not limit or waive any right or remedy against the other party under this Lease.

#### **ARTICLE 14 - PERFORMANCE & REMEDIES**

14.1 Right to Perform. In addition to any other rights or remedies available under this lease, in law or in equity, if the Landlord shall fail to perform or cause to be performed any of the covenants or obligations owed by the Tenant under the terms of this Lease, the Landlord shall have the right, but shall not be obligated, upon Ten (10) days notice in writing to perform or cause the same to be performed, and to do or cause not to be done such things as may be necessary or incidental thereto (including without limiting the foregoing, the right to make repairs, installations, erections and expend monies). All payments, expenses, costs, charges, fees, including all legal fees on a solicitor and his own client full indemnity basis, and disbursements incurred or paid by or on behalf of the Tenant in default in respect thereof shall be immediately due and payable by the Tenant.

14.2 Overlooking and Condoning. Any condoning, excusing or overlooking by the Landlord or the Tenant of any default, breach or non-observance by the other party at any time or times in respect of any covenant, proviso or condition contained in this Lease shall not operate as a waiver of the Landlord's or the Tenant's respective rights under this Lease in respect of any subsequent default, breach or non-observance nor so as to defeat or affect in any way the rights of the Landlord or the Tenant in respect of any subsequent default, breach or non-observance.

14.3 Remedies Generally. Mention in this Lease of any particular remedy of the Landlord or the Tenant does not preclude the Landlord or the Tenant from any other remedy in respect of any such default, whether available at law or in equity or by statute or expressly provided for in this Lease. No remedy shall be exclusive or dependent upon any other remedy, all such remedies being cumulative and not alternative.

#### **ARTICLE 15 – REPAIR ON TERMINATION [OR REMOVAL AND RESTORATION]**

15.1 Upon the expiration of the Term or upon the earlier termination of the Lease, the Tenant covenants to surrender the Leased Premises in substantially the same condition as the Leased Premises were in upon delivery of possession thereof under this Lease save and except for reasonable wear and tear, any alterations approved by the Landlord pursuant to the terms of this Lease, and damage caused by fire, tempest or other casualty not due to the negligent, careless or willful acts or omissions of the Tenant, its employees, agents, servants, invitees, or those for whom the Tenant is responsible in law.

#### **ARTICLE 16 - GENERAL**

16.1 Grants of Interests. Provided always that the Tenant's use and enjoyment of the Lands is not significantly interrupted or prevented, the Tenant's leasehold interest in the Lands is and shall be subject to any and all grants of easements, utility right of ways, or other similar interests in the Lands by the Landlord, whether presently existing or to be granted in the future. In this regard, the Tenant acknowledges that the Landlord may deem it necessary or appropriate from time to time to cause or allow third parties, or the Landlord itself, to construct and install permanent underground or above-ground utility lines, pipeline facilities and transmission lines which will cross the Lands. The Tenant acknowledges and agrees that it shall in no way interfere or hinder the construction, installation, repair or maintenance of such lines or facilities undertaken by the Landlord or any person to whom the Landlord has granted such permission, and shall execute such further documentation as deemed appropriate in the sole discretion of the Landlord for purposes of expediting or permitting any such utility lines, pipeline facilities and transmission lines to be constructed, installed, repaired or maintained within the Lands by the Landlord or other authorized persons.

16.2 Overholding. If at the expiration of the Term or renewal term, as the case may be, the Tenant shall hold over with the consent of the Landlord, the tenancy of the Tenant thereafter shall, in the absence of written agreement to the contrary, be from month to month only and shall be subject to all other terms and conditions of this Lease except as to duration.

16.3 Notices. Any notice, demand, request, consent or other instrument required or permitted to be given under this Lease shall be in writing and shall be given and deemed to have been received as provided in this Section, and shall be addressed as follows:

to the Landlord at: Town of Claresholm  
P.O. Box 1000  
Claresholm, AB T0L 1R0  
Attention: Chief Administrative Officer  
  
Phone: (403) 625-3381  
Fax: (403) 625-3869

to the Tenant at: Claresholm Animal Rescue Society  
P.O. Box 2579  
Claresholm, AB T0L 0T0  
Attention: Chairperson  
  
Phone: (403) 489-5678 (LOST)  
Fax: n/a

or such other address as either party may appoint for all future notices by notice in writing. Any Notice must be mailed in Canada by prepaid registered post, delivered personally, or sent by prepaid courier. A notice shall be deemed to have been received by the party to whom the notice is addressed upon the same date as sending the notice by delivery or prepaid courier, or on that day which is five (5) business days following the date that the notice was mailed if sent by prepaid registered mail. Provided always that at the time of mailing there is not an actual or apprehended interruption in mail service by labour dispute or otherwise, in which case all notices shall be delivered or sent by prepaid courier.

16.4 Governing Law. This Lease shall be construed and governed by the laws of the Province of Alberta. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate article, paragraph and sub-paragraph of this Lease, and all of such covenants and agreements shall be deemed to run with the Land and the reversion therein. Should any provision of this Lease be illegal or not enforceable they shall be considered separate and several from the Lease and its remaining provisions shall remain in force and be binding upon the parties as though the illegal or unenforceable provisions had never been included. The schedules shall form part of this Lease.

16.5 Time of Essence. Time shall be of the essence throughout this Lease.

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

16.7 Relationship Between Parties. Nothing contained herein shall be deemed or construed by the Landlord or the Tenant, nor by any third party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the Landlord and the Tenant, it being understood and agreed that none of the provisions contained in this Lease nor any act of the parties shall be deemed to create any relationship between the Landlord and the Tenant other than the relationship of a landlord and tenant.



16.8 Lease Entire Relationship. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

16.9 Binding Effect. This Lease and everything contained within this Lease shall enure to the benefit of and be binding upon the heirs, executors, administrators, successors, permitted assigns and other legal representatives, as the case may be, of each of the Landlord and the Tenant, subject to the granting of consent by the Landlord as provided to any assignment or sublease. Where Tenant is comprised of more than one legal entity, this Lease shall be binding upon all such parties on a joint and several basis.

**IN WITNESS WHEREOF** each of the Landlord and the Tenant have executed this Lease on the day and year first written above.

**TOWN OF CLARESHOLM**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**CLARESHOLM ANIMAL RESCUE SOCIETY**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

# Memo

**To:** Council  
**From:** Administration  
**Date:** August 4, 2011  
**Re:** Property Tax Exemption Application – Appaloosa Horse Club of Canada

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## **OVERVIEW**

Per Bylaw #1526, the Community Organization Property Tax Exemption Bylaw (COPTER), the Appaloosa Horse Club of Canada has made an application for property tax exemption on the property at 4189 – 3<sup>rd</sup> Street East that they own.

The application has been reviewed by the Town's assessors to ensure the amount of property to be exempted is accurate and by Administration to ensure the community organization's activities and purpose fall within the parameter of receiving an exemption per the Town's bylaw and the provincial regulations.

The application has been found to be complete and the land and building to be exempted is accurate. The Appaloosa Horse Club of Canada's activities fall within COPTER and the Town bylaw as eligible for property tax exemption for the full property.

