



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
SEPTEMBER 26, 2011
AGENDA**

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

CALL TO ORDER

AGENDA: ADOPTION OF AGENDA

MINUTES: REGULAR MEETING MINUTES SEPTEMBER 16, 2011

ACTION ITEMS:

1. **BYLAW #1566 – Municipal Emergency Management Bylaw**
 RE: 2nd & 3rd Readings
2. **DELEGATION RESPONSE: Skyline Residents**
 RE: Snow Removal on Sidewalks
3. **CORRES: Claresholm Fusion Christian Youth Group**
 RE: Downtown Parking Lot
4. **CORRES: Claresholm Volunteer Fire Department**
 RE: October 29, 2011 Liquor License
5. **CORRES: Claresholm & District FCSS**
 RE: Letter of Support
6. **MEMO: Parking on the west side of 8th Street**
7. **MEMO: Intermunicipal Development Plan**
8. **LEASE AGREEMENT: Claresholm Animal Rescue Society (Discussion Only)**
9. **ADOPTION OF INFORMATION ITEMS**

INFORMATION ITEMS:

1. Arena User's Meeting Minutes – August 24, 2011
2. Claresholm Chamber of Commerce Meeting Minutes – September 20, 2011
3. West Meadow Elementary School Newsletter – September 2011
4. West Meadow Elementary School Update – September 16, 2011
5. WCHS School Council Minutes – September 15, 2011

ADJOURNMENT:



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING MINUTES
SEPTEMBER 12, 2011**

CALL TO ORDER: The meeting was called to order at 7:00pm by Deputy Mayor Connie Quayle

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

ABSENT: Mayor David Moore; Councillor Daryl Sutter

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

CARRIED

MINUTES: **REGULAR MEETING – AUGUST 15, 2011**

Moved by Councillor Van Amerongen that the Regular Meeting Minutes of August 15, 2011 be accepted as presented.

CARRIED

FINANCES: **AUGUST 2011 BANK STATEMENT**

Moved by Councillor MacPherson to accept the August 2011 bank statement as presented.

CARRIED

DELEGATIONS: **SKYLINE RESIDENTS**

RE: Snow Removal on Sidewalks

Present to speak on the issue of snow removal was Gordon & Lois Dunn and Douglas & Evelyn Eves. These residents feel that the Town should be clearing all sidewalks within our town due to the inconsistency of what is being done by residents currently. Many seniors walk a great deal and there are many areas in the town that are not being cleared. Finding reliable people to do this work in the winter is difficult. Improved public safety would result as pedestrians and scooters would use the sidewalks rather than the roadways. Enforcement costs would be reduced as the sidewalks would be cleared by the town. It would be attractive for retirement people and it would also be good for business. They realize the town would require the necessary equipment and resources in order to clear the sidewalks. Winnipeg clears all their sidewalks and they figure the cost is \$7.00 per home per year. Additional costs would mean additional taxes, but they feel it would be a cost benefit to our town.

ACTION ITEMS:

1. **BYLAW #1566 – Municipal Emergency Management Bylaw**
RE: 1st Reading

Moved by Councillor Fieguth to give Bylaw #1566 regarding Municipal Emergency Management, 1st Reading.

CARRIED

2. **BYLAW #1568 – Golf Course Debt Bylaw**
RE: 1st Reading

Moved by Councillor MacPherson to give Bylaw #1568 regarding Golf Course Debt, 1st Reading.

CARRIED

3. **BYLAW #1550 – Traffic Bylaw**
RE: 1st Reading

Moved by Councillor Van Amerongen to give Bylaw #1550 regarding Traffic, 1st Reading.

CARRIED

4. **CORRES: Alberta Environment**
RE: Fall 2011 AUMA Convention

Received for information.

5. **Alberta Emergency Management Agency - Training**

Received for information.

6. **CORRES: Southwest Alberta Energy from Waste Alliance**
RE: Information Meeting – October 14, 2011

Received for information.

7. **CORRES: Claresholm & District Health Foundation**
RE: 5th Annual Gala

Moved by Councillor MacPherson to support the Claresholm & District Health Foundation's 5th Annual Gala Concert in the amount of \$500.

CARRIED

8. CORRES: Claresholm Farmers Market Society
RE: Rent of the Arena

Moved by Councillor Hubka to forgive the rent of the arena for the Claresholm Farmers Market Society for the 2011 season.

CARRIED

9. CORRES: Roy Johnson
RE: 8th Street West

Referred to administration.

10. CORRES: Fortis Alberta
RE: Electric Distribution Franchise Fee

Moved by Councillor MacPherson to keep the electric distribution franchise fee from Fortis Alberta the same at 2% for 2012.

CARRIED

11. CORRES: Claresholm & District FCSS
RE: Letter of Support

Moved by Councillor Van Amerongen to write a letter of support for Claresholm & District FCSS's application to the New Horizons for Seniors Program.

CARRIED

12. MEMO: Derochie Drive Storm Drainage

Referred to administration.

13. MEMO: Development Concerns – Jordan & Green

Received for information.

14. ADOPTION OF INFORMATION ITEMS

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

CARRIED

15. IN CAMERA: DEVELOPMENT / PERSONNEL

Moved by Councillor MacPherson that this meeting go In Camera.

CARRIED

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

CARRIED

ADJOURNMENT: Moved by Councillor MacPherson that this meeting adjourn at 9:10pm.

CARRIED

Deputy Mayor – Connie Quayle

Chief Administrative Officer – Kris Holbeck, CA

ACTION ITEMS



TOWN OF CLARESHOLM PROVINCE OF ALBERTA BYLAW #1566

A Bylaw of the **Town of Claresholm** to **establish Municipal Emergency Advisory Committee.**

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

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

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

AND WHEREAS the Council deems it necessary and appropriate to repeal and replace the existing Municipal Emergency Management Agency Bylaw No. 1537;

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

SECTION 1 TITLE OF BYLAW

- 1.1 This Bylaw may be cited as the **“Municipal Emergency Management Bylaw.”**

SECTION 2 DEFINITIONS

- 2.1 In this Bylaw, unless the context otherwise requires:

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

SECTION 3 ESTABLISHMENT OF COMMITTEE AND AGENCY

- 3.1 There is hereby established an Emergency Advisory Committee to advise Council on the development of emergency plans and programs. This committee will comprise of two (2) members of Council and the Chief Administrative Officer to be appointed by resolution.
- 3.2 There is hereby established a Municipal Emergency Management Agency to act as the agent of the Council to carry out its statutory powers and obligations under the Act. This does not include the power to declare, renew, or terminate a state of local emergency, nor the powers contained in Section 4.2 of this Bylaw.

