



TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
APRIL 8, 2013
AGENDA

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

CALL TO ORDER

AGENDA: ADOPTION OF AGENDA

MINUTES: REGULAR MEETING MINUTES MARCH 25, 2013

DELEGATIONS:

1. KELLY STARLING, Fire Chief
RE: 2013 Proposed Budget and Update
2. DENISE SPENCER, Aquatic Centre Supervisor
RE: 2013 Proposed Budget and Update

ACTION ITEMS:

1. BYLAW #1583 – Fortis Franchise Agreement
RE: 2nd & 3rd Readings
2. CORRES: Porcupine Hills Classic Cruisers
RE: 21st Annual Show ‘n’ Shine
3. CORRES: Hazel Perrier, Indoor Walking Group
RE: Funding
4. BUDGET 2013: Claresholm Fire Department
5. BUDGET 2013: Claresholm Aquatic Centre
6. FINANCIAL STATEMENTS for the Year Ended December 31, 2012
7. ADOPTION OF INFORMATION ITEMS
8. IN CAMERA - DEVELOPMENT

INFORMATION ITEMS:

1. Cheque listing for Accounts Payable – March 2013
2. The Bridges at Claresholm Golf Club Board Meeting Minutes – March 21, 2013
3. ORRSC Annual Organizational Board Meeting Minutes – December 6, 2012
4. ORRSC Executive Committee Meeting Minutes – February 14, 2013
5. Alberta SouthWest Regional Alliance Board Meeting Minutes – February 6, 2013
6. Alberta SouthWest Bulletin – April 2013
7. Correspondence: Livingstone Range School Division “Collaboration with Municipal Partners”
8. Bantam D Provincial Tournament Organizing Committee Thank You

ADJOURNMENT



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING MINUTES
MARCH 25, 2013**

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

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

ABSENT: None

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

CARRIED

MINUTES: **REGULAR MEETING – MARCH 11, 2013**

Moved by Councillor Fieguth that the Regular Meeting Minutes of March 11, 2013 be accepted as presented.

CARRIED

FINANCES: **FEBRUARY 2013 BANK STATEMENT**

Moved by Councillor Van Amerongen to accept the February 2013 bank statement as presented.

CARRIED

DELEGATIONS: **TRISHA CARLETON, Claresholm Museum Executive Director**
RE: 2013 Proposed Budget and Updates

Trisha Carleton was present to speak to Council regarding the projected budget for the Museum for the 2013 year, as well as what has been happening at the Museum since she last visited with Council.

ACTION ITEMS:

1. CORRES: Willow Creek Agricultural Society
RE: 2013 General Liability Insurance

Moved by Councillor Hubka to pay the Willow Creek Agricultural Society's commercial general liability insurance, for the 2013 year only, in the amount of \$3,699.52.

CARRIED

2. BUDGET 2013: Claresholm & District Museum

Moved by Councillor MacPherson to refer the Claresholm & District Museum's 2013 proposed budget to the Town's budget.

CARRIED

3. STAFF REPORT: Surplus Transfers to Capital Reserves 2012

Moved by Councillor Fieguth to transfer the physician recruitment surplus in the amount of \$18,885.52 to general reserves.

CARRIED

Moved by Councillor Quayle to transfer the storm drainage local improvement tax in the amount of \$6,901.90 to capital reserves to repay the amount used to fund the project in 2010.

CARRIED

Moved by Councillor Van Amerongen to transfer \$5,200 from general reserves to sundry trust account for museum donations.

CARRIED

4. ADOPTION OF INFORMATION ITEMS

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

CARRIED

ADJOURNMENT: Moved by Councillor Quayle that this meeting adjourn at 7:42pm.

CARRIED

Mayor – David Moore

Chief Administrative Officer – Kris Holbeck

ACTION ITEMS



TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1583

A Bylaw of the Town of Claresholm (the "Municipality") to authorize the Mayor and the Chief Administrative Office to enter into an agreement granting FortisAlberta Inc. (the "Company") the right to provide distribution access services within the Municipality.

WHEREAS pursuant to the provisions of the *Municipal Government Act* RSA 2000 Chapter M-26 and amendments thereto (the "Act"), the Municipality desires to grant and the Company desires to obtain, an exclusive franchise to provide distribution access services within the Municipality for a period of ten (10) years subject to the right of renewal as set forth in the said agreement and in the said Act;

WHEREAS the Council of the Municipality and the Company have agreed to enter into an Electric Distribution System Franchise Agreement (the "Agreement") in the form annexed hereto;

WHEREAS it is deemed that the Agreement would be to the general benefit of the consumers within the Municipality.

NOW THEREFORE the Council of the Municipality enacts as follows:

1. That the Electric Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule "A", be and the same is hereby ratified, confirmed and approved, and the Mayor and Chief Administrative Officer are hereby authorized to enter into the Electric Distribution System Franchise Agreement for and on behalf of the Municipality, and the Chief Administrative Officer is hereby authorized to affix thereto the corporate seal of the Municipality.
2. That the Electric Distribution System Franchise Agreement annexed hereto as Schedule "A" is hereby incorporated in, and made part of, this Bylaw.
3. That the Council consents to the exercise by the Company within the Municipality of any of the powers given to the Company by the *Water, Gas and Electric Companies Act*, RSA 2000 Chapter W-4, as amended.
4. That this Bylaw shall come into force upon the Electric Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third reading and finally passed.

Read a first time in Council this 14th day of January 2013 A.D.



David Moore, Mayor



Kris Holbeck, CAO

Read a first time in Council this _____ day of _____ 2013 A.D.

David Moore, Mayor

Kris Holbeck, CAO

Read a third time in Council and finally passed this _____ day of _____ 2013 A.D.

David Moore, Mayor

Kris Holbeck, CAO

This is Schedule "A" referred to in the attached Bylaw No. 1583 of the Town of Claresholm

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN

TOWN OF CLARESHOLM

- AND -

FORTISALBERTA INC.

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ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

THIS AGREEMENT made effective the 1st day of July, 2013.

BETWEEN:

TOWN OF CLARESHOLM,
a Municipal Corporation located in the Province of Alberta
(the "Municipality")

OF THE FIRST PART

- and -

FortisAlberta Inc.,
a body corporate and public utility with its
head office in the Calgary, in the Province of Alberta
(the "Company")

OF THE SECOND PART

WHEREAS:

The Municipality desires to grant and the Company desires to obtain an exclusive franchise to provide Electric Distribution Service within the Municipal Service Area on the terms and conditions herein contained;

NOW THEREFORE:

In consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1) DEFINITIONS AND INTERPRETATION

Unless otherwise expressly provided in this Agreement, the words, phrases and expressions in this Agreement shall have the meanings attributed to them as follows:

- a) **“Commission”** means the Alberta Utilities Commission, as established under the Alberta Utilities Commission Act (Alberta);
- b) **“Company”** means the Party of the second part to this Agreement and includes its successors and assigns;
- c) **“Construct”** means constructing, reconstructing, upgrading, extending, relocating or removing any part of the existing Distribution System or proposed Distribution System;
- d) **“Consumer”** means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Electric Distribution Service by the Company pursuant to the Company’s Distribution Tariff;
- e) **“Core Services”** means all those services set forth in Schedule “A”;
- f) **“Detailed Street Light Patrol”** means a detailed street light patrol of Company-owned street lights conducted by the Company on a schedule reasonably determined by the Company from time to time, currently a seven to nine year cycle as at the date of this Agreement;
- g) **“Distribution System”** means any facilities owned by the Company which are used to provide Electric Distribution Service within the Municipal Service Area, and, without limiting the generality of the foregoing, shall include street lighting, where applicable, and poles, fixtures, luminaires, guys, hardware, insulators, wires, conductors, cables, ducts, meters, transformers, fences, vaults and connection pedestals, excluding any transmission facilities as defined in the EUA;
- h) **“Distribution Tariff”** means the Distribution Tariff prepared by the Company and approved by the Commission on an interim or final basis, as the case may be;
- i) **“Electric Distribution Service”** means electric distribution service as defined in the EUA;
- j) **“Electronic Format”** means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- k) **“EUA”** means the *Electric Utilities Act* (Alberta);

- l) **“Extra Services”** means those services set forth in Schedule “B” that are requested by the Municipality for itself or on behalf of a Consumer and provided by the Company in accordance with Article 7;
- m) **“First Subsequent Term”** means the Term of this Agreement as set out in Article 3;
- n) **“HEEA”** means the *Hydro and Electric Energy Act* (Alberta);
- o) **“Initial Term”** means the Term of this Agreement as set out in Article 2;
- p) **“Maintain”** means to maintain, keep in good repair or overhaul any part of the Distribution System;
- q) **“Major Work”** means any work to Construct or Maintain the Distribution System that costs more than One Hundred Thousand (\$100,000.00) Dollars;
- r) **“MGA”** means the *Municipal Government Act* (Alberta);
- s) **“Municipal Property”** means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- t) **“Municipal Service Area”** means the geographical area within the legal boundaries of the Municipality as altered from time to time;
- u) **“Municipality”** means the Party of the first part to this Agreement;
- v) **“Operate”** means to operate, interrupt or restore any part of the Distribution System in a safe and reliable manner;
- w) **“Party”** means any party to this Agreement and **“Parties”** means all of the parties to this Agreement;
- x) **“Plans and Specifications”** means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuing any approval that may be required under this Agreement;
- y) **“Second Subsequent Term”** means the Term of this Agreement as set out in Article 3;
- z) **“Term”** means, as the context requires, the Initial Term, First Subsequent Term or the Second Subsequent Term, and **“Terms”** means all of them;
- aa) **“Terms and Conditions”** means the terms and conditions contained within the Distribution Tariff in effect from time to time for the Company as approved by the Commission; and
- bb) **“Work”** means any work to Construct or Maintain the Distribution System.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Agreement as a whole, including any attachments hereto, as the same may from time to time be amended or supplemented and not to any subdivision contained in this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders. References to provisions of statutes, rules or regulations shall be deemed to include references to such provisions as amended, modified or re-enacted from time to time. The word "including" when used herein is not intended to be exclusive and in all cases means "including without limitation". References herein to a section, paragraph, clause, Article or provision shall refer to the appropriate Article in this Agreement. The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a part of and shall not be utilized in interpreting this Agreement.