## **RECOMMENDATION**

**That the Property Tax Exemption Application for the Appaloosa Horse Club of Canada be approved for the taxation year 2011.**

*Kris Holbeck, CA CAO Town of Claresholm*

Schedule "B"

# Application for Property Tax Exemption General

Application deadline November 30<sup>th</sup> of  
the year preceding the taxation year

FOR OFFICE USE ONLY									
Property Roll Identifier 11786.000						Taxation Year 2011		Date Jan 29/2011	
Legal Description	Lot 2	Block A	Plan 7910867	Part	Sec.	Township	Range	Mer.	
Municipal Property Address 4189-3rd St East CLARESHOLM									
Total Assessment 148,790			Land Assessment n/a			Building Assessment n/a			

**PART 1 – PROPERTY INFORMATION (Required no later than February 15<sup>th</sup> of the taxation year)**

Name of property owner Appaloosa Horse Club of Canada		Telephone Number (Bus) 403-625-3326	Telephone Number (Res)
Address of property owner P.O. Box 940, Clareholm AB T0L 0T0		Postal Code T0L 0T0	Fax Number 403-625-2274
Property for which exemption is requested 4189-3rd St East, Clareholm, AB T0L 0T0			
Portion/Area of the property held by the organization <input checked="" type="checkbox"/> All <input type="checkbox"/> Part Area Occupied is:			
Is there an agreement in place that confirms the portion of the property held by the organization?		Date organization took occupancy (mm / dd / yyyy)	
<input type="checkbox"/> Yes If yes, provide expiry date <input type="checkbox"/> No n/a		n/a	

**PART 2 – ORGANIZATION INFORMATION**

Name of organization operating the facility Appaloosa Horse Club of Canada		Telephone Number (Bus) 403-625-3326	Fax Number 403-625-2274
Act under which organization is registered as a non-profit organization Business Corporations Act		Registration Number 532760840	
Organization's objectives/purposes			
1.			
2. please see attached			
3.			
4.			
a) Are the resources of this organization devoted to the above objectives/purposes? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If No, attach explanation b) Are there any monetary gains or benefits received by the organization as a result of its provision of services? <input type="checkbox"/> Yes If Yes, attach explanation <input checked="" type="checkbox"/> No c) Does your organization expect to move from this property during the following year(s)? <input type="checkbox"/> Yes If Yes, attach explanation <input checked="" type="checkbox"/> No d) Is any income or profits from the organization paid to a member or shareholder of the organization other than as wages? <input type="checkbox"/> Yes If Yes, attach explanation <input checked="" type="checkbox"/> No e) Are the organization's services similar to any other organization and /or business? <input type="checkbox"/> Yes If Yes, attach a sheet providing the organization/business name(s) <input checked="" type="checkbox"/> No			

This information is being collected for property tax exemption purposes in accordance with the Municipal Government Act and Community Organization Property Tax Exemption Regulation (AR28/198) and s.33(c) of the Freedom of Information and Protection of Privacy Act. All personal information will be managed in compliance with the provisions of the FOIP Act. Questions about the collection of this information can be directed to Kris Holbeck (Municipality Contact Information)

**ART 3 – RETAIL COMMERCIAL OR LICENSED AREA**

Does the organization have a retail commercial area at this location?  Yes  No

If yes, do you operate this area?  Yes  No

What goods or services are sold at the retail commercial area?

For what purpose is the net income from the retail commercial area used?

Has an area within the facility been issued a gaming/liquor license?  Yes If yes, enclose copy  No

	Class	Area (Sq.Ft)
--	-------	--------------

**ART 4 – PROPERTY USE INFORMATION**

What facilities are on the property?

1. Appaloosa Horse Club of Canada
2. Appaloosa Museum & Archives
- 3.
- 4.
- 5.

What times are they accessible to the general public? 8:00 AM - 4:00 PM

What are the membership requirements including fees? N/A

Are there any restrictions in place preventing anyone from using the facility?  Yes  No

If there are restrictions, explain

Are the services provided by the organization advertised and promoted to the general public, or primarily to members?  General Public  Members

**PART 5 – CONTACT INFORMATION**

Contact Name <i>SHARON DUNCAN</i>	Position with Organization <i>EXEC. SECRETARY</i>	Telephone Number (Bus) <i>403-625-3326</i>	Telephone Number (Res) <i>403-625-3816</i>
Mailing Address for non profit organization <i>Box 940 CLARESHOLM AB TOLOTO</i>		Postal Code	Fax Number <i>403-625-2274</i>
President of Organization <i>LYNN SHINKIEWSKI</i>	Telephone Number (Bus)	Telephone Number (Res) <i>306-745-3322</i>	Fax Number <i>306-</i>
Treasurer of Organization <i>MERVIN VEINOT</i>	Telephone Number (Bus) <i>902-494-5268</i>	Telephone Number (Res) <i>902-633-2932</i>	Fax Number <i>902-494-5281</i>

**PART 6 – REQUIRED INFORMATION – please ensure the following are submitted as attachments**

- 2) Certificate of Incorporation, current confirmation that the organization is registered in good standing and the Memorandum of Association and the Articles of Association, if any.
- 3) Copies of:
  - The organizations most current financial statements,
  - Certificate of Title (if applicable),
  - The current lease agreement with the property owner (if applicable),
  - A plan showing the area leased.
- 4) If applicable, a letter from the property owner confirming that he/she is aware of this exemption application and understands that the municipality will estimate taxes on the area occupied by the organization based on methodology that may be different from that used by the landlord.
- 5) Any available brochures, newsletters or other pertinent information relative to the organization.
- 6) Any other information that the Assessment Department may deem necessary.

I certify that I am authorized to submit this application on behalf of the organization, and that the information provided on this application form, and as attachments to this form, is true and accurate in every respect, and that all information required under Part 6 of this application is included.

*SHARON DUNCAN*      *July 29, 2011*      *EXEC. SECRETARY*      *Sharon Duncan*

Name (Please Print)      Date      Position      Signature

# Staff Report

**To:** Council  
**From:** CAO  
**Date:** August 4, 2011  
**Re:** Tax Recovery Property Sale

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## BACKGROUND

Staff recommends that the current reserve bid on the property located at 410 - 56<sup>th</sup> Avenue West (Lot 2, Block 2, Plan 5968JK) in the amount of \$45,000 be decreased by \$5,000 as the property has not had any offers close to the reserve amount. The previous conditions will not change.

*Kris Holbeck, CA CAO*

*Town of Claresholm*

# Staff Report

**To:** Council  
**From:** CAO  
**Date:** August 12, 2011  
**Re:** Frog Creek Drainage Corridor Agreement

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## BACKGROUND

MD CAO Cindy Vizzutti and I met on Thursday August 11, 2011 to go over the proposed agreement again to iron out some staff concerns. Cindy has taken the revised agreement to her staff to discuss the issues raised and to clarify responsibilities and wording. Once these final adjustments are made, the agreement will be added to Council's Agenda for discussion and a decision.

*Kris Holbeck, CA CAO*

*Town of Claresholm*





## Policy #GA 08-11

# Personal Vehicle Usage and Compensation

### **PURPOSE:**

This policy will outline the regulations as to the use of personal vehicles for business purposes.

### **APPLICATION:**

This policy applies to all persons, including the operator, engaged in using personally owned vehicles for business purposes.

### **POLICY:**

The Town of Claresholm has vehicles available for use for company business and encourages the use of such vehicles. This policy is in effect when an individual **chooses** to use their own vehicle for business purposes or when there is no company vehicle available.

### **TERMS & CONDITIONS:**

1. Individuals are responsible to ensure their own personal insurance is adequate to cover them for use on company business with the appropriate rider certifying coverage for business use.
2. The Town of Claresholm will not be held liable for any damages incurred when an individual chooses to use their own vehicle for business purposes.
3. The Town agrees to reimburse **half** the current Canada Revenue Agency (CRA) suggested rate per kilometre for mileage to and from the destination of the business activities only. Personal use before and after the actual business activity *will not* be compensated for.
4. On the occasions where a Town of Claresholm vehicle is not available for use, then the individual may still choose to use their own vehicle and accept the responsibilities of the insurance and liability, but will be compensated the full going rate for mileage reimbursement as stated in the Staff Training and Development Policy #GA 09-07 (current CRA suggested rates).
5. Each individual who is using their personal vehicle for company business is required to sign an agreement stating they have read this policy and agree to the Terms and Conditions as listed above.