- 3.3 Council shall:
- a) by resolution, appoint two (2) of its members to serve on the Emergency Advisory Committee;
 - b) provide for the payment of expenses of the members of the Emergency Advisory Committee;
 - c) by resolution, on the recommendation of the Emergency Advisory Committee, appoint a Director of Emergency Management (see attached Schedule "A") and a Deputy Director of Emergency Management who shall carry out the duties and responsibilities required of the Director of Emergency Management in that person's absence;
 - d) ensure that emergency plans and programs are prepared to address potential emergencies or disasters in the Town;
 - e) approve the Town of Claresholm's emergency plans and programs; and
 - f) review the status of the Municipal Emergency Plan and related plans and programs at least once a year.
- 3.4 Council may:
- a) by Bylaw, borrow, levy, appropriate and expend, without the consent of the electors, all sums required for the operation of the Municipal Emergency Management Agency; and
 - b) enter into agreements with and make payments or grants, or both, to persons or organizations for the provision of services in the development or implementation of emergency plans or programs, including mutual aid plans and programs according to the provisions of the Municipal Government Act.
- 3.5 The Emergency Advisory Committee shall:
- a) review the Municipal Emergency Management Plan and related plans and programs on a regular basis;
 - b) advise Council, duly assembled, on the status of the Municipal Emergency Plan and related plans and programs at least once a year; and
 - c) recommend to Council any change to the Municipal Emergency Plan if appropriate.
- 3.6 The Municipal Emergency Management Agency shall be comprised of those people or positions as outlined in Schedule "A" hereto or their designates.
- 3.7 The Director of Emergency Management shall:
- a) prepare and coordinate the Municipal Emergency Plan and related plans and programs for the Town of Claresholm;
 - b) act as Director of Emergency Management or ensure that someone is designated under the Municipal Emergency Plan to so act on behalf of the Municipal Emergency Management Agency;
 - c) coordinate all emergency services and other resources used in an emergency;
 - d) ensure that someone is designated to discharge the responsibilities specified in 3.7(a)(b) and (c).

SECTION 4 STATE OF LOCAL EMERGENCY

- 4.1 The power to declare or renew a state of local emergency under the Act, the powers specified in Section 4.2 of this Bylaw, and the requirement specified in Section 4.5 of this Bylaw are hereby delegated to the Mayor or Deputy Mayor, or two Councillors acting jointly.
- 4.2 When a state of local emergency is declared, the person or persons making the declaration shall:
- a) ensure that the declaration identifies the nature of the emergency;
 - b) cause the details of the declaration to be published immediately by such means of communication considered most likely to notify the population of the Town; and
 - c) forward a copy of the declaration to the Minister forthwith.
- 4.3 Subject to Section 4.5, when a state of local emergency is declared, the person or persons making the declaration may:
- a) cause the Municipal Emergency Plan or any related plans or programs to be put into operation;
 - b) acquire or utilize any real or personal property considered necessary to prevent, combat or alleviate the effects of an emergency or disaster;
 - c) authorize or require any qualified person to render aid of a type he or she is qualified to provide;
 - d) control or prohibit travel to or from any area of Town;
 - e) provide for the restoration of essential facilities and the distribution of essential supplies;

- f) cause the evacuation of persons and the removal of personal property from any area of the Town that is or may be affected by a disaster and make arrangements for the adequate care and protection of those persons and personal property;
- g) authorize the entry into any building or on any land, without warrant, by any person in the course of implementing an emergency plan or program;
- h) cause the demolition or removal of any trees or structures if the demolition or removal is necessary or appropriate in order to reach the scene of a disaster or to attempt to forestall its occurrence or to combat its progress;
- i) procure or fix prices for food, clothing, fuel, equipment, medical supplies, or other essential supplies and the use of any property, services, resources or equipment within the Town for the duration of the state of emergency;
- j) authorize the conscription of person needed to meet an emergency; and
- k) authorize any persons at any time to exercise, in the operation of the Municipal Emergency Plan and related plans or programs, any power specified in paragraphs (b) through (j) in relation to any part of the Town affected by a declaration of a state of local emergency.

- 4.4 When a state of local emergency is declared:
 - a) no action lies against a local authority or a person acting under the local authority’s direction or authorization for anything done or omitted to be done in good faith while carrying out a power or duty under this Act or the regulations during a state of local emergency.

- 4.5 When, in the opinion of the person or persons declaring the state of local emergency, an emergency no longer exists in relation to which the declaration was made, they shall, by resolution, terminate the declaration.

- 4.6 A declaration of a state of local emergency is considered terminated and ceases to be of any force or effect when:
 - a) a resolution is passed under Section 4.8;
 - b) a period of seven (7) days has lapsed since it was declared, unless it is renewed by resolution;
 - c) the Lieutenant Governor in Council makes an order makes an order for a state of emergency under the Act, relating to the same area; or
 - d) the Minister cancels the state of local emergency.

- 4.7 When a declaration of a state of local emergency has been terminated, the person or persons who made the declaration shall cause the details of the termination to be published immediately by such means of communication considered most likely to notify the area affected.

SECTION 5 REPEAL OF PREVIOUS BYLAW

- 5.1 Bylaw No. 1537, the “Municipal Emergency Management Agency Bylaw” and any amendments thereto, are hereby repealed.

SECTION 6 PASSAGE OF BYLAW

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

Read a first time in Council this **12th** day of **September** 2011 A.D.

Read a second time in Council this day of 2011 A.D.

Read a third time in Council and finally passed in Council this day of 2011 A.D.