2) TERM

This Agreement shall be for an initial term (the "Initial Term") of ten (10) years, commencing on the later of:

- a) 1ST day of July, 2013 or
- b) the first day after both of the following have occurred:
 - i) Commission approval of this Agreement; and
 - ii) the Municipality having passed third reading of the applicable adopting bylaw 1583

3) EXPIRY AND RENEWAL OF AGREEMENT

Following the expiration of the Initial Term, this Agreement shall be renewed for a further period of five (5) years (the "First Subsequent Term"), provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Initial Term of its intention to renew this Agreement and the Municipality agrees in writing to the renewal not less than six (6) months prior to the expiration of the Initial Term.

- a) During the first (1st) year following the expiration of the Initial Term all the rights and obligations of the parties under this Agreement shall continue to be in effect. Following the expiration of the First Subsequent Term, the Parties agree that this Agreement may be extended for an additional five (5) year term (the "Second Subsequent Term") commencing at the end of the First Subsequent Term, provided that one of the Parties shall provide notice to the other Party of its wish to extend this Agreement for the Second Subsequent Term and the other Party confirms, no later than one (1) year prior to the end of the First Subsequent Term, that it also wishes to extend the Term of this Agreement for the Second Subsequent Term.

- b) If the Municipality has not provided notice to the Company to exercise its right under Article 10 to require the Company to sell the Distribution System within the Municipal Service Area to the Municipality, either Party may submit any items in dispute pertaining to the entering into of a new agreement to binding arbitration before the Commission who shall determine the terms of the new agreement;
- c) Unless either Party has provided notice to the other Party of its intent to terminate or to extend this Agreement, following any expiration of any Term, the respective rights and obligations of the Parties under this Agreement shall continue to be in effect for a period of one (1) year following the expiration of the applicable Term in order to provide the Parties with a reasonable opportunity to negotiate a subsequent agreement;
- d) Commencing one (1) year following the expiration or termination of any Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph b), this Agreement shall continue to be in effect but shall be amended to provide for the following:
 - i) the franchise fee percentage used to calculate the franchise fee payable by the Company under Article 5 shall be reduced to fifty percent (50%) of the average annual franchise fee percentage used to calculate the franchise fee paid by the Company to the Municipality for the previous five (5) calendar years; and
 - ii) the costs of any relocation requested by the Municipality pursuant to Article 15 shall be paid by the Municipality.

4) GRANT OF FRANCHISE

- a) Subject to subparagraph b) below, and to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area:
 - i) to provide Electric Distribution Service;
 - ii) to Construct, Operate, and Maintain the electric distribution system, as defined in the EUA, within the Municipal Service Area; and
 - iii) to use designated portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality necessary to provide Electric Distribution Service or to Construct, Operate and Maintain the Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof.

This grant shall not preclude the Municipality from providing wire services to municipally owned facilities where standalone generation is provided on site or immediately adjacent sites excepting road allowances. Such services are to be

provided by the Municipality directly and not by any other third party wire services provider.

Subject to Article 12 of this Agreement, in the event that a third party (including a Rural Electrification Association (REA)) owns, operates or controls any electrical distribution facilities or lighting within the Municipal Service Area at any time during the Term of this Agreement, the Municipality agrees that it will support the Company's efforts, as is reasonable, to purchase such electrical distribution facilities or, to the extent that it has the authority to do so, the Municipality shall otherwise require such third party to sell such facilities to the Company. Where the Municipality supports the Company's efforts to purchase such electrical distribution facilities or, to the extent that it has the authority to do so, otherwise requires a third party to sell its facilities to the Company, the Company shall be responsible for all reasonable fees, costs and disbursements of external legal counsel incurred by the Municipality in expending such good faith efforts.

b) The Company agrees to:

- i) bear the full responsibility of an owner of an electric distribution system within the Municipal Service Area and to ensure all services provided pursuant to this Agreement are provided in accordance with the Distribution Tariff, insofar as applicable;
- ii) Construct, Operate and Maintain the Distribution System within the Municipal Service Area;
- iii) use designated portions of roads, rights-of-way, and other lands including other lands owned, controlled or managed by the Municipality necessary to Construct, Operate and Maintain the Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof; and
- iv) use the Municipality's roads, rights-of-way and other Municipal Property granted hereunder solely for the purpose of providing Electric Distribution Service and any other service contemplated by this Agreement.

5) FRANCHISE FEE

a) Calculation of Franchise Fee

In consideration of the provisions of Article 4 and the mutual covenants herein, the Company agrees to pay to the Municipality a franchise fee. For each calendar year, the franchise fee will be calculated as a percentage of the Company's actual revenue in that year from the Distribution Tariff rates charged for Electric Distribution Service within the Municipal Service Area, excluding any amounts refunded or collected pursuant to riders.

For the first (1st) calendar year of the Term of this Agreement, the franchise fee percentage shall be 2 percent (2%).

By no later than September first (1st) of each year, the Company shall:

- i) advise the Municipality in writing of the revenues that were derived from the Distribution Tariff within the Municipal Service Area for the prior calendar year (excluding any amounts refunded or collected pursuant to riders); and
- ii) with the Municipality's assistance, provide in writing an estimate of revenues to be derived from the Distribution Tariff (excluding any amounts refunded or collected pursuant to riders) within the Municipal Service Area for the next calendar year.

b) Adjustment to Franchise Fee

At the option of the Municipality, the franchise fee percentage may be changed annually by providing written notice to the Company.

If the Municipality wishes to amend the franchise fee percentage so that the amended franchise fee percentage is effective January first (1st) of the following calendar year, then the Municipality shall, no later than November first (1st) of the immediately preceding year, advise the Company in writing of the franchise fee percentage to be charged for the following calendar year.

If the Municipality provides such notice after November first (1st) of the immediately preceding year for a January first (1st) implementation, or at any other time with respect to a franchise fee change that will be implemented after January first (1st) of the following year, the Company will implement the new franchise fee percentage as soon as reasonably possible.

c) Franchise Fee Cap

The municipal franchise fee cap is 20 percent (20%) and shall not at any time exceed twenty percent (20%), unless there has been prior Commission approval and provided that the Municipality has complied with Article 5d) below.

d) Adjustment to Franchise Fee Cap

At the option of the Municipality, the franchise fee cap may be changed annually by providing written notice to the Company, subject to Commission approval. If the Municipality wishes to amend the franchise fee cap so that the amended franchise fee cap is effective January first (1st) of the following calendar year, then the Municipality shall, no later than November first (1st) of the immediately preceding year, advise the Company in writing of the franchise fee cap to be in effect for the following calendar year.

If the Municipality provides such notice after November first (1st) of the immediately preceding year for a January first (1st) implementation, or at any other time with respect to a franchise fee cap change that will be implemented for January first (1st) of the following year, the Company will recognize the new franchise fee cap as soon as reasonably possible, subject to Commission approval.

e) Payment of Franchise Fee

The Company shall pay the franchise fee amount, billed to each Consumer, to the Municipality on a monthly basis, within forty-five (45) days after billing each retailer.

f) Reporting Considerations

Upon request, the Company shall provide to the Municipality along with payment of the franchise fee amount, the financial information used by the Company to verify the franchise fee amount as calculated under this Article.

6) CORE SERVICES

The Company agrees to provide those Core Services to the Municipality as set forth in Schedule "A" and further agrees to the process contained in Schedule "A". The Company and the Municipality may amend Schedule "A" from time to time upon mutual agreement.

7) PROVISION OF EXTRA SERVICES

Subject to an agreement being reached on cost and other terms, the Company agrees to provide to the Municipality those Extra Services, if any, as set forth in Schedule "B", as requested by the Municipality from time to time.

The Company is entitled to receive from the Municipality a reasonable amount for the provision of those Extra Services in accordance with Schedule "B". The Company and the Municipality may amend Schedule "B" from time to time upon mutual agreement.

8) MUNICIPAL TAXES

Amounts payable to the Municipality pursuant to the terms and conditions hereof shall be in addition to the municipal taxes and other levies or charges made by the Municipality against the Company, its land and buildings, linear property, machinery and equipment, and the Distribution System.

9) RIGHT TO TERMINATE ON DEFAULT

In the event either Party breaches any material provision of this Agreement, the other Party may, at its option, provide written notice to the Party in breach to remedy such breach.

If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the Party in breach using best efforts on a commercially reasonable basis to remedy the breach, the Party not in breach may give six (6) months notice in writing to the other Party of its intent to terminate this Agreement, and unless such breach is remedied to the satisfaction of the Party not in breach, acting reasonably, this Agreement shall terminate six (6) months from the date such written notice is given, subject to prior Commission approval.

10) SALE OF DISTRIBUTION SYSTEM

Upon the expiration of the Term of this Agreement, or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction, the Municipality may, subject to the approval of the Commission under Section 47 of the MGA, exercise its right to require the Company to sell to it the Distribution System within the Municipal Service Area pursuant to the provisions of the MGA or HEEA, as applicable. If the Parties are unable to agree on price or terms and conditions of the purchase, the unresolved matters shall be referred to the Commission for determination.

The Parties acknowledge that the Distribution System may be comprised of component parts that are not transferable by the Company to the Municipality including technologies that have been licensed by third Parties to the Company, and therefore the Company may not be able to transfer such component parts to the Municipality on any such sale. However, the Company shall acting reasonably assist the Municipality in obtaining the necessary approval or consent to such transfer.

11) STREET LIGHTING

a) Investment Option Rate

The Company agrees to provide and maintain an investment option rate for street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for investment option street lighting. This Commission approved rate includes an allowance for the replacement of street lighting.