### **EFFECTIVE DATE OF POLICY:**



# Policy #GA 08-11

## Personal Vehicle Usage and Compensation

### **AGREEMENTS:**

#### **1. VEHICLE AVAILABLE**

I, \_\_\_\_\_(name) acknowledge that I have been offered the use of a Town of Claresholm registered vehicle to carry out business duties and I have refused the use of such and I choose to use my own personal vehicle. I have read and understand Policy #GA 08-11.

Date:\_\_\_\_\_

Purpose:\_\_\_\_\_

Signature:\_\_\_\_\_

#### **2. VEHICLE NOT AVAILABLE**

I, \_\_\_\_\_(name) acknowledge that there is not a Town of Claresholm registered vehicle available and am therefore required to use my personal vehicle to carry out business duties. I have read and understand Policy #GA 08-11.

Date:\_\_\_\_\_

Purpose:\_\_\_\_\_

Signature:\_\_\_\_\_



**3. TOWN COUNCIL**

I, \_\_\_\_\_(name) acknowledge that as a member of Claresholm Town Council, I have access to using a Town of Claresholm registered vehicle to complete Town business. I accept the Terms and Conditions as outlined in Policy #GA 08-11.

Date:\_\_\_\_\_

For the Council term ending in October 20\_\_\_\_\_.

Signature:\_\_\_\_\_

**4. ADMINISTRATION**

I, \_\_\_\_\_(name) acknowledge that as a member of the Administrative Staff for the Town of Claresholm, I have access to using a Town of Claresholm registered vehicle to complete Town business. I accept the Terms and Conditions as outlined in Policy #GA 08-11.

Date:\_\_\_\_\_

For the year ended December 31, 20\_\_\_\_\_.

Signature:\_\_\_\_\_



## **Policy #CEDC 08-11**

### **Municipal Sustainability Initiative (MSI) Operating Grant**

**PURPOSE:** To provide a consistent policy for administration to follow when disbursing funds from the Municipal Sustainability Initiative (MSI) Operating Grant.

**Town Council endeavours to support the local community in its philanthropic efforts related to societal / cultural and recreational development in the Town of Claresholm through the MSI Operating Grant received from the provincial government.**

**POLICY:**

1. Applicants will provide a written letter of request to Town Council for funding from the MSI Operating Grant. Each application is limited to a maximum of \$5,000.
2. Town Council will decide on each letter of request based on the benefits Claresholm will reap in relation to the organization's plan / mission / event.
3. All letters of request must contain the following information:
  - a) name and contact information;
  - b) description of the nature of operations of the organization and how it benefits societal / cultural and recreational development in Claresholm;
  - c) the amount of funding requested and why it is needed;
  - d) the specific audience that benefits from the funding received and how the Town in general benefits from the work done;
  - e) a copy of the most recent financial statements and bank statement of the organization.
4. Criterion for eligibility is that of a group holding a "not-for-profit" / association or society status.
5. Deadline for submissions will be March 31<sup>st</sup>. Upon approval, submissions may be received after the March 31<sup>st</sup> deadline and will be considered on an individual basis. Once money is completely disbursed, letters of request will no longer be accepted until the next calendar year.
6. Organizations, associations and societies must remit a report by January 31<sup>st</sup> the year following the year the funds were received, explaining how the funds helped the organization's mission with an accounting of how the funds were spent. The allowable expenses are attached as Appendix "A" to this policy.
7. Town Council will have administration review all applications and recommend those that will be eligible to receive funding and at amounts based on the available MSI Operating funds.
8. This policy will be reviewed annually to determine if the program continues to be an effective and efficient way to meet the needs of organizations in Claresholm to help fund societal / cultural and recreational events.

**EFFECTIVE DATE:**



## **Policy #CEDC 08-11**

### **Municipal Sustainability Initiative (MSI) Operating Grant**

#### **Appendix "A"**

#### **Allowable Expenses**

### ***1d. Assistance to Non-Profit Organizations***

Municipalities can access operating funding to enhance their support of non-profit organizations. Often, non-profit organizations provide cost-effective infrastructure and services to communities. Each municipality would have to determine the non-profit organization or organizations that it wants to provide operational funding support to, and in what amount. **Projects that support non-profit organizations are exempt from the minimum MSI funding threshold.**

Municipalities should consider organizations with a charitable and benevolent purpose that benefit the general public in the local community. Non-profit organizations can include either formally incorporated or informally structured organizations. Funding can also be directed to municipal grant funding boards, such as recreation boards, for further disbursement to non-profit organizations.

Funding cannot be used for activities and projects outside Alberta, for religious purposes, for political or lobbying activities, for commercial or for-profit purposes, and for expenses related to fundraising activities such as casinos and bingos. Further, funding cannot be provided to individuals.

Once the project has been accepted by the Minister, the municipality will be able to provide funding to the non-profit organization.

*See **Schedule 2** for a list of qualifying operating expenses outlined under the Assistance to Non-Profit Organizations category and **Schedule 3** for more information on allocating MSI operating funds to non-profit organizations.*

## Schedule 2 – Qualifying Operating Expenses

Further to the general definitions in **Section 3**, qualifying operating expenses include, but are not limited to the following:

	Project Categories			
	Capacity Building	Planning Activities	Municipal Services	Assistance to Non-Profit Organizations
<b>Resources</b>				
Salaries, wages, and benefits	○	●	○*	●
Training costs	●	●	●	●
Consultant fees	●	●	●	●
Honoraria	○	●	○*	●
Volunteer development	●	●	●	●
<b>Support Costs</b>				
Rent	○	●	●	●
Utilities	○	●	●	●
Insurance costs	○	●	●	●
Computer and software maintenance contracts	●	●	●	●
Property taxes	○	●	●	●
Technology support and training	●	●	●	●
Membership fees for regional organizations	●	●	●	●
<b>Operating Supplies and Small Equipment</b>				
Computer hardware and software	●	●	●	●
Copiers and Fax Machines	○	●	●	●
Furniture	○	●	●	●
Phones	○	●	●	●
Program supplies	○	●	●	●
Specialized equipment	○	●	●	●
Handheld/hand-operated tools	○	●	●	●
<b>Maintenance</b>				
Paint	○	●	●	●
Carpet	○	●	●	●
Cleaning supplies	○	●	●	●
Roof repairs	○	●	●	●
HVAC repairs	○	●	●	●
Window replacements	○	●	●	●
Other life cycle maintenance	○	●	●	●

Legend	
●	Expense qualifies under this project category.
○	Expense only qualifies under this project category if it is incurred as part of a joint initiative.

\* Expense qualifies under this project category if the project supports libraries.

### ***Expenses that do not qualify***

The following costs **do not qualify** for MSI operating project funding:

- capital costs, excluding any of the qualifying expenses identified above;
- depreciation;
- Goods and Services Tax (GST);
- income taxes;
- interest;
- loan fees;
- debt principal payments;
- contributions to individuals; and
- costs funded under other grant programs.



## **Policy #CEDC 10-10(a)**

### **Municipal Sustainability Initiative (MSI) Operating Grant**

**PURPOSE:** To provide a consistent policy for administration to follow when disbursing funds from the Municipal Sustainability Initiative (MSI) Operating Grant.