David Moore, Mayor

Kris Holbeck, CAO

SCHEDULE “A”

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



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

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

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

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

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

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

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

SECTION 4 STATE OF LOCAL EMERGENCY

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

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

SECTION 5 REPEAL OF PREVIOUS BYLAW

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

SECTION 6 PASSAGE OF BYLAW

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

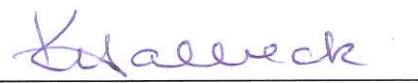
Read a first time in Council this 11th day of **January** 2010 A.D.

Read a second time in Council this 25th day of **January** 2010 A.D.

Read a third time in Council and finally passed in Council this 25th day of **January**
2010 A.D.



Rob Steel, Mayor



Kris Holbeck, CAO

A

SCHEDULE "A"

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

August 15, 2011

*Chief Administrative Officer
Town Of Claresholm
Box 1000
Claresholm, Alberta T0L 0T0*

Dear Sirs;

*Re: Request to Make a Presentation to Council
regarding snow removal on public walkways.*

During the last year some town residents(from 46th Ave West) requested information from the town administration staff as to the possibility of having, at homeowners costs, town sidewalk snow removal for residents who are away for extended periods during the winter. Staff advised that this was not possible due to limitations of staff time to do the work.

Later during early summer 2010 a small group of residents from the Skyline area (46th Ave West) again talked to town office staff regarding the possibility of making a short verbal presentation to Council to focus some of the pros and cons of this issue. At least a few of the residents of 46th Ave. West are prepared to make some comments on the topic and are hopeful that council would consider taking perhaps ½ hour at a regular council meeting to hear the case. If possible we would like to do this at the first council meeting in September or the first meeting in October.

Yours very truly,

*Gordon Dunn 403 625 1504
Lois Dunn
Douglas Eves 403 625 5352
Evelyn Eves*

Karine Wilhauk

From: Curt Hanselmann <curt.hanselmann@yahoo.ca>
Sent: Thursday, September 22, 2011 2:46 PM
To: Karine Wilhauk
Subject: Request for facility use

To: Town Council, Town of Claresholm

From: Curt Hanselmann, on behalf of CLARESHOLM FUSION CHRISTIAN YOUTH GROUP

We would like to request use of a portion of the downtown parking lot on **Friday, Sept. 30/2011**, for the purpose of a fundraising BBQ. Tentative plans include

- menu to include burgers, hot dogs and various accompaniments such as chips, nachos and salsa, coleslaw and cookies, as well as soft drinks and water
- pricing will be reasonable, with meals in the \$4 - \$6 range
- we would require a small prep and serving area, as well as seating for approximately 50 - 60 people, if possible. Depending on weather we may erect a 10' X 10' canopy
- an area close to 50 Ave would be ideal
- hours would be from approximately 10:30 AM - 2:30 PM, with serving times approximately 11:30 - 2:00
- proceeds to be used to fund ongoing programming and other youth group expenses.

If, for whatever reason the downtown lot is not available, we would be amenable to an alternate location in or near the downtown core.

If you require further info, I can be reached by e-mail or phone.

Thank you for your support and contributions to the youth of Claresholm!!

About CLARESHOLM FUSION CHRISTIAN YOUTH GROUP...

FUSION YOUTH brings together the youth ministry efforts of all Christian churches in Claresholm and surrounding area that wish to participate and we welcome all youth who want to come. We aim to encourage youth in God's love, bring them together in fellowship and provide a positive, healthy environment for youth Grades 7 to 12 to come together and share in faith, fun, and freedom. Participants are encouraged, but not required, to belong to or attend any Church, and no profession of faith or belief is required.

All the Best!!

Curt Hanselmann - Claresholm, AB

curt.hanselmann@yahoo.ca

Cell - 403-850-7201

Home - 403-625-5562

Fax - 403-625-4319

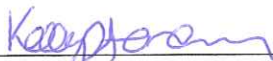
Claresholm Volunteer Fire Department
Claresholm, Alberta

September 12, 2011

Dear Council Members,

The members of the Claresholm Volunteer Fire Department are requesting permission from the Members of Council to obtain a Liquor License for the Fire Hall for the Date of October 29, 2011. We would like to plan a party for the members and their partners on that date. We feel it is important to occasionally have these kinds of gatherings to help with Team Building with our Fire Fighters. We will be having a volunteer group of Fire Fighters that will be designated "on duty" and therefore there will be a crew of responsible responders available in the case of an emergency. Should the emergency become more then we can handle we have asked that the Stavely and Granum Fire Departments be on standby to help out. We Thank You in advance for your consideration to our request.

Sincerely,



Kelly Starling – Fire Chief

Karine Wilhauk

From: Kristein Johnson <claresholmfcss@shaw.ca>
Sent: Friday, September 23, 2011 1:43 PM
To: Karine Wilhauk
Subject: Council meeting

Hi Karine,

Here is a summary of our latest project. I am again looking for a letter of support from the Town.

Homeless Partnering Strategy Grant – due September 30th, 2011

Our project will be focusing on an area including Claresholm, Stavely, Granum and surrounding area. This will encompass a population of approximately 5000 people. The “I Choose” program will be focusing on helping individuals and families who are currently dealing with homelessness, or are at risk of homelessness make better choices in life by providing the immediate necessities, and putting a personal plan in place to focus on the causes of their situation. Immediate needs include shelter and food. The belief is that initiating this project, and partnering with community-based agencies to reach out to individuals and families who find themselves homeless or close to homelessness, success will be greater. .

This project will begin with an intensive intake with the client to determine eligibility. Eligibility will be based on the client exhausting all other options, and screening to ensure that manipulation and triangulation is not a factor. Once this is determined, a onetime payment will be issued to the landlord, grocery store, or utility company. This onetime payment will be based on the client’s Individual program plan. This project is client-centered, and will be working with the clients’ strength and in the context of each client’s unique situation. The project will be connecting people who are homeless or at-risk of homelessness to housing, income assistance, and community-based support services and programming through FCSS within the district.