The Company will provide Company standard and non-standard street lighting under the investment option rate for street lighting. The Company will maintain an inventory of its standard street lighting as listed in its street lighting catalogue. The Company will use reasonable commercial efforts, based on prudent electrical utility practices, to carry stock of such inventory for a reasonable period of time.

i) In the event that:

- A.** the Company, in its sole discretion, reasonably exercised, decides to change its classifications of what constitutes standard street lighting in its inventory and such change has relevance to the classes of street lights

used by the Municipality, then the Company shall provide one (1) year's prior written notice to the Municipality of its intention to effect such a change and will use its commercially reasonable good faith efforts to determine appropriate alternative sources of such equipment, and arrangements for the associated maintenance, for the Municipality; and

B. a change in the classifications of what constitutes standard street lighting in the Company's inventory arises as a result of the actions of any third party and such change has relevance to the classes of street lights used by the Municipality, then forthwith upon becoming aware that such a change is forthcoming, the Company shall provide notice to the Municipality of the forthcoming change and will use its commercially reasonable good faith efforts to determine reasonable alternatives for such equipment, and arrangements for the associated maintenance, for the Municipality.

ii) If:

A. the Municipality requests street lighting that is not part of the standard offering of the Company at the time;

B. the Municipality requests street lighting that was previously part of the standard street lighting inventory but, at the time of the applicable request, has ceased to be part of the standard street lighting offering of the Company; or

C. the Municipality converts nonstandard street lighting that is not part of the standard offering of the Company at the time to investment option rate street lighting under Article 11c) below;

then the Municipality will be required to enter into a non-standard lighting agreement with the Company, which form of agreement is referenced on the Company's website or in the Company's street lighting catalogue. For such non-standard lighting, the Company will not be responsible for paying a credit under Article 1b) of Schedule "C" to the Municipality to the extent that a delay in replacing the burnt out light is outside of the reasonable control of the Company, including any delay resulting from the failure by the Municipality to carry replacement parts for non-standard lighting.

The Company shall not be required to install any non-standard street lighting that does not meet the Company's minimum specifications for street lighting, and such street lighting must be metered and owned, installed and operated by the Municipality.

The time periods and deadlines contained in Schedule "C" shall be extended for investment-rate, non-standard street lighting for the period of time, if any, the

Company is waiting for receipt of non-standard equipment, supplies and materials from the Municipality.

b) No-Investment Option Rate

The Company and Municipality agree that all new street lighting provided, and any Municipality-requested relocation of any no-investment option rate street lighting, after the date of this Agreement will be provided or relocated, as the case may be, on the basis of the investment option rate. For no-investment option rate street lighting, the Company agrees to maintain street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for no-investment option rate street lighting. This Commission-approved rate does not include an allowance for the replacement of no-investment option rate street lighting.

c) Conversion of No-Investment Rate to Investment Option Rate

The Municipality has the option to convert all street lighting on the Company no-investment option street light rate to the Company investment option rate upon providing sixty (60) days written notice to the Company. Where such option is exercised, the Municipality has the right to obtain the Company investment for such street lighting up to the maximum Commission-approved Company investment levels for such street lighting. For the purpose of clarity, any calculation of "Commission-approved Company investment level" for street lighting in this Agreement shall be determined at the time of conversion of the applicable street lighting. The investment for street lighting shall be calculated according to the following formula:

$$A \times (1 - N/30)$$

Where:

A = the maximum allowable Commission-approved Company investment level per street light; and

N = the age of the street light in years.

The Company will invest in all, but, unless otherwise decided by the Company in its sole discretion, not less than all, no-investment option street lighting within the Municipal Service Area that is converted to the investment option rate.

The Company, in consultation with the Municipality, may use the average age of street lights and the average contributions made by the Municipality in calculating refunds.

d) Street Light Rates

The distribution rates charged by the Company to the Municipality for street lighting shall include only those costs and expenses that pertain to street lighting facilities all at rates approved by the Commission. Other terms and conditions for non-standard street lighting are outlined in the non-standard street lighting agreement between the Company and the Municipality.

e) Municipality Owned Street Lighting

Notwithstanding any other provision of this Article, it is understood and agreed that the Municipality shall have the right to own street lighting and to pay the applicable rate, recognizing the Municipality's ownership.

In such cases where the Municipality owns its street lighting, the Municipality agrees that:

- i) it will bear sole and full responsibility for any liability resulting therefrom and for properly operating, servicing, maintaining, insuring and replacing such street lighting in accordance with good and safe electrical operating practices;
- ii) such street lighting is not to form part of the Distribution System and shall be capable of being isolated from the Distribution System; and
- iii) such street lighting will be separately metered, provided that this provision will not necessarily require individual street lights to be separately metered.

f) Street Light Inventory

The Company and the Municipality agree to meet annually to discuss and exchange information relating to street light facilities owned by each Party. The Company shall have the right, but not the obligation, to mark street lighting facilities owned by the Municipality. The form and place of marking used by the Company to mark street light facilities owned by the Municipality shall first be approved in writing by the Municipality, who shall act reasonably in granting or denying such approval.

Within twelve (12) months of any request by the Municipality, the Company shall provide to the Municipality an inventory of all street lighting facilities within the Municipal Service Area detailing those that:

- i) form part of the Distribution System owned by the Company, and upon request, indicate whether they are jointly used by the Company and a third party, or otherwise; and
- ii) are a dedicated street light facility, and upon request, indicate whether they are jointly used by the Company and a third party, or otherwise.

The inventory shall indicate which street lights are at the investment option rate or the no-investment option rate. Any changes to inventory will be updated on an annual basis. The Company will also conduct a Detailed Street Light Patrol and will update the inventory of street lighting facilities within the Municipality after completion of the patrol.

g) Detailed Street Light Patrol

Detailed Street Light Patrols shall include an inspection of each Company-owned street light as well as audit services to verify the quantity, wattage, rate, and ownership of such street lights. Any changes identified during the inspection or audit, in comparison to the then most recently completed previous audit, will be noted and the street light records will be updated after completion of the patrol. It should be noted that a Municipality with multiple street light circuits may not all be audited within the same calendar year, however, all street light circuits will be inspected and audited within the street light patrol cycle. Metered street lights owned by the Municipality will not be part of the Detailed Street Light Patrol and the Municipality is responsible for inspecting its own street lights. Upon request, the Company shall provide to the Municipality a list of the standard street light offerings of the Company at the time of the request.

As of the date of this Agreement, Detailed Street Light Patrols will be conducted by the Company on a seven to nine year cycle. In the event that the Company wishes to change the scheduling of this cycle, no such change in schedule will be effective without:

- i) the Company having provided the Municipality with prior notice of its intention to effect any such change; and
- ii) the Municipality having a reasonable amount of time to challenge such change before the Commission, if the Municipality wishes to do so.

12) INCREASE IN MUNICIPAL BOUNDARIES

Where the Municipal Service Area is increased through annexation or otherwise by:

- a) 640 acres or more; or
- b) less than 640 acres, but where such annexation or other increase constitutes at least 25% of the then current area;

the Municipality shall have the right to:

- i) purchase the portion of the Distribution System within the increased area provided that the Municipality gives notice in writing to the Company of its intention to purchase within ninety (90) days of the effective date of the increase in area. If the Parties are unable to agree on price or terms and

conditions of the purchase, the unresolved matters shall be referred to the Commission for determination;

- ii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area, except that, and subject to Commission approval, the Municipality may require the Company to charge the Consumers within the increased area a different franchise fee percentage; or
- iii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area.

For all other increases to the Municipal Service Area through annexation or otherwise, the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area. In the event that the Municipality increases its area and the result is that a third party (including an REA) owns, operates or controls any existing electrical distribution facilities or lighting within the newly increased area, the Municipality agrees that it will support the Company's efforts to purchase the electrical distribution facilities or, to the extent that it has the authority to do so, otherwise require such third party to sell such facilities to the Company, unless the Municipality otherwise exercises its rights under this Article, however, nothing in this Article will require the Municipality to take any action which will directly prevent the annexation from being approved.

Where the Municipality increases its area through annexation or otherwise, the Company shall be responsible for all reasonable external legal costs, fees and disbursements incurred by a Municipality in its efforts to have any electrical distribution facilities sold to the Company by any third party owner.

13) RIGHT OF FIRST REFUSAL TO PURCHASE

- a) If during the Term of this Agreement, the Company receives a bona fide arm's length offer to operate, take control of or purchase the Distribution System which the Company is willing to accept, then the Company shall promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality shall during the next ninety (90) days, have the right of first refusal to operate, take control of or purchase the Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.
- b) This right of first refusal only applies where the offer pertains to the Distribution System and the right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the

Company, the aforesaid right of first refusal shall be of no force and effect and shall not apply.

14) CONSTRUCTION AND MAINTENANCE OF DISTRIBUTION SYSTEM

a) Municipal Approval

Before undertaking any Major Work or in any case in which the Municipality specifically requests any Major Work, the Company will submit to and obtain the approval from the Municipality, or its authorized officers, of the Plans and Specifications for the proposed Major Work and its location. Approval by the Municipality shall not signify approval of the structural design or the ability of the Work to perform the function for which it was intended. The Company agrees that the Municipality may use such Plans and Specifications for any other proper municipal purpose provided that it shall not use such Plans and Specifications for any purpose or in any manner that may reasonably have an adverse effect on the Company without first obtaining the prior written consent of the Company, such consent not to be unreasonably withheld.

In the event that the Municipality uses such Plans and Specifications for any purposes whatsoever other than for the granting of an approval under this Article, the Municipality acknowledges and agrees that the Company shall not be liable for any liability, actions, demands, claims, damages, losses and expenses (including all legal fees, costs and disbursements) whatsoever as a result of the Municipality's use of or reliance upon such Plans and Specifications.

For greater clarity, the Municipality acknowledges that the Company does not represent, warrant or guarantee the accuracy of the Plans and Specifications provided to the Municipality under this Article for any purpose other than enabling the Municipality to conduct its approval process in accordance with this Article. Prior to commencing any Work, the Company shall obtain such other permits as are required by the Municipality.

The Company shall obtain approval from the Municipality for any traffic lane or sidewalk closures required to be made at least forty-eight (48) hours prior to the commencement of the proposed Work.