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  - c) the amount of funding requested and why it is needed;
  - d) the specific audience that benefits from the funding received and how the Town in general benefits from the work done;
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7. Town Council will review all applications and determine those that will receive funding.
8. This policy will be reviewed annually to determine if the program continues to be an effective and efficient way to meet the needs of organizations in Claresholm to help fund societal / cultural and recreational events.

**EFFECTIVE DATE: October 12, 2010**

Town of Claresholm

July 18, 2011

C.A.O. Kris Holbeck

It is with some reservation that I am submitting my resignation from the Community Standards Committee.

Unfortunately it is not as effective and therefore not as rewarding as I had expected it to be and feel that it would be better served by someone else that has a positive attitude in that field.

Thank you for the opportunity that I have had to serve for the short time that I did.

Grant Jordan.

CC. Councilor Daryl Sutter  
Mayor Dave Moore



# **INFORMATION ITEMS**



# TOWN OF CLARESHOLM

## CHEQUE LISTING FOR ACCOUNTS PAYABLE

Cheque #	Cheque Date	CEO	CAO	Vendor #	Name	Amount
						<b>Batch # 15013</b>
44202	2011-07-15			600	ALBERTA ASSOCIATION OF M.D.'S	97.65
44203	2011-07-15			1025	ALBERTA ONE CALL LOCATION CORP	120.75
44204	2011-07-15			786517	AMSC INSURANCE SERVICES LTD.	2,880.40
44205	2011-07-15			1790	Aquam Specialiste Aquatique Inc.	864.94
44206	2011-07-15			786195	Benchmark Assessment Consultants Inc.	3,515.40
44207	2011-07-15			12325	CHINOOK ARCH REGIONAL LIBRARY	11,599.50
44208	2011-07-15			13125	CLARESHOLM CENTRE	34.98
44209	2011-07-15			786254	CLARESHOLM FLORAL & CANDY SHOPPE	47.25
44210	2011-07-15			13660	CLARESHOLM LOCAL PRESS	3,619.77
44211	2011-07-15			14150	CLARESHOLM WELDING &	2,719.50
44212	2011-07-15			785973	CLEARTECH INDUSTRIES INC.	3,453.12
44213	2011-07-15			786137	COLUMBIA INDUSTRIES LTD.	4,621.26
44214	2011-07-15			786058	Corporate Express	83.07
44215	2011-07-15			786690	DBS ENVIRONMENTAL	3,476.72
44216	2011-07-15			58000	DHL EXPRESS (CANADA) LTD.	105.69
44217	2011-07-15			21351	EDUFUN INC.	189.00
44218	2011-07-15			786397	EPCOR	83.81
44219	2011-07-15			76356	Excel Telecommunications (Canada) Inc.	34.00
44220	2011-07-15			786727	FOOTHILLS REGIONAL E.M.S.	6,762.25
44221	2011-07-15			111288	GARDEN SOUL	471.52
44222	2011-07-15			786146	GODLEY'S JEWELLERY	432.60
44223	2011-07-15			61350	JACK WATSON SPORTS INC.	152.58
44224	2011-07-15			54026	JOHNSON, KRISTEIN	62.49
44225	2011-07-15			56155	LIFESAVING SOCIETY	492.95
44226	2011-07-15			786659	LIVINGSTONE RANGE SCHOOL DIVISION	370.70
44227	2011-07-15			56200	LOCAL AUTHORITIES PENSION PLAN	8,788.13
44228	2011-07-15			61450	MCNALLY CONTRACTORS LTD.	3,312.12
44229	2011-07-15			786590	MINISTER OF FINANCE	69.25
44230	2011-07-15			786704	MINISTER OF FINANCE (LT)	25.05
44231	2011-07-15			65040	MUNICIPAL INFORMATION SYSTEMS	168.00
44232	2011-07-15			786905	ONECONNECT SERVICES INC. T46194	56.81
44233	2011-07-15			97050	PHARMASAVE	27.26
44234	2011-07-15			786167	PITNEY BOWES GLOBAL CREDIT SERVICES	1,373.25
44235	2011-07-15			76400	PITNEYWORKS	4,241.49
44236	2011-07-15			786722	PLANET CLEAN (CALGARY) LTD.	453.81
44237	2011-07-15			786453	PRAXAIR CANADA INC.	826.88
44238	2011-07-15			786156	Q.E.D. ENTERPRISES LTD.	881.49
44239	2011-07-15			86300	RECEIVER GENERAL FOR CANADA	20,802.67
44240	2011-07-15			42321	RFS CANADA	402.34
44241	2011-07-15			786180	RICOH CANADA INC.	377.98
44242	2011-07-15			13525	SOBEYS CLARESHOLM	484.71
44243	2011-07-15			900	TELUS	3,728.07
44244	2011-07-15			96730	THE MACLEOD GAZETTE	42.00
44245	2011-07-15			97000	TOWN OF CLARESHOLM	33.39
44246	2011-07-15			785956	VAN AMERONGEN, JUDY	67.88
44247	2011-07-15			4090	WARNACO SWIMWEAR GROUP	223.87
44248	2011-07-15			111705	WC CLASS II REGIONAL LANDFILL	7,901.96
44249	2011-07-15			786187	Western Canada Welding Products Ltd.	251.48
44250	2011-07-15			111800	WORKERS' COMPENSATION BOARD	3,904.00



TOWN OF CLARESHOLM  
CHEQUE LISTING FOR ACCOUNTS PAYABLE

Page 2 of 4  
August 03, 2011  
8:50:57 AM

<b>Cheque #</b>	<b>Cheque Date</b>	<b>CEO</b>	<b>CAO</b>	<b>Vendor #</b>	<b>Name</b>	<b>Amount</b>
44251	2011-07-15			900000	ALBERTA HEALTH SERVICES	40.00
44252	2011-07-15			900000	BAXTER, DEAN	500.00
44253	2011-07-15			900000	CLOCK IT TO YA INC.	226.87
44254	2011-07-15			900000	DR. BAHN AL-YOUSIF	4,500.00
44255	2011-07-15			900000	DR. FRASER LEISHMAN	4,500.00
44256	2011-07-15			900000	DR. SCOTT SMITH	4,500.00
44257	2011-07-15			900000	LOCAL BUSINESS PRODUCTS LTD.	47.25
44258	2011-07-15			900000	MYRON	1,364.63
44259	2011-07-15			900000	O'CANADA GEAR	380.10
44260	2011-07-15			900000	SEYMOUR, HAROLD	336.00
						121,130.64
						<b>Batch # 15017</b>
44261	2011-07-15			900000	REAL IOD INC.	6,300.00
						6,300.00