Claresholm and District currently deals with a high volume of low-income individuals and families. The struggles within the population that FCSS deals with begin with fears associated to financial concerns. The homeless individuals that have been seen, are finding themselves couch surfing, spending all their funds on hotels, and living with other families. The bulk of the rest of the individuals and families seen, are struggling to maintain the housing they are in. FCSS will refer to Alberta Employment and Immigration if eviction or disconnection is a threat, however this does not always solve the issues, and clients may not be eligible. Clients will exhaust all means of financial help, and “over-use” the systems, causing all options to eventually run out. The clients in these situations need to work on the causes of their homelessness, or at-risk of homelessness. This is where the project will be focusing.

Currently in our area, Claresholm has a Housing Authority office, with has 20 Family units. This is the only service dealing with low-income rent. As a result, families and individuals struggle with finding rent that they can handle, this causes constant crisis. Without the skills and help dealing with other issues, this continues to be the pattern in their lives.

FCSS will also be working towards a community needs assessment to address areas of focus for future programming in the community. This project will assist in planning for the upcoming year in areas such as community programs as well as individual and group programming. A Community needs assessment will lead FCSS and our district in a positive direction.

Kristein Johnson, Director
Claresholm & District FCSS
Box 1297, 107 - 50 Ave. W.
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claresholmfcss@shaw.ca
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**TOWN OF CLARESHOLM
ADMINISTRATION**

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



MEMO

To: Council
From: Administration
Date: September 26th, 2011
Re: Parking Concerns on 8th Street West

PARKING CONCERNS:

Administration and several Elected Officials have received complaints from members of the public regarding the dangerous situation created when vehicles are parked on both sides of 8th Street West. The concern is that the width of the paved portion of the roadway is too narrow for vehicles to pass when there are vehicles parked on both sides of the street. However, this scenario doesn't occur very often. Therefore, Administration is looking for direction from Council on this matter.

Regards,

Town of Claresholm Administration

**TOWN OF CLARESHOLM
REGULATORY & PROPERTY
SERVICES**

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



MEMO

To: Council
From: Jeff Gibeau, Manager of Regulatory & Property Services Department
Date: September 26th, 2011
Re: Intermunicipal Development Plan
with the Municipal District of Willow Creek No.26

INTERMUNICIPAL DEVELOPMENT PLAN (IMDP):

Section 631 of the Municipal Government Act specifies that two or more councils may, by each passing a bylaw in accordance with this part or in accordance with sections 12 and 692, adopt an intermunicipal development plan to include those areas of land lying within the boundaries of the municipalities as they consider necessary. The Municipal Government Act also indicates that an intermunicipal development plan may provide for the future land use within the area, the manner of and the proposals for future development in the area, and any other matter relating to the physical, social or economic development of the area that the councils consider necessary. The Act further specifies that an intermunicipal development plan must include a procedure to be used to resolve, or attempt to resolve, any conflict between the municipalities that have adopted the plan, a procedure to be used by one or more municipalities to amend or repeal the plan, and provisions relating to the administration of the plan.

BACKGROUND:

During discussions with the Municipal District of Willow Creek on September 19th, 2011 at that Joint Economic Development Initiative (JEDI) meeting, parties from the Town and the MD indicated that an Intermunicipal Development Plan should be prepared between the two municipalities. The Town's own Municipal Development Plan (MDP) Bylaw No.1551 promotes cooperation with rural neighbours. The MDP encourages the municipalities to work cooperatively on a comprehensive Intermunicipal Development Plan to further integrate intermunicipal planning between both parties and to ensure both municipalities are able to assure the other an efficient and compatible pattern of growth as defined by, and supported by Council.

RECOMMENDATION:

The Regulatory & Property Services Department recommends that Council direct staff to contact the Municipal District of Willow Creek and the Oldman River Regional Services Commission to begin the Intermunicipal Development Planning process

Regards,

Jeff Gibeau
Manager of Regulatory & Property Services



townofclaresholm.com

Phone: (403) 625-3381

Fax: (403) 625-3869

LEASE AGREEMENT

TOWN OF CLARESHOLM

TO

CLARESHOLM ANIMAL RESCUE SOCIETY

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 1st 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 – 3rd 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: _____

INFORMATION ITEMS

Arena User's Meeting
August 24, 2011

7:00 PM

Council chambers

Attendance:

Kris J. Cope	Arena	starfan17@hotmail.com	625-3446 625-4827
Daryl Sutter	Town	dsutter@telusplanet.net	625-0183
Rod Kettles	Minor Hockey Old Timer's	kettles@telus.net	625-3378
Donna Moses	Figure skating	skate.claresholm@canada.com	625-4331
Matt Mitchell	Claresholm Minor Hockey	braekeen@telus.net	625-4052
Fred Lozeman	Claresholm Red Dogs	flozeman@telusplanet.net	625-6391
Barbara Uhl	Farmer's Market	b-uhl@telusplanet.net	625-2298
Lyle Franz	Claresholm Minor Lacrosse	claresholmlax@mail.com	625-4102

REGRETS:

Brad Burns	Cougars	burnsie@telusplanet.net	625-4330
Amanda Zimmer	Figure Skating	zimmerca@telus.net	625-1599
JoAnna Sutter	Figure Skating		
Paul Bakker	Minor Hockey	pjbakker@telus.net	625-6307

Call to Order: 7:07 PM

Van Dance – No correspondence to date, so will leave as is until further notice. (To have the mezzanine Tues and Thurs from 4:00 PM)

Farmer's Market:

- Sept 14 Wednesday last day of Farmer Market
- Will be utilizing the parking lot for a week or two afterwards

Storm:

- Daryl in contact with Todd Heggie of the STORM, who has distributed lottery money as per casino conditions to service groups and local associations. E.g., lacrosse, hockey baseball etc.

Red Dogs: Fred Lozeman

- Would like to change times to Wed at 8:45

Cougars:

- No representative no changes

Old Timers – Rod Kettles

- Everything is Ok, same ice time on Sundays 8:00 pm

Minor Hockey: Matt Mitchell & Rod Kettles

- 3 tourneys planned – (Initiation, Pee Wee, Midgets) dates to be determined
 - o Nov
 - o Jan
 - o Feb
- Still to have their organizational meeting
- **Dressing Rm 5 – to be used for Minor Hockey and Figure Skating as needed**
- Registration to take place twice – once at the rink (August 31) and the other at the town resource fair (Sept. 8th from 7 – 8:30)
- Ref. Clinic – Oct 22nd & 23rd – only need one hour of ice time – rest is upstairs in the mezzanine!