For the purposes of obtaining the approval of the Municipality for Major Work under this Agreement, the Company will provide the Municipality with the Plans and Specifications for the proposed Major Work in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from Municipalities, and will illustrate the proposed changes to the Distribution System. Notwithstanding anything to the contrary that may be contained in any approvals granted under this Agreement, as liability and indemnification are dealt with under the EUA (and the regulations promulgated thereunder) and in Article 19 of this

Agreement, the Company and the Municipality agree that any approval granted under this Agreement that incorporates an indemnity provision different than the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement, shall, to the extent necessary to eliminate such difference, be deemed to be rejected and shall form no part of the agreement between the Company and the Municipality regarding the subject matter of this Agreement unless such approval:

- i) explicitly amends the liability and indemnification provisions of this Agreement, wherein this Agreement is specifically referenced as being superseded; and
- ii) is accepted in writing by both Parties. In addition, for the purpose of clarity, any approval granted under this Agreement shall be subject to the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement.

b) Restoration of Municipal Property

The Company agrees that when it or any agent employed by it undertakes any Work on any Municipal Property, the Company shall complete the said Work promptly and in a good and workmanlike manner and, where applicable, in accordance with the approved Plans and Specifications. Further, the Company shall forthwith restore the Municipal Property to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear and to the satisfaction of the Municipality acting reasonably. The Company shall, where reasonable and prudent, locate its poles, wires, conduits and cables down, through and along lanes in preference to streets.

The Company further covenants that it will not unduly interfere with the works of others or the works of the Municipality. Where reasonable and in the best interests of both the Municipality and the Consumer, the Company will cooperate with the Municipality and coordinate the installation of the Distribution System along the designated rights-of-way pursuant to the direction of the Municipality. During the performance of the Work, the Company shall use commercially reasonable efforts to not interfere with existing Municipal Property. If the Company causes damage to any existing Municipal Property during the performance of any Work, it shall cause such damage to be repaired at its own cost to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear.

Upon default by the Company or its agent to repair damage caused to Municipal Property as set out above, the Municipality may provide written notice to the Company to remedy the default. If the default is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required and requested by the Company using best efforts on a commercially reasonable basis to remedy the default, the Municipality may undertake such repair work and the Company shall be liable for the reasonable costs thereof.

c) Urgent Repairs and Notification to Municipality

If any repairs or maintenance required to be made to the Distribution System are of an urgent nature because of safety concerns or because reliability is materially compromised or potentially materially compromised, the Company shall be entitled to conduct such repairs or maintenance as are commercially reasonable, without prior notice to the Municipality, on the understanding and agreement that the Company will provide written or verbal notice to the Municipality as soon as practicable, and in any event no later than seventy-two (72) hours after the repairs are commenced.

For the purposes of providing notice under this Agreement to the Municipality of the Work, the Company will provide the Municipality with the Plans and Specifications for the proposed Work to be completed in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from Municipalities, and will illustrate the proposed changes to the Distribution System.

d) Company to Obtain Approvals from Other Utilities

The Company shall be solely responsible for locating, or causing to be located, all existing utilities or utility lines on or adjacent to the work site. The Company shall notify all other utility asset operators and ensure that utilities and utility lines are staked prior to commencement of construction. Unless the Municipality has staked such utility assets and lines, staking shall not be deemed to be a representation or warranty by the Municipality that the utility assets or lines are located as staked. The Municipality shall not be responsible for any damage caused by the Company to any utility assets or any third party as a result of the Company's Work, unless the Municipality has improperly staked the utility assets or lines. Approval must be obtained by the Company from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

e) Revised Plans and Specifications

Following completion of the Major Work, the Company shall provide the Municipality with the revised Plans and Specifications, updated after construction, in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials) within three (3) months of the request. The Company shall provide the Municipality with copies of any other revised Plans and Specifications as reasonably requested by the Municipality. For the purposes of this paragraph, the Company may satisfy its obligations to provide revised Plans and Specifications in Electronic Format by:

- i) advising the Municipality that the revised Plans and Specifications are posted to a web-based forum that contains such information; and

- ii) allowing the Municipality access to such web-based forum.

f) Approvals

Where any approvals are required to be obtained from either Party under this Article, such approvals shall not be unreasonably withheld. Where an approval is requested from a Party under this Article, an approval, or a disapproval along with a reasonable explanation of the disapproval, or, at a minimum, the reasons for the delay shall be communicated to the other Party within ten (10) business days of receipt of the request for an approval.

15) RESPONSIBILITIES FOR COST OF RELOCATIONS

- a) Subject to Article 15b), upon receipt of one (1) year's notice from the Municipality, the Company shall, at its own expense, relocate to, on, above or below Municipal Property such part of the Distribution System that is located on Municipal Property as may be required by the Municipality due to planned Municipal construction.
- b) The cost of any relocations referred to in Article 15a) shall be recovered on a specific municipal based rider or any other method approved by the Commission, or if such a rider or other method is not approved by the Commission, the Municipality shall be responsible for such costs. In order to encourage the orderly development of Municipal facilities and the Distribution System, the Municipality and the Company agree that they will meet regularly to:
 - i) review the long-term facility plans of the Municipality and the Company;
 - ii) determine the time requirements for final design specifications for each relocation; and
 - iii) determine the increased notice period that may be required beyond one (1) year for major relocations.

In cases of emergency, the Company shall take measures that are commercially reasonable and necessary for the public safety with respect to relocating any part of the Distribution System that may be required in the circumstances.

If the Company fails to complete the relocation of the Distribution System in accordance with the preceding paragraph, or fails to repair or do anything else required by the Company pursuant to this clause in a timely and expeditious manner to the satisfaction of the Municipality, acting reasonably, the Municipality, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to, but is not obligated to, seek an order of specific performance to require the Company to complete the work.

In the event the relocation, or any part thereof, requires the approval of the Municipality or a third party, the Municipality will assist the Company in obtaining municipal approvals and the Municipality will use reasonable efforts to assist the Company in any negotiation with such third party to obtain the necessary approval(s).

In the event the relocation results from the demand or order of an authority having jurisdiction, other than the Municipality, the Municipality shall not be responsible for any of the costs of such relocation.

16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE

At no cost to the Municipality, with the exception of customer contributions, the Company shall, at its sole cost and expense, on a timely basis and pursuant to its Terms and Conditions, use its best efforts on a commercially reasonable basis to meet the Distribution System expansion requests of the Municipality or a Consumer, and provide the requisite facilities for connections for new Consumers to the Distribution System.

For the purposes of this Agreement, and subject to Schedules "B" and "C", it is understood and agreed that the Municipality cannot insist on relocating or upgrading any overhead lines to an underground service, if there is a less expensive or more practical solution. If there is not a less expensive or more practical solution, the Municipality and the Company will meet to negotiate suitable arrangements.

17) JOINT USE OF DISTRIBUTION SYSTEM

a) Municipal Use

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the Distribution System by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the Distribution System of the Company for any reasonable municipal purpose (that is not commercial in nature or that could reasonably adversely affect the Company's exclusive franchise, as granted by the Municipality under this Agreement), at no charge by the Company to the Municipality, provided at all times that such use complies with the intended use.

The Municipality is responsible for its own costs, for the costs of removing any signage or repairing any of the facilities of the Company, and any necessary and reasonable costs incurred by the Company, including the costs of any alterations that may be required in using the poles and conduits of the Company.

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the rights of way by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the rights of

way of the Municipality, at no charge by the Company to the Municipality, provided at all times that such use of the rights of way complies with the intended use.

The Company agrees to act reasonably and in a timely manner in making its determination above. Where a request is made by a Municipality to the Company under this Article 17a), the confirmation, the inability to provide a confirmation along with a reasonable explanation of the reasons why a confirmation cannot be provided, or the reasons for the delay shall, at a minimum, be communicated to the Municipality within five (5) business days of receipt of the request.

b) Third Party Use and Notice

The Company agrees that should any third party, including other utilities, desire to jointly use the Company's poles, conduits or trenches or related parts of the Distribution System, the Company shall not grant the third party joint use except in accordance with this Article, unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees that the following procedure shall be used in granting permission to third parties desiring joint use of the Distribution System:

- i) first, the third party shall be directed to approach the Company to initially request conditional approval from the Company to use that part of the Distribution System it seeks to use;
- ii) second, upon receiving written conditional approval from the Company, the third party shall be directed to approach the Municipality to obtain its written approval to jointly use that part of the Distribution System on any Municipal Property or right-of-way; and
- iii) third, upon receiving written conditional approval from the Municipality, the third party shall be directed to obtain final written approval from the Company to jointly use that part of the Distribution System.

Providing the Company has not precluded the Municipality's ability to obtain compensation or has entered restrictive agreements with any third parties using any Municipal Property, the Municipality agrees that the procedure outlined above shall apply only to agreements made after January 1, 2011.

c) Cooperation

The Company and the Municipality agree they will use reasonable efforts to cooperate with each other in any negotiations with third parties desiring joint use of any part of the Distribution System located on Municipal Property.

d) Payment

The compensation paid or to be paid by such third party to the Municipality for the use of the Municipal Property including its rights-of-way, shall be determined between the Municipality and the third party.

The compensation paid or to be paid by such third party to the Company for the joint use of its poles, conduits or related parts of the Distribution System shall be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the Municipality's right to intervene in any related regulatory proceeding.

e) Provision of Agreements

Upon request by the Municipality, the Company shall provide to the Municipality a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Distribution System. The Company shall be entitled to redact:

- i) any confidential or proprietary information of the Company or the third party; and
- ii) such information that it reasonably determines to be of a commercially or competitively sensitive nature, from any such copy provided.

An inventory listing of these agreements shall be updated by the Company and provided to the Municipality upon request and at no cost to the Municipality. The Municipality agrees that the requirement to provide the Municipality with a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Distribution System outlined above shall apply only to agreements made after January 1, 2001.

The Company acknowledges that it does not have the authority to allow nor to grant to any third party the right to use any right-of-way that the Municipality authorized the Company to-use.

f) Compensation for Costs

Subject to Article 17c), in the event that either Party to this Agreement is required by law to appear before any applicable regulatory authority, including the Canadian Radio-television and Telecommunications Commission ("CRTC"), the Commission, or a court of law, as a direct result of the actions of the other Party (the "Denying Party") relating to the denial of use to a third party of any part of the Distribution System, then the Denying Party shall pay all reasonable and necessary legal costs incurred by the other Party that are directly related to any such regulatory or judicial proceeding.

18) MUNICIPALITY AS RETAILER

The provisions of this Agreement shall not in any way restrict the right of the Municipality to become a retailer within the meaning of the EUA.