# TOWN OF CLARESHOLM

## CHEQUE LISTING FOR ACCOUNTS PAYABLE

Cheque #	Cheque Date	CEO	CAO	Vendor # Name	Amount
				<b>Batch # 15037</b>	
44262	2011-07-26			600 ALBERTA ASSOCIATION OF M.D.'S	11,982.26
44263	2011-07-26			650 ALBERTA BLUE CROSS	5,014.00
44264	2011-07-26			87028 Alberta Elevating Devices & AR Safety Assoc.	210.00
44265	2011-07-26			6390 BISHOFF AUTO & AG CENTRE	584.22
44266	2011-07-26			786168 BLACK PRESS GROUP LTD.	522.01
44267	2011-07-26			11250 CANADIAN LINEN SUPPLY	434.94
44268	2011-07-26			786552 CLARESHOLM AUTO BODY	801.89
44269	2011-07-26			13150 CLARESHOLM CASTING	57.75
44270	2011-07-26			13250 CLARESHOLM CHILD CARE SOCIETY	2,183.50
44271	2011-07-26			13175 CLARESHOLM COMMUNITY CENTRE HALL BOARD	168.00
44272	2011-07-26			786483 CLARESHOLM CONTINUOUS EAVESTROUGHING	2,118.07
44273	2011-07-26			786254 CLARESHOLM FLORAL & CANDY SHOPPE	59.06
44274	2011-07-26			13400 CLARESHOLM GLASS '88' LTD	18.90
44275	2011-07-26			13660 CLARESHOLM LOCAL PRESS	264.76
44276	2011-07-26			14085 CLARESHOLM NAPA AUTO	1,056.27
44277	2011-07-26			785953 CLARESHOLM RENTALS & OILFIELD	63.00
44278	2011-07-26			786141 CLARESHOLM TAXI	841.05
44279	2011-07-26			14150 CLARESHOLM WELDING &	222.60
44280	2011-07-26			786697 CNH CAPITAL C3115	119.86
44281	2011-07-26			786709 DAFCO FILTRATION GROUP CORPORATION	107.22
44282	2011-07-26			786602 DEDOMINICIS, JOHN	350.00
44283	2011-07-26			786540 DIRECT ENERGY REGULATED SERVICES	37.15
44284	2011-07-26			786397 EPCOR	125.56
44285	2011-07-26			76356 Excel Telecommunications (Canada) Inc.	36.65
44286	2011-07-26			786202 EXOVA	2,046.86
44287	2011-07-26			786445 FASTENAL CANADA	513.24
44288	2011-07-26			26201 FERG'S SEPTIC SERVICE	918.75
44289	2011-07-26			111288 GARDEN SOUL	184.62
44290	2011-07-26			786800 GDM ELECTRIC LTD.	364.72
44291	2011-07-26			31955 GREYHOUND COURIER EXPRESS	50.49
44292	2011-07-26			49980 HARRY'S TIRE SALES (1984) LTD.	120.75
44293	2011-07-26			786648 HOLBECK, KRISTINE H	68.25
44294	2011-07-26			36800 HOME HARDWARE	621.84
44295	2011-07-26			850 JOHN DEERE FINANCIAL	469.94
44296	2011-07-26			54026 JOHNSON, KRISTEIN	101.13
44297	2011-07-26			786267 LAWSON PRODUCTS INC.	583.37
44298	2011-07-26			900001 LETHBRIDGE HONDA	201.47
44299	2011-07-26			56200 LOCAL AUTHORITIES PENSION PLAN	10.75
44300	2011-07-26			58000 LOOMIS EXPRESS	64.24
44301	2011-07-26			786812 MCGREGOR FILTERING EQUIPMENT (1974) LTD.	95.78
44302	2011-07-26			61450 MCNALLY CONTRACTORS LTD.	23,121.00
44303	2011-07-26			786570 MOORE, DAVID	193.44
44304	2011-07-26			786872 MPE ENGINEERING LTD.	2,585.36
44305	2011-07-26			65000 MUNICIPAL DISTRICT OF WILLOW	3,525.00
44306	2011-07-26			65040 MUNICIPAL INFORMATION SYSTEMS	931.02
44307	2011-07-26			786192 NOBLE CONCRETE (1987) LTD	850.50
44308	2011-07-26			75955 PALMER, FRED	375.00
44309	2011-07-26			786635 PCO SERVICES CORPORATION	185.86
44310	2011-07-26			76300 PEDERSEN TRANSPORT LTD.	891.52



**TOWN OF CLARESHOLM**  
**CHEQUE LISTING FOR ACCOUNTS PAYABLE**

<b>Cheque #</b>	<b>Cheque Date</b>	<b>CEO</b>	<b>CAO</b>	<b>Vendor #</b>	<b>Name</b>	<b>Amount</b>
44311	2011-07-26			786205	PIPELINE WATER CO-OP LTD.	150.00
44312	2011-07-26			80000	PUROLATOR COURIER	38.70
44313	2011-07-26			86153	RANCLAND EMBROIDERY	157.19
44314	2011-07-26			786188	Reynolds Mirth Richards & Farmer LLP	588.08
44315	2011-07-26			786180	RICOH CANADA INC.	272.57
44316	2011-07-26			14265	SAVARIA LIFTS LTD.	250.00
44317	2011-07-26			786774	SOUTHLAND INTERNATIONAL	202.00
44318	2011-07-26			91700	STARLINE SIGNS	845.53
44319	2011-07-26			900	TELUS	1,456.27
44320	2011-07-26			786437	THE WRITE SOURCE	100.90
44321	2011-07-26			786849	TJ'S TREE TRIMMING	2,691.15
44322	2011-07-26			785150	Torque's Heavy Truck & Trailer Repair Ltd.	2,495.90
44323	2011-07-26			97000	TOWN OF CLARESHOLM	53.52
44324	2011-07-26			786428	TransAlta Energy Marketing Corp.	17,710.26
44325	2011-07-26			101400	UNITED FARMERS OF ALBERTA	1,990.53
44326	2011-07-26			786378	WESTCAN WIRELESS	12,344.22
44327	2011-07-26			126050	ZEE MEDICAL CANADA, INC.	205.35
44328	2011-07-26			900000	AASCF	155.00
44329	2011-07-26			900000	Canadian Missing Kids Newsmagazine	259.88
44330	2011-07-26			900000	MINISTER OF FINANCE	173.25
44331	2011-07-26			900000	MINISTER OF FINANCE.	50.00
44332	2011-07-26			900000	TOWN OF OLDS	200.00
44333	2011-07-26			900000	WEISENSEL, JEAN	30.00
44334	2011-07-26			900000	Willow Creek Child & Family Psychology	120.00
						108,993.92
						<b>Batch # 15043</b>
44335	2011-07-28			786300	KRUECKL CONSTRUCTION	15,750.00
						15,750.00

**Total** **252,174.56**

CLARESHOM & DISTRICT MUSEUM MEETING  
JUNE 22 2011

PRESENT: DOUG LEEDS. DON CLARK, HAROLD SEYMOUR, RHODENA KING,  
JIM KJARSGAARD.

ABSENT ANOLA LAING, BERNICE CASE, DOUG MACPHERSON, DON  
GLIMSDALE.

THIS WAS ONLY AN INFORMAL MEETING BECAUSE SO MANY MEMBERS  
WERE ABSENT AND WE DID NOT HAVE A QUORUM. WE DEALT WITH THE  
IMMEDIATE ISSUES AND MOST ITEMS WERE TABLED UNTIL THE NEXT  
MEETING.

1. THE MEETING WAS CALLED TO ORDER AT 7:40 BY DOUG LEEDS
2. THE AGENDA AND MINUTES FROM THE LAST MEETING WERE APPROVED  
BY DON CLARK.

FINANCIAL REPORT. TABLED UNTIL NEXT MEETING BECAUSE THERE WAS  
NO EXPLANATION.

THE APPROVAL OF EXPENSES COULD NOT BE VOTED ON WITHOUT A  
QUORUM.

OLD BUSINESS:

A. PETE KRUEKL HAS FINISHED THE DOOR FRAMING IN THE FOYER. THE  
NAIL HOLES NEED TO BE FILLED AND THE WHOLE THING NEEDS TO BE  
PAINTED. FOR THIS WE NEED A VOLUNTEER.

B. THE WIFI SANDWICH BOARD SIGN IS COMPLETED AND IS ON DISPLAY.  
AND IT WILL BE TAKEN INSIDE EVERY NIGHT.

C. JACK BRINK REPORT FROM BERNICE, TABLED UNTIL NEXT MEETING

D. THE BROTHER PRINTER HAS BEEN REPLACED AT NO CHARGE.

E. UPDATE ON BRIDAL DISPLAY TABLED UNTIL NEXT MEETING.

F. CPR PLATFORM: DOUG LEEDS REPORTED THAT THE LUMBER HAS BEEN  
PURCHASED AND MIKE AND THE TOWN CREW WILL BEING WORKING ON  
IT WHEN TIME ALLOWS.