Figure Skating: Donna Moses

- times – Monday full hour 6:10 – 7:10 PM
 - o Tuesday 7:00 – 8:00 AM, (As Needed)
 - o Wed 4:00– 8:30 PM,
 - o Fri. 3:00 – 6:15 PM
 - o Sun. 4:00 – 6:00 PM
- Special Events –
 - o Sunday January 20, 21, 22 Club Competition,
 - o Sunday Test Day 9:00 AM – 9:00 PM still to be determined
 - o Saturday March 17 Carnival 1:00 – 9:30 PM
- Various times in Dec, Feb on No School days and Stat Holidays will be used
- **NEW – ALL skaters up to stage 5 of CANSKATE MUST WEAR HELMETS WHILE ON ICE!**
- **LAST DAY REQUIRED Sunday MARCH 28, 2011 (REGIONAL TEST DAY)**
- Registration to take place twice, at the arena and the town resource fair, same times as the minor hockey

Claresholm Minor Lacrosse – Lyle Franz

- They have doubled their numbers and now have two teams – Pee wee and bantam
- Their season ran from April 2 – July 28
- Very much appreciated assistance of rink attendants during the leaky roof situations
- Are requesting a bulletin board to display their material on and off of their season

Rink: Kris:

- Begin to make ice Sept 16 through the 19th ready
- **Dedicated Public Skating time – this went over very well, a lot of participants – recommend keeping Friday 6:30 to 7:45 PM,**
- **HELMETS MUST BE WORN FOR ALL SHINNEY HOCKEY – signs to be posted, zero tolerance – if non-compliance OR parent complaints to be directed to Town Superintendent and CAO**

- Ice will be coming out March 28th Wednesday

Town Report: Daryl

- Next large project is approximately three years in the making – the pipes under the slab are due to be replaced and because this is a large scale retrofit will require planned funding, financing, timing and scheduling– included in this would be a laying of a new slab of concrete and replacing the existing board! Fortunately, there have NOT been any major leaks in these pipes!
 - o It was requested that while this project is being undertaken – that the North West corner be changed in to a refereeing change room with entrance onto the ice (to eliminate officials passing through crowds and players) and that the old ref room become a dedicated girl's change room!
- Public washrooms have been upgraded

Other:

- Suggestions from minor hockey;
 - o To replace the concession south person door with a solid steel door instead of the clear half plastic door – even though it is virtually impossible to break, the fact remains that people can see into the back storage area and are then tempted to try and enter – a full steel door would prevent these “temptations”
 - o Secondly that if minor hockey could consider using the “old thunder” office a main minor hockey office – would require some framing to put in a person door
 - o That framed pictures of past hockey people and teams be placed strategically around the arena – placement to be determined
 - o That with the planned improvements to the arena that the town/minor hockey/figure skating look at installing a new sound system

NEXT MEETING: SPRING March 28, 2012 @ COUNCIL CHAMBERS at 7:00 PM

Claresholm Chamber of Commerce Society
Meeting Minutes
SEPTEMBER 20, 2011

Meeting location: Claresholm Golf Course

Attendance: Russell Sawatzky (President), Roxanne Thompson (Director), Sue Gour (Treasurer), Linda Petryshen (Director), Marilyn Curry, (Director), Don Leonard, Tony Walker, Iqbal Nurmohamed, Doug Bowman (Website), Betty Fieguth (Town of Claresholm Rep), Rob Vogt, George Douros, Mike McAlonan (Cottonwood Village), Debbie Lane (Gov't of Alberta Career & Employment Consultant), Sherree Drover, Mike Young (Emercor), Catherine Abel (Mural committee), Nancy McCance, (Secretary) (18)

Call meeting to order: Russell Sawatzky, President

Approval of Agenda with addition: moved by Linda Petryshen

Approval of June minutes: Mike McAlonan, 2nded by Marilyn Curry

Committee Reports:

Financial Report /Memberships: Sue Gour: see attached – 104 memberships, 103 paid (1 free-scarecrow contest 2010.) Website memberships up this year to 14. Bank balance \$17,580.30 as of this report.

Mexican Fiesta: Roxanne Thompson: A bar-b-q was held last Fri to sell extra food from Mexican Fiesta. \$877 profit. Amundsen Park was a great location and we want to have the Fiesta there again next year.

Town Report: Betty Fieguth: Paving at downtown parking lot is done. 50th is done. 8th street project: another 6 weeks or so before this will be completed.

MD Report: Glen Alm not in attendance

Flower pot program: Roxanne: Hailed twice. Baskets are too small. Bigger baskets were better. These baskets are hydroponic but are quite a bit smaller than before.

Sue suggested that large ground level planters might be a better alternative—easier to water and they can be bigger. Meridian planters, but not on the highway.

Mural Project: 2 artists have backed out. Pam Copeland was the only artist left. Catherine Abel, a local artist who has recently moved to Claresholm, is going to work with Pam. They are still trying to estimate the cost to do this project on panels instead of

directly on the building. Doug Bowman has offered to be part of this committee.

Sue: Signage suggested coming in to Claresholm: “Welcome to Claresholm/Claresholm Chamber” This could tie in with the UFA/Jason Hemmaway's suggestion to have an open acknowledgement of the Chamber Membership.

Wi Fi project: Russell could not attend the last EDC meeting and he will discuss this at the Oct meeting. The least costly alternative would be a repeater antenna. Free Wi-Fi was installed at the museum and it has been a very popular attraction over the summer with tourists. The wireless router worked fine. Don Leonard advised that the Wi Fi connection will be needed at the Community Centre for the Trade Fair. Russell will make sure that is available for the next trade fair. Doug Bowman volunteered to help with this.

Website Committee: Doug Bowman is the new web designer. The site brought up to date. It is functional as is. Doug suggests that businesses with web pages be more prominently displayed as they have paid extra for this advertising. Doug is working to keep the website current. Please contact him if you have any suggestions or notice any errors or omissions.