19) RECIPROCAL INDEMNIFICATION AND LIABILITY

- a) It is intended that this provision create reciprocal rights and obligations between the Company and the Municipality.
- b) The Company, as an owner of the Distribution System, is provided liability protections under the EUA, and nothing in this Agreement is intended to abrogate, alter or diminish the liability protections granted to the Company under the EUA. The Company further acknowledges and agrees that the liability protection provisions, if any, under the EUA shall apply, with the necessary changes, to the Municipality with reciprocal rights thereunder.
- c) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:
 - i) any breach by the Company of any of the provisions of this Agreement; or
 - ii) the negligence or wilful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.
- d) The Municipality shall indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:
 - i) any breach by the Municipality of any of the provisions of this Agreement; or
 - ii) the negligence or wilful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, that has a direct adverse effect on the Electric Distribution Service of the Company.
- e) In accordance with the liability protections under the EUA, notwithstanding anything to the contrary herein contained, in no event shall the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any loss or damage other than direct loss or damage, howsoever caused or contributed to. For the

purpose of this Article, "direct loss or damage" does not include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract or any other indirect, special or consequential loss or damage whatsoever, arising out of or in any way connected with this Agreement or the actions or omissions of the Company or the Municipality.

20) ASSIGNMENT

In the event that the Company agrees to sell the Distribution System to a third party purchaser, the Company will request that the third party purchaser confirm in writing that it will agree to all the terms and conditions of this Agreement between the Company and the Municipality. The Company agrees that it will provide to the Municipality a copy of the third party purchaser's confirmation letter.

The Company agrees to provide the Municipality with reasonable prior written notice of a sale of the Distribution System to a third party purchaser. The Parties shall thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of this Agreement.

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of this Agreement to the third party purchaser. The Municipality agrees that it may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of this Agreement. In this case, such notice to the Company must specify in detail the Municipality's concern. Should the Municipality not reply within the thirty (30) day period, it is agreed that the Municipality will be deemed to have consented to the assignment. The Company further agrees that, when it applies to the Commission for approval of the sale, it will include in the application any notice received from the Municipality, including the reasons given by the Municipality for withholding its consent. The Municipality shall have the right to make its own submissions to the Commission.

Subject to the Company having fulfilled the obligations outlined in the preceding three paragraphs, the Company shall be entitled to assign this Agreement to an arm's length third party purchaser of the Distribution System without the consent of the Municipality, subject to having obtained the Commission's approval for the sale of the Distribution System and, the third party purchaser's confirmation in writing that it agrees to all the terms and conditions of this Agreement.

Where the Commission approves such sale of the Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of the Company under this Agreement, then upon the assignment of this Agreement, the Company shall be released from all its liabilities and obligations hereunder.

The Company shall be entitled to assign this Agreement to a subsidiary or affiliate of the Company without the Municipality's consent. Where the Company assigns this Agreement to a subsidiary or affiliate, the Company will remain jointly and severally liable.

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, shall provide written notice to the Municipality indicating that it will assume all liabilities and obligations of the Company under this Agreement. Any disputes arising under the operation of this Article shall be submitted to the Commission for determination.

21) NOTICES

All notices, demands, requests, consents, or approvals required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if personally served or sent by registered mail or sent by fax to the Municipality or to the Company, as the case may be, at the addresses set forth below:

a) To the Company:

FortisAlberta Inc.
Address: 1600 10th Street SE
Facsimile: (403) 652-4519
Attention: Merlin MacNaughton, Supervisor, Stakeholder Relations Manager

With a copy to:

FortisAlberta Inc.
Address: 320 -17st South West, Calgary, Alberta, T2S 2V1
Facsimile: 403-514-4001
Attention: Legal Department

b) To the Municipality:

Municipality: Town of Claresholm
Address: 221 45th Avenue West Claresholm, AB T0L 0T0
Facsimile: (403) 625-3869
Attention: Ms. Kris Holbeck, Chief Administrative Officer

c) The date of receipt of any such notice as given above shall be deemed to be as follows:

- i) in the case of personal service, the date of service;
- ii) in the case of registered mail, the seventh (7th) business day following the date of delivery to the Post Office, provided, however, that in the event of an interruption of normal mail service, receipt shall be deemed to be the seventh (7th) day following the date on which normal service is restored; or

iii) in the case of a fax, the date the fax was actually received by the recipient.

22) DISPUTE SETTLEMENT

- a) If any dispute or controversy of any kind or nature arises relating to this Agreement or the Parties' rights or obligations hereunder, the Parties agree that such dispute or controversy will be resolved by negotiation, and where such negotiation does not result in the settlement of the matter within thirty (30) days of notice of such dispute being provided by one Party to the other Party, and to the extent permitted by law, the Company and Municipality agree that unresolved disputes pertaining to this Agreement, other than those contemplated in Articles 3 and 20 and Section 3 of Schedule "A", or those related to the sale of the Distribution System as contemplated in Article 10 and 12 hereof, or any other matter that is within the exclusive jurisdiction of a governmental authority having jurisdiction, shall be submitted to arbitration for determination and may be commenced by either Party providing written notice to the other Party stating the dispute to be submitted to arbitration.

The Parties shall attempt to appoint a mutually satisfactory arbitrator within ten (10) business days of the said notice. In the event the Parties cannot agree on a single arbitrator within the ten (10) business days, the dispute shall be forwarded to the Commission for resolution or determination.

In the event the Commission declines to assist in resolving the dispute or declines to exercise or claim jurisdiction respecting the dispute, both Parties agree to have the dispute resolved by an arbitration panel in accordance with the following procedure. Each Party shall appoint an arbitrator within the ten (10) business days thereafter by written notice, and the two arbitrators shall together appoint a third arbitrator within twenty-five (25) business days of written notice for arbitration. The dispute shall be heard by the arbitration panel within forty-five (45) business days of the written notice for arbitration unless extended by mutual agreement between the Parties. The arbitration panel shall render a decision within twenty (20) business days of the last day of the hearing.

Save as otherwise expressly provided in this Agreement, the provisions of the Arbitration Act (Alberta) (as amended from time to time) shall apply to any arbitration undertaken under this Agreement subject always to the Commission's jurisdiction over any matter submitted to arbitration. Pending resolution of any dispute, the Municipality and the Company shall continue to perform their respective obligations hereunder.

- b) The Company shall advise the Commission of any dispute submitted to arbitration within ten (10) business days of it being submitted and shall advise the Commission of the results of arbitration within ten (10) business days following receipt of the decision of the arbitrator(s).

23) INTERRUPTIONS OR DISCONTINUANCE OF ELECTRIC SERVICE

Subject to its Distribution Tariff, the Company shall use its best efforts on a commercially reasonable basis to avoid and minimize any interruption, reduction or discontinuance of Electric Distribution Service to any consumer. However, the Company reserves the right to do so for any one of the following reasons:

- a) Where the Company is required to effect necessary repairs or changes to the Distribution System;
- b) On account of or to prevent fraud or abuse of the Distribution System;
- c) On account of defective wiring or other similar condition which in the opinion of the Company, acting reasonably, may become dangerous to life or property;
- d) Where insufficient energy or power is available for distribution by the Company to a consumer; or
- e) Where required by a retailer, due to non-payment of power bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Electric Distribution Service, it shall notify the Municipality as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Electric Distribution Service, the Company shall provide verbal notice to the Municipality as soon as is practicable in the circumstances.

24) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

This Agreement shall be deemed to operate as consent by the Municipality to the exercise by the Company of those powers which may be exercised by the Company with the consent of the Municipality under and pursuant to the provisions of the *Water, Gas and Electric Companies Act* (Alberta), as amended.

25) FORCE MAJEURE

If either Party shall fail to meet its obligations hereunder within the time prescribed, and such failure is caused or materially contributed by an event of "force majeure", such failure shall be deemed not to be a breach of the obligations of such Party hereunder, but such Party shall use best efforts on a commercially reasonable basis to put itself in a position to carry out its obligations hereunder. The term "force majeure" shall mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen's enemies, acts of terrorism (either foreign or domestic), sabotage, war, blockades, insurrections, riots, epidemics, lightening, earthquakes, storms, fires, wash-outs, nuclear and radiation activity or fall-out, restraints of rulers and people, orders of governmental authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority having jurisdiction (excluding in the case of the Municipality that requires an approval from itself, the particular Municipality), civil

disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such Party, and all of which by the exercise of due diligence of such Party could not have been prevented. Lack of finances shall be deemed not to be an event of “force majeure”.

26) TERMS AND CONDITIONS

The Terms and Conditions that apply to the Company and are approved by the Commission, as revised or amended from time to time by the Commission, shall apply to the Municipality.

27) NOT EXCLUSIVE AGAINST HER MAJESTY

Notwithstanding anything to the contrary herein contained, it is mutually understood and agreed that the rights, powers and privileges conferred and granted by this Agreement shall not be deemed to be exclusive against Her Majesty in the right of the Province of Alberta.

28) SEVERABILITY

If for any reason any covenant or agreement contained in this Agreement, or the application thereof to any Party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or agreement will be deemed to be independent of the remainder of this Agreement and to be severable and divisible from this Agreement. The invalidity, unenforceability or illegality will not affect, impair or invalidate the remainder of this Agreement or any part thereof. The intention of the Municipality and the Company is that this Agreement would have been executed without reference to any portion which may, for any reason and extent, be declared or held invalid, unenforceable or illegal.

29) AMENDMENTS

This Agreement may only be amended by written agreement of the Parties, such amendments to be subject to regulatory approvals as required by law.

30) DISSOLUTION

In the event that the Municipality intends or resolves to dissolve:

- a) this Agreement shall be assigned to the successor governing authority to the Municipal Service Area;
- b) subject to an agreement to the contrary between the Company and the successor party, the Municipal Service Area of the Municipality as at the date of dissolution shall thereafter be the Municipal Service Area of the successor party for the purposes of this Agreement; and

- c) the rights and obligations contained herein shall otherwise continue and shall be binding upon the Company and the successor party.

31) WAIVER

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance under this Agreement (whether of the same nature or any other nature).