G. BIG SKY PARKING: GREG BARKER SPOKE TO THE MANAGER ABOUT  
OUR CONCERNS.

CORRESPONDENCE:

THE CHAMBER OF COMMERCE HAS REQUESTED MEMBERSHIP. WE ARE COVERED UNDER THE TOWN'S MEMBERSHIP.

KRIS RECEIVED A LETTER FROM THE REYNOLDS MUSEUM ADVISING US THAT THE OIL MUST BE REMOVED FROM ALL VEHICLES ON DISPLAY.

REQUEST FROM PRAIRIE POST TABLED UNTIL NEXT MEETING.

DONATIONS:

A. WE RECEIVED THE ARMY JACKET FROM PAT PATTERSON

B. WE RECEIVED FROM BEVERLY BEATTIE, A LOG BOOK, MEDALS, AND PHOTOS.

C. THE TEA WAGON THAT WE HAD BEEN PREVIOUSLY BEEN OFFERED AND THEN HAD THE OFFER WITHDRAWN HAS BEEN OFFERED AGAIN ALONG WITH A MANTLE CLOCK FROM THE MIRIAM DOUGALL FAMILY.

D THERE HAS BEEN AN OFFER FROM OSCAR MARKLE OF INDIAN HAMMERHEADS. WE NEED TO VOTE ON THIS AT THE NEXT MEETING BECAUSE DOUG SAID IT IS A LARGE COLLECTION.

E. MADELYN FOX DONATED A SMALL CHILD'S TRICYCLE.

F. JULIE HUTCHINSON HAS OFFERED A MODERN DISPLAY CABINET WHICH IS ABOUT 5 FT. LONG.

STAFFING.

A WELCOME TO TRISHA CARLTON. TABLED UNTIL NEXT MEETING. RHODENA OFFERED TO TALK TO THE LOCAL PRESS ABOUT DOING AN INTERVIEW WITH HER.

B. WE READ AND DISCUSSED THE REPORT FROM CLAIRE ON MUSEUM ACTIVITIES.

C TEA ON THE LAWN. DOUG AND HAROLD WILL PICK UP THE TABLES AND CHAIRS AND DELIVER THEM'

D, CLAIRE THINKS THAT WE SHOULD HAVE A SIGN PLACED ON THE SECOND MUSEUM BUILDING. A LOT OF VISITORS VIST THE CPR BUILDING AND THE LOG CABIN AND THE SCHOOL HOUSE AND ARE NOT AWARE THAT THE SECOND BUILDING IS AN EXTENSION OF THE FIRST.

THE NEXT MEETING WILL BE ON JULY 27.

**TOWN OF CLARESHOLM**  
**REGULATORY &**  
**PROPERTY SERVICES**



Claresholm

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

# STAFF REPORT

**To:** Town Council  
**From:** Community Standards Committee  
**CC:** N/A  
**Date:** July 21, 2011  
**Re:** Enforcement Update Report for the Month of June (2011)

**Urgent**     **For Review**     **Please Comment**     **Please Reply**     **Please Recycle**

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● **Enforcement Update Report for the Month of June (2011):**

For the month of June the Regulatory & Property Services Department received 129 Complaints; 60 initiated by the Community Standards Committee or members of the community and 69 Staff initiated. A categorized breakdown is listed below:

<i>Weeds</i>	67
<i>Trees &amp; Vegetation</i>	13
<i>Unightly</i>	9
<i>Bus. License</i>	5
<i>Animals</i>	4
<i>Other</i>	31
<hr/>	
<i>TOTAL</i>	129

**Resulting enforcement actions:**

<i>Notices &amp; Warnings</i>	98
<i>Municipal Tags</i>	8
<i>Provincial Tickets</i>	0
<i>Orders</i>	6
<hr/>	
<i>TOTAL</i>	112

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**Total open and active files:**

<i>Files created in the month</i>	112
<i>Previous files (still open)</i>	152
<i>Deferred files</i>	17
<hr/>	
<i>TOTAL</i>	281

**Closed files & Month-end remaining files:**

<i>Total active files</i>	281
<i>Concluded files</i>	108
<hr/>	
<i>TOTAL</i>	173

**Total monthly activity:**

<i>Files created in the month</i>	112
<i>File follow-ups</i>	114
<hr/>	
<i>TOTAL</i>	226

**Notes and Observations:**

Similarly to May, the month of June resulted in a higher than normal amount of complaints. Again, this is primarily a result of the lack of substantial enforcement presences between February 14<sup>th</sup> and May 2<sup>nd</sup>. In addition, the Regulatory & Property Services Department was more active in addressing situations that have been neglected and drawn-out over the last several years. Regular patrols by the RPS Department have resulted in frequent enforcement actions relating to vegetation and trees restricting sight lines at the intersections of municipal roads and alleys; the Department will continue this enforcement direction in July. Continued enforcement of weeds / nuisance complaints has also contributed to higher than normal enforcement activity (as in May). The prioritization of the 129 new complaints, by the RPS Department has translated into 112 (86%) of the files being undertaken and 17 (14%) of the files deferred to July's enforcement list.

The Regulatory & Property Services Department commenced 112 enforcement actions in the month of June. The combination of remaining May files (152) and new June files (129) totals 281 open & active files; of which 108 were concluded through the month of June. As expected, the file closure rate in June was increased to 38%; up from May's closure rate of 14%. Finally, the total monthly activity indicates that 81% of all active enforcement files received action and/or follow-up; this translates to 226 files – a large volume of files. The RPS Department cautions that priority must be given to complete and comprehensive file management versus volume alone. Complaints must be investigated and responded to in a proper and thorough manner. The RPS Dept. expects that as fall approaches enforcement files will be closed at a higher rate. In addition, increased patrols that focus on weeds, grass and general nuisance will be undertaken in July and August; an effort to have the Town looking its best for Fair Days.

***Jeff Gibeau***

***Manager of Regulatory & Property Services***



[townofclaresholm.com](http://townofclaresholm.com)

Phone: (403) 625-3381

Fax: (403) 625-3869

**TOWN OF CLARESHOLM**  
**REGULATORY &**  
**PROPERTY SERVICES**



Claresholm

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

# STAFF REPORT

**To:** Town Council  
**From:** Community Standards Committee  
**CC:** N/A  
**Date:** August 9<sup>th</sup>, 2011  
**Re:** Enforcement Update Report for the Month of July (2011)

**Urgent**     **For Review**     **Please Comment**     **Please Reply**     **Please Recycle**

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● **Enforcement Update Report for the Month of July (2011):**

For the month of July the Regulatory & Property Services Department received 143 Complaints; 35 initiated by the Community Standards Committee or members of the community and 108 Staff initiated. A categorized breakdown is listed below:

<i>Weeds</i>	75
<i>Trees &amp; Vegetation</i>	24
<i>Animals</i>	12
<i>Unsanitary</i>	6
<i>Traffic</i>	5
<i>Other</i>	21
<hr/>	
<i>TOTAL</i>	143

**Resulting enforcement actions:**

<i>Notices &amp; Warnings</i>	117
<i>Municipal Tags</i>	3
<i>Provincial Tickets</i>	0
<i>Orders</i>	3
<hr/>	
<i>TOTAL</i>	123

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**Total open and active files:**