Claresholm Chamber of Commerce Scarecrow Contest: Iqbal Nurohamed reported there were 10 entries. 1st—Linderman Law Office.

Iqbal suggests that better marketing is needed for next year as entries were down from 2010. It was a fun contest and the entries were well done.

Roxanne suggests that the Chamber be more involved in this contest in future. Roxanne's motion is for the Chamber to sponsor a couple of scarecrows to be displayed in the Ringrose Park - \$200 budget for 2012. Linda Petryshen 2nded the motion. Carried.

Claresholm Parade Committee: Iqbal observed the parade and judged a small section. Iqbal thought it would be nice to have more bands. Don: Leonard reported that the reason there were few bands is that they charge a fee and maybe more bands could be booked for next year. Suggestions: start looking for bookings now. Be willing to pay for bands to participate. Town budget of \$10,000 may have prevented paying for bands to participate.

Roxanne suggested that in future the committee concentrate on one day of events that are done very well, instead of spread over 2-3 days. Maybe more emphasis could be put on the car show as it brings a lot of people to town. Of course the other focus of Fair Days is the bench show. The Chamber still has to formally decide if they will take over

Fair Days/the parade. The plan is to invite town delegation (Kris Holbeck?) to come and make a presentation to the Chamber so that we can ask questions before committing to this project. Iqbal thought there might be a manual. Betty Fieguth was asked to follow up with the Town on both items.

New Business:

New executive needed for 2012-any nominations? The positions of: President, Vice President, Secretary and Treasurer all need to be filled for next year. Please contact a member of the executive with your nominations. The new executive will be elected at the Annual General Meeting in January 2012.

Dark Skies: Doug Bowman will keep us up to date with this idea.

Downtown Farmer's Market Proposal:

Russell reports that "Pillar to Post" inspected the proposed building. Russell has asked Doug MacPherson of Complete Carpentry to give a written estimate of the cost to bring building up to standard. Projected income: 30 booths x \$200 month = \$6000/month or \$72,000/year. There is the potential to pay off the loan amount in the 1st year and then profit for the Chamber thereafter. Hopefully we will have the estimate for next meeting so that it can be discussed further.

Correspondence: Russell

Community Wide Fitness Challenge 2011 Team Info – FCSS dropped this off.

Registration is Sep 24, 1-3 at the Fire Hall. This is a 6 week fitness challenge for teams of 4 and is open to everyone. 150 hours of moderate to strenuous exercise per team is the challenge. Cost: \$40/team . Teams earn points with activities. Russell at The Co-operators has registration forms. The Chamber will enter a team: Iqbal, Sue & Betty will form a team.

Moved to adjourn: Betty Fieguth

Next meeting: Tuesday, October 18, 2011 – noon – Claresholm Golf Club

Newsletter

September

2011

West Meadow Elementary School

5613 – 8th St. W.
Box 130
Claresholm, AB
T0L 0T0

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

Office contacts:

Bev McLeod
Elaine Clay

The Claresholm school
community works to
develop literate, life-long
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- ♦ *Creative and critical thinkers*
- ♦ *Responsible and self-directed*
- ♦ *Ethical and involved citizens*
- ♦ *Able to adapt to change*
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- ♦ *Effective communicators*

While achieving the
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outcomes.



Claresholm Schools
CREATE Success!



Visit us online at

www.lrsd.ab.ca/school/westmeadow

Principal

Mrs. Kathy Charchun

Assistant Principal

Mrs. Dana Burrows

A Message from the Principal:

On behalf of the staff of WMES I would like to welcome new and returning students. I would also like to welcome our returning staff as well as new members: Mrs. Burrows; Assistant Principal, Mrs. Norgard; Learning Support, Ms. O'Neill; Grade 3, and Mrs. Rosendal; Child & Youth Care Worker.

We welcome the Grade 7 students and their teachers Mrs. Merry Franz, Mrs. Elaine Watt and Mr. Randy Bohnet as well as their assistant Mrs. Jennifer Mackin. We look forward to sharing our space with them!

We are very excited about our new snow hills. It will certainly make recesses more fun when the snow flies! ☺ A great big thank you to everyone who organized and worked on the hills! What an incredible group of volunteers!

As a new administrative team, Dana and I welcome each and everyone to stop by and introduce yourself. We look forward to working with all children and their families.

We wish you the very best for the new school year and aim to continue to ensure the best possible learning experience for all.

Sincerely,

Mrs. Kathy Charchun
Principal

Again this year we will be emailing our monthly newsletters, starting in October. Please provide your child's teacher with your current e-mail address. Please contact our school office if you wish to receive paper copies.

When all construction on 8th Street has ended – Please, Please, Please do not use the North Staff Parking Lot for student drop off or after school pick up. We wish to create a safe environment for staff and those children walking to and from the after school care facility.



Birth Certificates

Alberta Education requires that a birth certificate be on file for each student registered in school. If you have not provided a birth certificate for your child already – please send a copy to the office as soon as possible.

Did you know that two missing Alberta children have been returned to their families as a result of this program? – Huh!

It's Over...

Our school will no longer be on Facebook or Twitter. Please refer to our website for News, Announcements and postings.

We apologize for the inconvenience...

Safety Patrol supervision begins at 8:15 each morning. Please ensure that your children do not arrive before then so we can safely get them across the street



Safety Patrol

With students needing to cross 8th Street to access busses, we will again have a Safety Patrol. This will be made up of interested Grade 5 students and some Grade 6 students acting as captains.



Recycling Group

Our environmentally conscious Grade 4 students will be running a recycling program again this year. Mrs. Orsten & Mr. Mackin lead the group and we thank them for their dedication to the environment and our school.

School fees are due by September 30. Please contact the office for payment or arrangements.

Kindergarten

- \$25 - Supplies fee

Grades 1-6

- \$40 – LRSD Classroom Materials
- \$10 – LRSD Technology Fee
- \$40 - Supplies fee



As determined by School Council last year, supplies fees will need to be paid prior to families taking part in the hot lunch program.

School Council

Please watch for the date of the first School Council Meeting of the year. New members are always welcome!