32) CONFIDENTIALITY

The Company acknowledges that the Municipality is governed by the provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta).

IN WITNESS WHEREOF the Parties hereto have executed these presents as of the day and year first above written.

MUNICIPALITY

PER: _____
Name: Mr. David Moore
Title: Mayor

PER: _____
Name: Ms. Kris Holbeck
Title: Chief Administrative Officer
(Bylaw attached)

FORTISALBERTA INC.

PER: _____
Name: Mike Pashak
Title: Vice President of Customer Service

PER: _____
Name: Cam Aplin
Title: Vice President, Field Operations

SCHEDULE "A"

Core Services

The Company shall provide to the Municipality the following basic services as Core Services:

- 1) The Electric Distribution Service required to be provided by the Company pursuant to the Company's Distribution Tariff, the EUA, any regulations thereto, and any Commission orders and decisions;
- 2) The Company shall provide to the Municipality, on request, copies of any and all Electric Distribution Service related written information or reports required to be filed with the Commission, with the exception of responses to questions from interveners or the Commission related to rate hearings. A list of service area wide distribution services related measures requested by the Commission could include:
 - a) The results of customer satisfaction surveys relating to the services provided by the Company;
 - b) The indices of system reliability;
 - c) The responses to notification of outages and hazards;
 - d) Call Centre targets and statistics as related to the services provided by the Company;
 - e) Consumer connect service and disconnect service statistics;
 - f) Meter reading frequency and accuracy statistics;
 - g) Consumer complaints related to the services provided by the Company; and
 - h) Employee safety statistics.

Notwithstanding the above, should the Company implement Commission approved Performance Based Regulation ("PBR"), it will provide the Municipality, on request, the results of the Performance Standards as set out in the PBR.

- 3) The Company shall provide to the Municipality, upon request, an annual report on the following standards specific to the Municipality:
 - a) Reliability measures, to the extent that distribution feeders are an appropriate indicator of the overall reliability for the Municipality. In some cases, the distribution feeder information will be an appropriate indicator of the overall reliability in a Municipal Service Area. In other cases, where the distribution feeder serves customers outside of the Municipal Service Area, it may not be appropriate indicator;

- b) The total number of outages, by distribution feeder, for each of the preceding three (3) years;
- c) The average duration of the outages, by distribution feeder, for each of the preceding three (3) years;
- d) Street light performance, as discussed in Schedule "C";
- e) Subject to any applicable privacy legislation, the Code of Conduct Regulation under the EUA, or other rules prohibiting or restricting such disclosure, a spreadsheet listing:
 - i) The total number of sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - ii) The total number of Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - iii) The total kWh of electricity consumed by Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - iv) The total kWh of electricity consumed at Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - v) The franchise fee revenue collected from Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - vi) The franchise fee revenue collected from the Municipality from sites the Municipality owns within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years; and
 - vii) Such other information as may be agreed upon by the Parties from time to time, and
- f) A copy of the Annual Service Quality Report as provided by the Company to the Commission as per Rule 2 which provides overall company Service Reliability Measures and Customer Satisfaction Measures.

Where privacy legislation, the Code of Conduct Regulation under the EUA, or other rules under the EUA prohibiting such disclosure prevent the Company from providing the information above, the Company shall make reasonable attempts to aggregate the information by aggregating rate classes in order to comply with the applicable rules, but shall not be obligated to provide such aggregated information if

the Company does not believe such aggregation will allow the Company to comply with the applicable rules.

In the event that the service levels indicated in the Annual Service Quality Report referred to in Section 3f) of this Schedule A show deterioration to the extent that the Municipality or Municipal Service Area is materially adversely impacted, the Municipality shall contact its appropriate Company representative in an effort to remedy any identified deficiencies. If such discussions are not successful in addressing the Municipality's concerns, the Municipality shall then contact senior management of the Company to determine appropriate solutions.

SCHEDULE "B"

Extra Services

- 1) Where the Municipality requests Extra Services, the Company will provide its applicable operations and maintenance standards for Distribution System field services.
- 2) If the Company and the Municipality agree that the Company will provide Extra Services requested by the Municipality, the Parties shall complete the information required in subparagraph 3), and subparagraph 4) shall apply in respect of such Extra Services.
- 3) In consideration for the provision of the Extra Services, the Municipality shall pay to the Company the sum of _____ (\$_____.00) which may be deducted from the franchise fee.
- 4) Annually, the Company shall provide a written report to the Municipality, outlining the actual performance of the Extra Services provided and the related costs for each service for the Municipality to assess if the performance standards have been met.
- 5) Nothing in this Agreement precludes the Company from subcontracting with the Municipality to provide all or any part of the Extra Services to the Municipality.

SCHEDULE "C"

Street Lighting

- 1) As set out in Article 11c) of this Agreement, once all street lighting within the Municipal Service Area has been converted to the applicable Company investment option rate, the Company agrees to provide the following services for street lighting within the Municipal Service Area as part of its Core Services:
 - a) **Lights-out Patrols:** On a monthly basis, during the time period of September 15th to May 15th, the Company will conduct a "lights-out" street light patrol to identify lights that are not working. Formal street light patrols will not be conducted during the summer months; however, normal reporting and replacement procedures will be maintained.
 - b) **Lights-out:** The Company will replace or repair a failed light identified in its patrol or reported by customers, within two (2) weeks. If the reported light is not replaced or repaired within two (2) weeks, the Company will provide a two (2) month credit to the Municipality based on the rate in the Distribution Tariff for the failed lights. Such two (2) month credit shall continue to apply for each subsequent two (2) week period during which the same failed light(s) have not been replaced. The Company agrees to use good faith commercially reasonable efforts to replace or repair:
 - i) failed street lights at critical locations; or
 - ii) failed street lighting circuits at any location, as the case may be, as soon as possible. The location of the critical street lights will be agreed to by both Parties.
 - c) **Underground Breaks:** As a minimum, the Company will provide a temporary overhead repair within two (2) weeks of an identified or reported outage. Underground breaks identified during the summer months of April 15th to September 15th will be repaired (underground) by October 31st of the current summer construction period. A permanent repair will be made by October 31st of the next year if the outage is identified between the winter months of September 15th to April 15th.
 - d) **Street light Painting:** The Company will provide a regular street light "painting" patrol as part of its Street light inspection program. The Municipality may request that it participates in select street light inspection patrols and may review the results of the street light inspection program. Street lights that are identified as requiring immediate work through the Street light inspection program will be re-painted by October 31st of the next maintenance season.

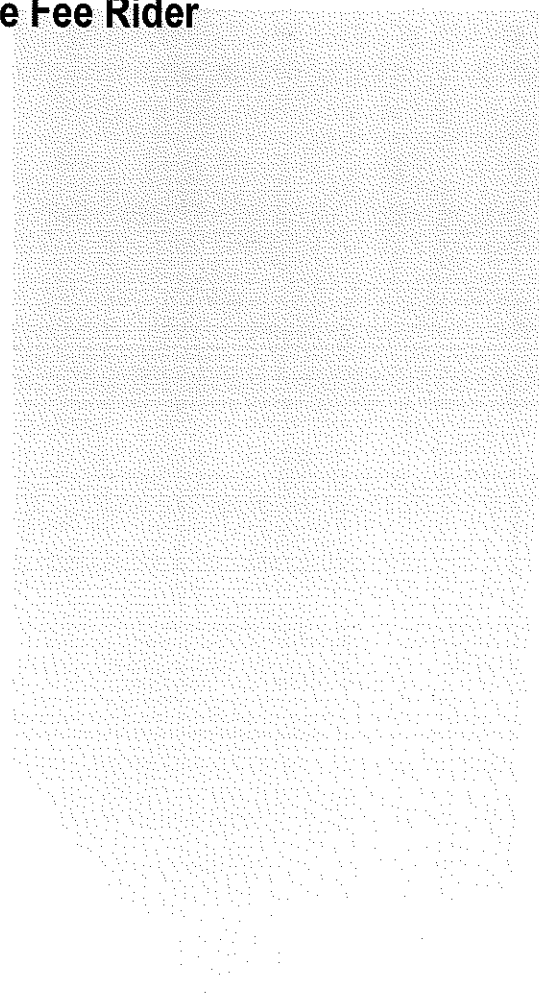
- e) **Street light Pole Test Program:** Street lights will be tested at least every nine (9) years as part of the Company's Pole Test Program. This program will identify poles that need to be replaced and those that should be treated. This replacement and treatment work will be completed by October 31st of the next summer maintenance season.
 - f) **Street light Patrols:** The Company will include regular street light inspection patrols as part of its inspection of equipment and lines, as specified in the Alberta Electrical Utility Code.
- 2) On an annual basis, the Company will provide the Municipality with:
- i) the number of "lights-out" identified from the street light patrols;
 - ii) the number of temporary overhead repairs of street lights at year-end; and
 - iii) the number of permanent underground repairs of street lights made during the year.



Town of Claresholm

**Franchise Agreement with FortisAlberta Inc. and
Amendment to Municipal Franchise Fee Rider**

March 18, 2013



The Alberta Utilities Commission
Decision 2013-096: Town of Claresholm
Franchise Agreement with FortisAlberta Inc. and
Amendment to Municipal Franchise Fee Rider
Application No. 1609271
Proceeding ID No. 2410

March 18, 2013

Published by

The Alberta Utilities Commission
Fifth Avenue Place, Fourth Floor, 425 First Street S.W.
Calgary, Alberta
T2P 3L8

Telephone: 403-592-8845
Fax: 403-592-4406

Website: www.auc.ab.ca

1 Introduction

1. On February 5, 2013, the Alberta Utilities Commission (the AUC or the Commission) received an application from the Town of Claresholm (Claresholm) and FortisAlberta Inc. (Fortis) requesting approval to renew their electric distribution franchise agreement (franchise agreement) for a period of 10 years with an option for two five-year extensions, for a potential maximum term of 20 years. Fortis also applied for a decision approving an amendment to the Municipal Franchise Fee Rider which collects franchise fees from customers in Claresholm. The renewed franchise agreement is attached as [Appendix 1](#) to this decision and is based on a standard agreement which was approved by the AUC in Decision [2012-255](#).¹

2. The AUC published the notice of application on the AUC website on February 14, 2013, and in the Claresholm Local Press on February 19, 2013. Anyone with concerns or objections was directed to file a submission with the AUC by March 6, 2013. The AUC has processed this application without further notice as no objections were received.