<i>Files created in the month</i>	123
<i>Previous files (still open)</i>	173
<i>Deferred files</i>	20
<b>TOTAL</b>	<b>296</b>

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**Closed files & Month-end remaining files:**

<i>Total active files</i>	296
<i>Concluded files</i>	148
<b>TOTAL</b>	<b>148</b>

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**Total monthly activity:**

<i>Files created in the month</i>	123
<i>File follow-ups</i>	151
<b>TOTAL</b>	<b>274</b>

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**Notes and Observations:**

The Regulatory & Property Services Department has continued to focus on addressing situations that have been neglected and drawn-out over the last several years and has also continued regular patrols that have resulted in frequent enforcement actions relating to vegetation and trees restricting sight lines at the intersections of municipal roads and alleys. The third enforcement direction in July was the continued enforcement of weeds / nuisance complaints to ensure that the Town is looking its best for Fair Days. The prioritization of the 143 new complaints by the RPS Department has translated into 123 (86%) of the files being undertaken and 20 (14%) of the files deferred to August's enforcement list. The Regulatory & Property Services Department commenced 123 enforcement actions in the month of July. The combination of remaining June files (173) and new July files (143) totals 296 open & active files; of which 148 were concluded through the month of July. The file closure rate in July was increased to 50%; up from June's closure rate of 38% and May's closure rate of 14%. Finally, the total monthly activity indicates that 93% of all active enforcement files received action and/or follow-up; this translates to 274 files – an extremely large volume of files (well over 13 files per working day).

A revamped Regulatory and Protective Services Department link on the Town of Claresholm website is coming soon. Features include a new *public complaint assistance and information package*. Check back in couple weeks.

***Jeff Gibeau***  
***Manager of Regulatory & Property Services***



[townofclaresholm.com](http://townofclaresholm.com)

Phone: (403) 625-3381

Fax: (403) 625-3869

Please circulate to Mayor/Reeve and Council for information



# OLDMAN RIVER REGIONAL SERVICES COMMISSION

MINUTES - 4 (2011)  
**EXECUTIVE COMMITTEE MEETING**  
Thursday, May 12, 2011 – 7:00 p.m.  
ORRSC Boardroom (3105 - 16 Avenue North, Lethbridge)

**EXECUTIVE COMMITTEE:**

- |   |             |
|---|-------------|
| Terry Michaelis - <i>Chair</i>          | Dick Fenton |
| Gordon Wolstenholme - <i>Vice-Chair</i> | Henry Doeve |
| Henry Van Hierden                       | Mike Selk   |
| Doug MacPherson                         |             |

**STAFF:**

- |                                |   |
|--------------------------------|---|
| Lenze Kuiper – <i>Director</i> | Barb Johnson – <i>Executive Secretary</i> |
|--------------------------------|---|

**AGENDA:**

1. **Approval of Agenda** – May 12, 2011.....
2. **Delegation** – BDO Canada LLP
3. **Approval of Minutes** – April 7, 2011..... (attachment)
4. **Business Arising from the Minutes**
5. **New Business**
  - (a) Auditors’ Report and Financial Statements 2010 .....(handout)
  - (b) Draft ORRSC Annual Report 2010 ..... (attachment)
  - (c) Regional Assessment Review Board..... (attachment)
  - (d) South Saskatchewan Regional Plan Update.....
6. **Accounts**
  - (a) Office Accounts –
    - (i) March 2011 ..... (attachment)
    - (ii) April 2011 .....(handout)
7. **Director’s Report** .....
8. **Executive Report** .....
9. **Adjournment**.....

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CHAIR TERRY MICHAELIS CALLED THE MEETING TO ORDER AT 7:00 P.M.

**1. APPROVAL OF AGENDA**

**Moved by: Gordon Wolstenholme**

THAT the Executive Committee approves the agenda, as presented.

**CARRIED**

**2. DELEGATION – BDO Canada LLP**

- Bryan Machacek and Dennis Sudo of BDO Canada LLP Chartered Accountants presented the audit results and financial statements for the year ending December 31, 2010. The Statement of Cash Flows shows a reduction in cash of \$361,218 mainly due to operations, purchase of vehicle and renovations. The Statement of Operations reports a deficiency of revenues over expenditures of \$317,726.
- Mr. Machacek reviewed their management letter which identified several areas where existing systems of internal control could be improved, including:
  - formal approval of the auditor should be documented each year in the minutes;
  - date all cheques when they are written and all entries made to records in the correct period;
  - use of the Accounts Payable module in Simply Accounting to record invoices into the accounting records as payables;
  - a person within senior management ensure that bank reconciliations are reviewed and approved;
  - agreements should be drawn up indicating the municipalities' acceptance of Fee for Service projects and when invoicing is required, timesheets and materials invoices be provided to the bookkeeper to substantiate the invoice;
  - the Executive Committee review the original credit card statement including all receipts attached;
  - in future grant arrangements through a sponsor municipality, a subsequent agreement is drawn up to clearly document that it is the grant flowing to ORRSC rather than Fee for Service revenue;
  - the Executive Committee consider updating the restricted reserve balances to current organizational requirements and address the issue that current cash does not fund the internally restricted reserves.

**3. APPROVAL OF MINUTES**

**Moved by: Henry Van Hierden**

THAT the Executive Committee approves the minutes of April 7, 2011, as presented.

**CARRIED**

**4. BUSINESS ARISING FROM THE MINUTES**

- None.

## 5. NEW BUSINESS

### (a) Auditors' Report and Financial Statements 2010

- Due to the rising cost of the annual audit, the Director was instructed to put the audit out to tender for proposals and bring a recommendation back to the Executive Committee.

**Moved by: Doug MacPherson**

THAT the Executive Committee accepts the Auditors' Report and Financial Statements for the year ending December 31, 2010 prepared by BDO Canada LLP Chartered Accountants refers it to the Board of Directors for approval at the Annual General Meeting on June 2, 2011. **CARRIED**

### (b) Draft ORRSC Annual Report 2010

**Moved by: Dick Fenton**

THAT the Executive Committee accepts the Draft ORRSC Annual Report 2010 and refers it to the Board of Directors for approval at the Annual General Meeting on June 2, 2011. **CARRIED**

### (c) Regional Assessment Review Board

- A draft agreement and bylaw were sent to all member CAOs on April 12, 2011 along with a questionnaire to determine the level of interest in establishing a Regional Assessment Review Board. 20 of the 24 municipalities that responded were interested and the questionnaire responses indicated currently trained 21 board members and 15 clerks.
- Municipal representatives met with the Director at the ORRSC office on May 10 to discuss the draft agreement and bylaw. Minor changes were made and the final version was e-mailed to CAOs on May 11. Municipalities wishing to participate should sign the agreement, pass the bylaw, and forward an original to ORRSC by June 30, 2011.

**Moved by: Gordon Wolstenholme**

THAT the Regional Assessment Review Board update be received as information. **CARRIED**

### (d) South Saskatchewan Regional Plan Update

- ORRSC staff will soon release a brief response to the RAC "*Advice to the Government of Alberta for the South Saskatchewan Regional Plan*". An online workbook will be available soon at [www.landuse.alberta.ca](http://www.landuse.alberta.ca) and each municipal council should go through it individually. A more comprehensive review and response to the '*Advice*' document will also be prepared using ORRSC's initial 'Position Paper' as the framework.