Breakfast Program begins September 12, 2011. Once again Mrs. Deb Bronson will be coordinating this program. Items will be served outside on the Playground side of the school.

Lunch Program begins in October. Please watch for more information.

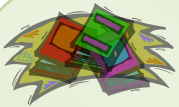
How Can We Say Thanks???

Iron Rock Products
Jason Hemmaway
Todd Heggie
Gerald Vandervalk
Complete Carpentry
M. D. of Willow Creek
Viterra
Mike Mahaffy & Staff
Troy and Tara VanDellen
Committee Members

Our Hills are looking spectacular!
It wouldn't have been possible without you!



We Love it – Thank You – It's wonderful –Gracias --Merci



Magazine Fundraising Campaign

West Meadow Elementary will be engaging in magazine sales once again, with all funds raised going to support Fundraising Society activities in our school. The campaign will kick off on Wednesday, September 28. This year, the focus is not on individual sales but rather whole school sales. The more we raise, the more funds come back to our Fundraising Society!

Please ensure that students are not going door to door. Focus on neighbors, friends and families.



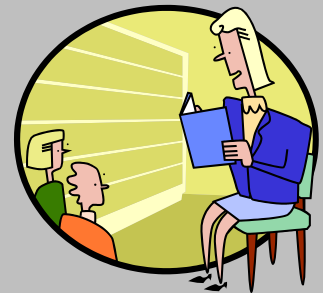
Volunteers Welcome

We encourage and welcome all volunteers in the school. Please don't forget to get your criminal record check on file. Forms can be picked up in the office! Record checks can take up to 3 weeks for the Police to process.

Library News:

Students are encouraged to come to the Library to exchange books before and after school and at recesses.

If you can't decide on a good book ask our Librarian – Mrs. Thompson for suggestions. She can point you in the right direction.



Bell Schedule:



School Starts: 8:35
Morning Recess 9:55 - 10:10
Noon Recess 11:50 - 12:10
Lunch 12:10 - 12:30
Afternoon Recess 2:10 - 2:25
Dismissal Bell 3:30 M-Th
Friday Dismissal 1:15

Please wait in the common area for your child to avoid additional congestion in the hallways.

September



Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5 Labour Day Holiday	6 Kindergarten Orientation 6:30	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22 WMES Staff Planning Day	23 LRSD Staff Planning Day	24
25	26	27	28 Terry Fox Run Assembly 2:20 Magazine Sales Start	29	30	

Happy Birthday To:

Mike B
Riata W
Teslin L
James P
John-Henry F
Tionna D
Helena P

Cole M
Ronald B
Madi M
Nicholas S
Logan H
Amber N
Aidian W

Anastasia S
Owen V
Josh T
Braden M
Malcolm C
Lauren W
Jack B

Lucas D
Jordyn W
Brock W
Brooklyn L
Selena A
Austin F
Ethan H

Wyatt R
Russell L
Liam M



We hope your birthdays are great!!!

West Meadow Elementary School

September 16, 2011

Update



3 Way Conferences

October 5 & 6

4:00 – 7:00

Contact the school office to make your appointment.



This is your opportunity to share in your child's education. We look forward to meeting with all students and parents.

TOONIES FOR TERRY

WMES will have a Terry Fox assembly and run on Wed. Sept. 28 at 10:30 to talk about the Terry Fox Foundation.

As Students are learning the value of supporting a charity they are encouraged to bring a Toonie for Terry!
Everyone is welcome to attend!

Bell Schedule

8:25 Warning Bell
8:32 Announcements
8:35 Period 1
9:15 Period 2
9:55 Recess
10:10 Period 3
10:50 Period 4
11:30 Literacy Block
11:50 Recess
12:10 Lunch
12:30 Period 5
1:10 Period 6
1:40 Period 7
2:10 Recess
2:25 Period 8
2:55 Period 9
3:30 Dismissal



Library News - -

Book Fair



Thursday,
Sept 29 to
Friday, Oct
7.

Students will have times during the day to visit the fair, and Parents may come after school until 4:00 (1:30 on Fridays). The book fair will also be open during 3-Way Conferences -- Come out and support our school.

Hot Lunch and Milk Program

Volunteers are needed to support this program. If you can help out even once or twice please contact Janet at: 403-468-0042 or janpato@shaw.ca or leave your name at the school office. Sign up with a friend and have some fun.



Program is scheduled to begin October 3, 2011

Forms will be going home this week and are due back by the 21st.



THANK YOU JULIA!



Grade 1 to 6 students had the opportunity to try NIA in PE classes. Fun was had by all! If your child would like to join an after-school program, please contact Julia at 403-625-3452, email at nia_julia@hotmail.com

Last day to submit supply slips from the FCSS Backpack Program is September 30, 2011.

Due to the large number of unclaimed clothing articles, please put your child's name on the tag in all coats, snow pants, hoodies.

Please remember to put an extra change of clothing in your child's backpack also. - Accidents happen.



Local Author and Teacher **Mr. Dave Armstrong** - will be performing a book reading, on Tuesday, September 20 at 7:00. There will also be activities for the kids and for those wishing to they can purchase the book for \$12.00

Calling all Parents, Guardians, Step-Parents and others interested ... Please attend... We need your input...

School Council Meets
Wednesday - Sept. 21 - 6:30.



Fundraising meeting on Tuesday Sept. 27 - 6:30

NO SCHOOL FOR STUDENTS
September 22 & 23

Magazine Campaign kick-off will be September 28.

5613 - 8th St. W.

Box 130

Claresholm, AB

TOL 0T0

Ph: (403) 625-4464

Fax: (403) 625-4283

Principal

Mrs. Kathy Charchun

Assistant Principal

Mrs. Dana Burrows

Office Assistant

Mrs. Bev McLeod

Mrs. Elaine Clay

The Claresholm school community works to develop literate, life-long learners who are:

- ♦ *Creative and critical thinkers*
- ♦ *Responsible and self-directed*
- ♦ *Ethical and involved citizens*
- ♦ *Able to adapt to change*
- ♦ *Team-oriented*
- ♦ *Effective communicators*

While achieving the provincially defined outcomes.



West Meadow
Elementary School

Claresholm Schools
CREATE Success!