2 Franchise agreement

3. The municipality determines the level of the franchise fee, which is the consideration paid by the utility for the exclusive right to provide electric service to customers within the municipality. The municipality may also opt for the collection of linear property taxes from the utility for the use of municipal lands to provide utility service. Franchise fees and linear property taxes are considered to be a cost of Fortis doing business in the municipality, and therefore, these costs are recovered from electricity customers in the municipality.

4. Claresholm completed first reading of Bylaw No. 1583, which authorized the municipality to execute a new franchise agreement with Fortis to provide distribution service within Claresholm.

5. In the franchise agreement, Claresholm proposed to maintain the franchise fee at 2.00 per cent of the delivery revenue received by Fortis. In addition to the collection of the franchise fee, Claresholm has also opted to continue the receipt of linear property taxes from Fortis. With the franchise fee and linear property taxes combined, the monthly cost for an average residential customer is forecast to remain at \$1.29.

¹ Decision 2012-255: Town of Hinton New Franchise Agreement Template and Franchise Agreement with FortisAlberta Inc., Application No. 1608547, Proceeding ID No. 1946, September 28, 2012.

6. The term of the franchise agreement is 10 years with an option for two five-year extensions, for a potential maximum term of 20 years. In accordance with Section 45 of the *Municipal Government Act*, RSA 2000, c. M-26, a council may grant exclusive right to provide a utility service in all or part of the municipality with a term not exceeding 20 years. The Commission finds that the term of this agreement is in accordance with the legislated time frame.

7. During the term of the franchise agreement, the level of the franchise fee can be changed once annually at the sole discretion of Claresholm to a maximum of 20 per cent in accordance with Article 5(b) and 5(c) of the franchise agreement. These terms were approved in the standard agreement in Decision 2012-255 and are part of the current franchise agreement.

8. Therefore, pursuant to Section 45 of the *Municipal Government Act*, Section 106 of the *Public Utilities Act*, RSA 2000 and Section 139 of the *Electric Utilities Act*, SA 2003, c. E-5.1, the Commission approves the franchise agreement and finds the right granted by Claresholm to Fortis to be necessary and proper for the public convenience and properly serves the public interest.

9. The Commission also approves the continued collection of linear property taxes as part of the franchise agreement pursuant to Section 353 of the *Municipal Government Act*. The linear property tax rate for Claresholm is 0.96 per cent.

3 Riders

10. Franchise fees and linear property taxes are collected through Fortis' Municipal Franchise Fee Rider and Rider A-1 respectively. Fortis submitted a new Municipal Franchise Fee Rider schedule showing the continued franchise fee of 2.00 per cent effective July 1, 2013, attached as [Appendix 2](#) to this decision.

11. The linear property tax of 0.96 per cent was acknowledged by Commission letter dated May 11, 2012.²

12. In accordance with Section 125 of the *Electric Utilities Act*, and based on the approval of the franchise agreement in this decision, the Commission approves Fortis' Municipal Franchise Fee Rider and finds the amounts to be just and reasonable.

4 Order

13. It is hereby ordered that:

- (i) A copy of Bylaw No. 1583 shall be filed with the AUC after third reading along with a copy of the executed franchise agreement with a commencement date of July 1, 2013.
- (ii) The continuing franchise rates for Claresholm as indicated on the Municipal Franchise Fee Rider schedule attached as Appendix 2 to this decision becomes

² Application No. 1608426.

effective after the execution of the franchise agreement, but not before July 1, 2013.

- (iii) Any changes in the level of the franchise fee pursuant to the provisions in Article 5(b) of the franchise agreement are required to be filed with the AUC for acknowledgement on or before the date that the rate comes into effect, including an updated Municipal Franchise Fee Rider schedule.
- (iv) Prior to implementing any change in the franchise fee, customers shall be notified of the change in the franchise fee through the publication of a notice in the newspaper having the widest circulation in Claresholm at least 45 days prior to the implementation of the revised franchise fee. A copy of the notice shall be filed with the AUC.

Dated on March 18, 2013.

The Alberta Utilities Commission

(original signed by)

Neil Jamieson
Commission Member

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

March 25, 2013

Honorable Mayor & Councilor Members:

The members of the Porcupine Hills Classic Cruisers car club will be hosting their 21st Annual Car Show 'N' Shine on Sunday, August 11, 2013.

With your permission and approval, we would like to host our event during the "Fair Days" weekend at the Centennial Ball Diamonds. We trust our club has left everything in order from past shows and we appreciate the opportunity to host our event there. The area is ideal because of the enclosed fencing which provides control of the number of cars for our show.

Thank you for considering our request, and we look forward to your reply. Our club appreciates the town employees that have supported and assisted us in our past Show 'N' Shine events.

Yours truly,



for

Dave Wasylyshen
President
Porcupine Hills Classic Cruisers
P.O. Box 915
Claresholm, AB
T0L 0T0
porcupinehillscruisers.com

Box 2797
Claresholm, AB, T0L 0T0
403-625-2253

March 22, 2013.

Kris Holbeck, CA
Chief Administration Officer
Town of Claresholm,
Claresholm AB T0L 0T0

RE; MUNICIPAL SUSTAINABILITY INITIATIVE OPERATING GRANT FUNDING
INDOOR WALKING GROUP

I am in receipt of your letter dated March 19, 2013, with regard to how the funds for the 2012 year were spent.

The entire \$1,000 was paid to the Claresholm Community Centre for rental of the hall by you. I do not have funds to operate on and any expenses incurred by me are my responsibility.

We have had an exceptional year with attendance averaging 35 a day and a high of 55 some days. That is the best records in the nine (9) years I have been looking after the walking. It is one of the most popular events sponsored by the Town of Claresholm and is highly recommended by our local health care givers as well.

I respectfully request that the Town of Claresholm will consider funding the Indoor Walking Group for the coming year 2013 – 2014.

Yours truly,



Hazel Perrier
Indoor Walking Group.



TOWN OF CLARESHOLM

REVENUE AND EXPENDITURE REPORT

General Ledger	Description	2012 YTD Budget	2012 YTD Actual	2012 YTD \$ Variance	2013 YTD Budget	2013 YTD Actual	2013 YTD \$ Variance
REVENUE FIRE FIGHTING							
1-23-00-850-00	M.D. CONT TO FIRE DEPARTMENT	28,500.00	28,886.02	(386.02)	14,000.00	3,229.61	10,770.39
1-23-00-990-00	NON GOVT CONTR TO FIRE DEPT	10,000.00	9,693.73	306.27	10,000.00	1,200.00	8,800.00
1-23-00-995-00	FIRE TRAINING GRANTS	0.00	5,457.41	(5,457.41)	0.00	0.00	0.00
*	TOTAL REVENUE FIRE FIGHTING	38,500.00	44,037.16	(5,537.16)	24,000.00	4,429.61	19,570.39
EXPENSES FIRE FIGHTING							
2-23-00-100-00	WAGE BENEFITS - FIRE DEPT.	2,000.00	1,831.39	168.61	2,000.00	467.00	1,533.00
2-23-00-110-00	FIRE FIGHTER PPE	0.00	0.00	0.00	9,475.00	0.00	9,475.00
2-23-00-120-00	FIRE DEPARTMENT - TRAINING	20,000.00	9,287.00	10,713.00	10,000.00	0.00	10,000.00
2-23-00-130-00	FIRE CHIEF - SALARY	58,000.00	55,769.25	2,230.75	70,000.00	18,384.63	51,615.37
2-23-00-131-00	FRINGE BENEFITS - FIRE CHIEF	13,500.00	17,372.90	(3,872.90)	18,000.00	4,722.06	13,277.94
2-23-00-200-00	FIRE DEPARTMENT - FIRE CALLS	17,000.00	13,394.00	3,606.00	15,000.00	0.00	15,000.00
2-23-00-210-00	FIRE DEPARTMENT - TELEPHONE	3,800.00	4,453.83	(653.83)	5,000.00	909.41	4,090.59
2-23-00-250-00	FIRE DEPARTMENT - SUPPLIES	15,000.00	13,834.96	1,165.04	2,000.00	189.59	1,810.41
2-23-00-510-00	FIRE DEPARTMENT - JOINT SUPPLIES	39,500.00	11,468.09	28,031.91	0.00	456.04	(456.04)
2-23-00-511-00	FIRE DEPT. - BLDG. & REPAIRS	5,000.00	4,861.90	138.10	3,500.00	2,032.34	1,467.66
2-23-00-512-00	FIRE DEPARTMENT - GAS & OIL	3,600.00	3,304.71	295.29	3,600.00	443.54	3,156.46
2-23-00-513-00	FIRE DEPARTMENT - EMERGENCY RESPONSE	14,250.00	14,212.40	37.60	15,300.00	7,647.18	7,652.82
2-23-00-515-00	FIRE DEPT - JOINT EQUIPMENT	0.00	4,759.27	(4,759.27)	0.00	0.00	0.00
2-23-00-517-00	FIRE DEPT - MD EQUIPMENT	0.00	6,581.81	(6,581.81)	0.00	0.00	0.00
2-23-00-520-00	FIRE DEPARTMENT - TRAINING	0.00	825.00	(825.00)	0.00	0.00	0.00
2-23-00-525-00	FIRE DEPARTMENT - JOINT TRAINING	0.00	5,210.71	(5,210.71)	0.00	0.00	0.00
2-23-00-540-00	FIRE DEPARTMENT - UTILITIES	12,000.00	12,003.95	(3.95)	12,000.00	2,819.86	9,180.14
2-23-00-550-00	FIRE EQUIPMENT	0.00	0.00	0.00	21,725.00	0.00	21,725.00
2-23-00-555-00	FIRE EQUIPMENT MAINTENANCE	0.00	0.00	0.00	3,000.00	0.00	3,000.00
2-23-00-560-00	OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
2-23-00-565-00	FIRE EDUCATION COSTS	0.00	0.00	0.00	2,000.00	0.00	2,000.00
2-23-00-750-00	AMORTIZATION EXP - FIRE	17,000.00	23,826.52	(6,826.52)	20,000.00	0.00	20,000.00
*	TOTAL EXPENSES FIRE FIGHTING	220,650.00	202,997.69	17,652.31	212,600.00	38,071.65	174,528.35
***P	NET COSTS FIRE FIGHTING	(182,150.00)	(158,960.53)	(23,189.47)	(188,600.00)	(33,642.04)	(154,957.96)