**Moved by: Mike Selk**

THAT the South Saskatchewan Regional Plan update be received as information. **CARRIED**

## 6. ACCOUNTS

### (a) Office Accounts –

#### (i) March 2011

5185	Planning Intern Expenses .....	M. Denis .....	\$ 639.00
5120	AMS-Ext Health & Dental .....	M. Denis .....	21.42
5185	Planning Intern Expenses .....	M. Denis .....	141.00
5170	Staff Conference & Area .....	M. Denis .....	778.08
	Edmonton - "Internship Wrap-Up" - March 23-25/11 – mileage, hotel & meals		
5150	Staff Mileage .....	S. Johnson .....	16.00
5151	Vehicle Gas & Maintenance .....	S. Johnson .....	27.00
5320	General Office Supplies .....	S. Johnson .....	27.11
5530	Coffee & Supplies .....	S. Johnson .....	85.70
5151	Vehicle Gas & Maintenance .....	J. Schmidt .....	34.96
5151	Vehicle Gas & Maintenance .....	Imperial Oil .....	687.52
5151	Vehicle Gas & Maintenance .....	Bridge City Chrysler .....	51.95
5151	Vehicle Gas & Maintenance .....	Petty Cash (wiper blades) .....	38.98
5320	General Office Supplies .....	Petty Cash (chairmats & clock) .....	81.56
5520	Meetings .....	Petty Cash (pop) .....	41.62
5230	Member Conf & Out of Area .....	CPAA .....	1,050.00
	Red Deer - "CPAA Conference" - Registration Fees (T. Michaelis, G. Wolstenholme, D. Fenton)		
5280	Janitorial Services .....	Madison Ave Business Services .....	425.00
5285	Building Maintenance .....	Neils & Gord Lawn Mower .....	100.38
5285	Building Maintenance .....	Wild Rose Horticultural .....	390.00
5310	Telephone .....	Telus Mobility .....	862.50
5310	Telephone .....	Telus .....	426.60
5580	Equipment & Furniture Rental .....	Telus .....	291.48
5310	Telephone .....	Telus .....	37.54
5320	General Office Supplies .....	Corporate Express .....	199.95
5320	General Office Supplies .....	Citi Cards .....	69.91
5320	General Office Supplies .....	Citi Cards .....	193.24
5380	Printing & Printing Supplies .....	Citi Cards .....	209.70
5320	General Office Supplies .....	Citi Cards .....	92.97
5390	Graphic & Drafting Supplies .....	Citi Cards .....	40.34
5330	Dues & Subscriptions .....	Municipal World .....	99.00
5330	Dues & Subscriptions .....	Crowsnest Pass Promoter .....	46.33
5330	Dues & Subscriptions .....	Westwind Weekly .....	35.00
5330	Dues & Subscriptions .....	CPAA .....	180.00
5380	Printing & Printing Supplies .....	Office Depot .....	839.80
5380	Printing & Printing Supplies .....	Lethbridge Mobile Shredding .....	21.00
5440	Land Titles Office .....	Minister of Finance .....	300.00
5450	Legal Fees .....	Stringam Denecky .....	291.25
5470	Computer Software .....	Global Edge Systems .....	349.00
5470	Computer Software .....	Safe Software .....	900.00
5470	Computer Software .....	Xerox Canada .....	1,668.60
5470	Computer Software .....	App Assure Software .....	625.00

5500	Subdivision Notification .....	Lethbridge Herald .....	535.76
5500	Subdivision Notification .....	Purolator Courier .....	15.39
5570	Equipment Repairs & Maintenance .....	Xerox Canada .....	572.95
5570	Equipment Repairs & Maintenance .....	Xerox Canada .....	523.52
1160	GST Receivable .....	GST Receivable .....	476.79
		<b>TOTAL</b>	<b><u>\$14,540.65</u></b>

**Moved by: Doug MacPherson**

THAT the Executive Committee approves the Office Accounts of March 2011 (\$14,540.65), as presented. **CARRIED**

**(ii) April 2011**

5041	Planning Intern .....	B. Gray (March) .....	\$ 86.28
5120	AMS-Ext Health & Dental .....	B. Gray (March) .....	77.72
5170	Staff Conference & Area .....	B. Gray (March) .....	341.15
	Toronto - "Green Belt Conference" - March 18-25/11 – hotel & meals		
5160	Staff Field Expense .....	D. Horvath .....	101.33
5151	Vehicle Gas & Maintenance .....	Bridge City Chrysler .....	104.25
5151	Vehicle Gas & Maintenance .....	Imperial Oil .....	2,000.00
5160	Staff Field Expense .....	Petty Cash (staff lunches) .....	19.18
5320	General Office Supplies .....	Petty Cash (drawer organizers & kleenex) .....	27.67
5530	Coffee & Supplies .....	Petty Cash (coffee) .....	34.47
5570	Equipment Repairs & Maintenance .....	Petty Cash (fax toner) .....	54.69
5170	Staff Conference & Area .....	Lethbridge Chamber of Commerce ...	60.00
5280	Janitorial Services .....	Madison Ave Business Services .....	425.00
5285	Building Maintenance .....	DRC Communications .....	80.00
5285	Building Maintenance .....	Wild Rose Horticultural Services .....	260.00
5310	Telephone .....	Telus .....	412.20
5580	Equipment & Furniture Rental .....	Telus .....	205.47
5310	Telephone .....	Telus .....	39.06
5310	Telephone .....	Telus Mobility .....	1,900.00
5330	Dues & Subscriptions .....	Costco Wholesale .....	100.00
5350	Postage & Petty Cash .....	Postage by Phone .....	2,000.00
5380	Printing & Printing Supplies .....	Office Depot .....	756.00
5380	Printing & Printing Supplies .....	Lethbridge Mobile Shredding .....	21.00
5380	Printing & Printing Supplies .....	Peak Vocational Services .....	90.00
5390	Graphic & Drafting Supplies .....	CIP .....	1,808.86
5320	General Office Supplies .....	Citi Cards .....	56.85
5380	Printing & Printing Supplies .....	Citi Cards .....	294.51
5390	Graphic & Drafting Supplies .....	Citi Cards .....	39.93
5420	Accounting & Audit Fees .....	BDO .....	13,700.00
5430	Aerial Photos & Maps .....	County of Warner .....	180.00
5440	Land Titles Office .....	Minister of Finance .....	514.00
5460	Public Relations .....	Lethbridge Herald .....	56.00
5500	Subdivision Notification .....	Lethbridge Herald .....	547.60
5500	Subdivision Notification .....	Claresholm Local Press .....	100.10
5500	Subdivision Notification .....	Lethbridge Herald .....	275.28



5570	Equipment Repairs & Maintenance .....	Reiter Computer Associates .....	155.00
5570	Equipment Repairs & Maintenance .....	Reiter Computer Associates .....	160.00
5570	Equipment Repairs & Maintenance .....	Desk'N File Office Furniture .....	22.51
5580	Equipment & Furniture Rental .....	Xerox Canada .....	960.00
1160	GST Receivable .....	GST Receivable .....	<u>1,376.67</u>
		<b>TOTAL</b>	<b><u>\$29,442.78</u></b>

**Moved by: Dick Fenton**

THAT the Executive Committee approves the Office Accounts of April 2011 (\$29,442.78), as presented. **CARRIED**

- Committee members inquired about the several payments to 'Citi Cards'. The Director will clarify these expenses with the bookkeeper and report back at the next meeting.

**6. DIRECTOR'S REPORT**

- None.

**7. EXECUTIVE REPORT**

- Committee members reported on various projects and activities in their respective municipalities.

**8. ADJOURNMENT**

**Moved by: Henry Van Hierden**

THAT we adjourn the regular meeting of the Executive Committee of the Oldman River Regional Services Commission at 8:40 p.m. until Thursday, June 9, 2011 at 7:00 p.m.

**CARRIED**

/bj

CHAIR: 