WCCHS Council Minutes

September 15, 2011

7 pm

In Attendance: Kelly Hall, Darryl Seguin, Jason Toone, Ruth Lindquist, Carmelle Steel, Kathy Anderson, Heather Moore, Lori Morrison, Sandra Lindsell, Louise Nelson, Stacey Seguin, Bev McNutt, Marva-Jean St. Onge, Randy Bohnet.

Approval of Minutes: Jason approved. Carmelle seconded

Approval of Agenda: Sandra approved. Kathy seconded.

1. Introduction of New Staff: Darryl spoke about the new teachers on staff. Rob Charchun, Jamie Bebek, and Jaye Swanson. Rob is teaching some Jr High and High School courses, Jamie is a journeyman mechanic and Jaye, a journeyman carpenter will join WCCHS next semester to teach woods/drafting. Our foods teacher Konny Nelle, and our welding teacher, Stephen Giddings are journeymen as well. This enables our students to get their first year apprenticeship from the High School.

2. School Demographics: The projected attendance in the spring was 414 and as of this week there are 432 registered!

As of Sept 15:	Grade 7	51 students
	Grade 8	66 students
	Grade 9	59 students
	Grade 10	76 students
	Grade 11	70 students
	Grade 12	110 students

Right now the grade 8s are in two classes. This is being monitored with regards to numbers.

3. School Goals:

1. Increased School Spirit: Student council will be surveying students to find interests and needs and proceed from there.

2. Increased parental communication and engagement: Kelly will speak more during her piece. Carmelle will continue the newsletter. Also, Darryl has been approached by a newsletter that extends from Nanton to Fernie. He will look into that more. A radio station from Crowsnest wants information regarding sports games. (92.7 FM in Claresholm). The WCCHS website is continually being updated. Teachers are being encouraged to increase communication to home.

3. Teachers will align their course outlines and practices with Admin. Procedure 360 Assessment and Reporting: Darryl passed around a handout that outlines the procedure.

4. Sports: (Randy)

Football: Lots of students involved. The developmental football program under the High school team have been well prepared by their coaches and it is appreciated.

Volleyball: Jamie Bebek and Gavin Moore are coaching the boys JV and SR team together. It is great to see some boys out who have never played. There are some problems trying to recruit Jr High volleyball boys. Also, coaches.

There were about 30 girls out to start and the coach had to do some cuts down to about 19. There are three Jr High teams (gr.7, gr. 8, and gr. 9). The goal of the grade 9s is to host provincials when they are in grade 11.

Cross Country Running: There were 3 third place finishes this weekend.

Golf Team: Qualified for Provincials in Sherwood Park. They came in second in their zone. Malik Salman is coaching.

Mr. Todd Lybbert is the athletic director this year. He is working on gym schedules for practice times. Maclean Hall (at the Care Centre) is not always available in the evenings. This might result in later practice times.

5. Pinnacle: Darryl reported that Pinnacle is a grading and reporting system designed to increase communication between parents, teachers, and students. There is a parent viewer piece so you can see your child's marks. The teachers are trying to put more curricular outcomes on Pinnacle this year. The parent password from last year still works but if you need a new one, please contact the office. The Pinnacle website can be accessed from the WCCHS website or the LRSD website.

6. Trustee Report: Kelly Hall reports that they had a board meeting on Tuesday. They have been working on proper funding for some of the Native Reserves in LRSD. It has finally come through with plenty of communication between the parties involved. She reported the Technology update. There has been plenty of Evergreening (replacing old computers with new) at F. P. Walshe, WCCHS, J.T. Foster and G.R. Davis. Also, cabling upgrades at various schools. They have installed 25 new smart boards around the division. The board is currently working on a new Admin procedure that will allow students and staff to bring in their own technological devices. (DIGITAL CITIZENSHIP). Safety of students and staff must be considered as well as whether the current technology in the schools can "handle" it.

Crossroads is a program that currently has 180 students enrolled in 20 different courses. Richard Brown is hired (0.5) to assist these students across the division.

WCCHS modernization updates are given bi-monthly. The tender is out for the asbestos removal and a different tender out for the Modernization. The tender for the general contract for modernization closes around mid October. Hopefully, modernization will start in early November.

LRSD enrollment is up higher than anticipated: 3450 projected and 3605 actual. So, some staff is being hired back.

Jamie Vollmer came for a speaking engagement on August 29th. The board is going to get school communities to engage with their communities. Kelly has given Ruth extra articles from Jamie Vollmer and extra copies of his book: Schools Can't Do it Alone.

The board is working on finishing up their current 3 year plan and getting ready to start another 3 year plan.

7. Elections:

WCCHS doesn't seem to have any current, written by-laws for school council. That will be one priority in the coming year. He thanked Marva-Jean for her time as Chairperson and Ruth for her secretarial duties.

Chair: Lori nominated Ruth, Randy seconded. Ruth accepted. Unanimous vote in favor.

Vice-Chair: Carmelle nominated Marva-Jean, Lori seconded. Marva-Jean accepted. Unanimous vote in favor.

Secretary: It was decided that the secretary could be picked next meeting on a volunteer basis. Randy volunteered to take minutes until a secretary has been established.

8. Modernization: Darryl reported that there will be an update on the website every two weeks. The portables for grade 8 and 9 students will be ready Sept 19. There are various programs being held at the following buildings: former Quills restaurant, GM Dealership building, and Maclean Hall. The grade 7s are being housed at West Meadow Elementary school. Currently, there is a bus at the school's disposal all day. Konny Nelle (foods teacher) has been bringing food over from Quill's every day to sell at lunch time.

Bev would like parents to acknowledge the hard work done by Central office for getting all facilities up and running.

Meeting adjourned at 8:05 pm

People who were interested went on a tour of the portables on the North end of the building. There are lockers, a carpeted hallway and four portables. They will be ready to move into on Monday, Sept. 19th. Darryl mentioned that perhaps if time allows, next meeting we may tour some of the other sites (Quill's former restaurant and GM dealership).

Next meeting: Oct. 20, 2011. (We are second, so around 8 pm)

Minutes respectfully submitted by: Ruth Lindquist