TOWN OF CLARESHOLM

REVENUE AND EXPENDITURE REPORT

General Ledger	Description	2012 YTD Budget	2012 YTD Actual	2012 YTD \$ Variance	2013 YTD Budget	2013 YTD Actual	2013 YTD \$ Variance
REVENUE SWIM POOL							
1-72-00-410-00	SWIMMING LESSONS	35,000.00	40,127.84	(5,127.84)	40,000.00	11,741.99	28,258.01
1-72-00-412-00	SWIM GATE REC & SEASON TICKETS	32,000.00	35,364.55	(3,364.55)	35,000.00	7,882.14	27,117.86
1-72-00-560-00	SWIM POOL RENTAL	15,000.00	15,271.90	(271.90)	15,000.00	1,819.99	13,180.01
*	TOTAL REVENUE SWIM POOL	82,000.00	90,764.29	(8,764.29)	90,000.00	21,444.12	68,555.88
EXPENSES SWIM POOL							
2-72-00-102-00	WAGE BENEFITS SWIM POOL	17,000.00	37,263.38	(20,263.38)	35,000.00	10,915.82	24,084.18
2-72-00-130-00	SWIM POOL FULL TIME GUARDS	132,000.00	130,439.55	1,560.45	110,000.00	34,657.24	75,342.76
2-72-00-131-00	SWIM POOL PART TIME GUARDS	40,000.00	67,269.57	(27,269.57)	70,000.00	18,116.18	51,883.82
2-72-00-132-00	POOL SUPERVISOR SALARY	47,000.00	45,999.98	1,000.02	48,000.00	12,880.00	35,120.00
2-72-00-133-00	POOL SUPERVISOR WAGE BENEFITS	7,150.00	8,910.16	(1,760.16)	12,500.00	3,399.03	9,100.97
2-72-00-201-00	AQUATIC CENTRE TRAINING	5,000.00	4,135.71	864.29	4,000.00	0.00	4,000.00
2-72-00-215-00	SWIM POOL TELEPHONE	3,000.00	2,923.42	76.58	3,200.00	510.00	2,690.00
2-72-00-525-00	SWIM POOL PROGRAM MATERIALS	15,000.00	13,680.25	1,319.75	14,000.00	1,786.86	12,213.14
2-72-00-526-00	SWIM POOL OPERATION MATERIALS	7,000.00	8,237.64	(1,237.64)	8,300.00	2,233.39	6,066.61
2-72-00-527-00	SWIM POOL RESALE MATERIALS	0.00	0.00	0.00	0.00	(372.38)	372.38
2-72-00-585-00	I/D - INSURANCE	0.00	0.00	0.00	0.00	0.00	0.00
2-72-00-586-00	I/D - OFFICE SUPPLIES	0.00	0.00	0.00	0.00	0.00	0.00
2-72-00-587-00	I/D - POSTAGE/FAX/PHONE	0.00	0.00	0.00	0.00	0.00	0.00
2-72-00-752-00	AMORTIZATION EXP - POOL	49,000.00	14,100.00	34,900.00	0.00	0.00	0.00
2-72-00-834-00	SWIM POOL DEBENTURE INT	4,420.00	2,909.08	1,510.92	2,300.00	0.00	2,300.00
*	TOTAL EXPENSES SWIM POOL	326,570.00	335,868.74	(9,298.74)	307,300.00	84,126.14	223,173.86
***P	NET COSTS SWIM POOL	(244,570.00)	(245,104.45)	534.45	(217,300.00)	(62,682.02)	(154,617.98)

TOWN OF CLARESHOLM
Consolidated Financial Statements
For the year ended December 31, 2012

Draft - March 28, 2013

TOWN OF CLARESHOLM
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For the year ended December 31, 2012

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Draft - March 28, 2013

INDEPENDENT AUDITORS' REPORT

To: The Mayor and Members of Council of
the Town of Claresholm

We have audited the accompanying consolidated financial statements of the Town of Claresholm which comprise the consolidated statement of financial position as at December 31, 2012, and the consolidated statements of operations, change in net financial debt and cash flow for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with Canadian public sector accounting standards, and for such internal control as management determines is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Town of Claresholm as at December 31, 2012 and the results of its operations, changes in its net financial assets (debt), and its cash flows for the year then ended in accordance with Canadian public sector accounting standards.

Lethbridge, Alberta

April 08, 2013

Chartered Accountants

MANAGEMENT REPORT

The consolidated financial statements are the responsibility of the management of the Town of Claresholm.

These consolidated financial statements have been prepared from information provided by management. Financial statements are not precise since they include certain amounts based on estimates and judgments. Management has determined such amounts on a reasonable basis in order to ensure that the financial statements are presented fairly, in all material respects.

The Town maintains systems of internal accounting and administrative controls that are designed to provide reasonable assurance that the financial information is relevant, reliable and accurate and that the Town's assets are properly accounted for and adequately safeguarded.

The elected Council of the Town of Claresholm is responsible for ensuring that management fulfils its responsibilities for financial statements. Council carries out its responsibility principally through the Finance and Administration and General Services committees.

The Council meets annually with management and the external auditors to discuss internal controls over the financial reporting process, auditing matters and financial reporting issues, and to satisfy itself that each party is properly discharging its responsibilities. Council also considers the engagement or re-appointment of the external auditors. Council reviews the monthly financial reports.

The consolidated financial statements have been audited by Young Parkyn McNab LLP, Chartered Accountants, the external auditors, in accordance with Canadian generally accepted auditing standards on behalf of the Council, residents and ratepayers of the Town. Young Parkyn McNab LLP has full and free access to the Council.

Chief Administrative Officer

TOWN OF CLARESHOLM
CONSOLIDATED STATEMENT OF FINANCIAL POSITION
As at December 31, 2012

	2012	2011
Financial assets		
Cash and temporary investments (note 2)	\$ 3,298,570	\$ 3,622,159
Taxes and grants in place of taxes receivable (note 3)	368,746	312,344
Trade and other receivables	409,775	359,349
Land held for resale	150,688	174,152
	4,227,779	4,468,004
Liabilities		
Accounts payable and accrued liabilities	439,721	152,755
Employee benefit obligations (note 5)	215,965	177,513
Deposits	61,822	63,347
Deferred revenue (note 6)	918,346	1,067,840
Long-term debt (note 7)	5,245,928	5,494,332
	6,881,782	6,955,787
Net financial debt	(2,654,003)	(2,487,783)
Non-financial assets		
Prepaid expenses	19,376	3,752
Inventory for consumption	211,271	239,718
Tangible capital assets (schedule 2)	27,673,040	28,576,817
	27,903,687	28,820,287
Accumulated surplus (note 8)	\$ 25,249,684	\$ 26,332,504

Commitments and contingencies (note 19)

Approved on behalf of Council:

Councillor _____

Councillor _____

TOWN OF CLARESHOLM
CONSOLIDATED STATEMENT OF OPERATIONS
For the year ended December 31, 2012

	Budget (Unaudited)	2012	2011
Revenue			
Net municipal taxes (note 11)	\$ 2,982,665	\$ 2,982,363	\$ 2,844,283
User fees and sales of goods	1,699,500	1,796,075	1,588,973
Government transfers for operating (note 12)	258,752	268,266	344,391
Investment income	19,700	35,747	27,504
Penalties and costs of taxes	131,000	107,735	89,679
Licenses and permits	68,200	56,500	85,683
Franchise and concession contracts	120,000	110,843	118,295
Rental	102,200	128,316	120,810
Other	89,923	102,604	105,350
Family and community support services	205,546	243,204	218,110
	5,677,486	5,831,653	5,543,078
Expenses (note 13)			
Legislative	65,800	60,524	62,767
Administration	963,025	998,775	1,003,414
Fire	220,650	206,399	140,449
Bylaw enforcement	126,600	90,450	112,026
Common and equipment pool	670,000	628,699	606,419
Roads, streets, walks and lighting	771,000	955,478	763,685
Airport	19,000	13,879	21,344
Storm sewers and drainage	214,000	221,464	131,209
Water supply and distribution	2,847,000	2,585,075	2,924,358
Wastewater treatment and disposal	433,400	365,633	519,452
Solid waste management	365,606	370,142	343,697
Family and community support services	205,546	247,305	218,575
Day care	48,126	48,126	48,126
Cemeteries and crematoriums	18,000	15,475	15,342
Other public health and welfare	54,500	35,614	67,624
Planning and development	273,200	232,732	243,992
Parks and recreation	805,970	844,686	801,696
Culture - libraries, museums and halls	343,059	339,594	291,248
	8,444,482	8,260,050	8,315,423
Deficiency of revenue over expenses before other	(2,766,996)	(2,428,397)	(2,772,345)
Other			
Government transfers for capital (note 12)	1,389,952	1,345,577	1,591,656
Assets contributed by developers	-	-	1,439,489
	1,389,952	1,345,577	3,031,145
(Deficiency) excess of revenue over expenses	(1,377,044)	(1,082,820)	258,800
Accumulated surplus, beginning of year	26,332,504	26,332,504	26,073,704
Accumulated surplus, end of year	\$ 24,955,460	\$ 25,249,684	\$ 26,332,504

TOWN OF CLARESHOLM
CONSOLIDATED STATEMENT OF CHANGE IN NET FINANCIAL DEBT
For the year ended December 31, 2012

	Budget (Unaudited)	2012	2011
(Deficiency) excess of revenue over expenses	\$ (1,377,044)	\$ (1,082,820)	\$ 258,800
Acquisition of tangible capital assets	(1,891,852)	(1,895,093)	(2,331,134)
Amortization	2,990,400	2,745,809	2,991,016
Assets contributed by developers	-	-	(1,439,489)
(Gain) loss on disposal of tangible capital assets	-	(34,002)	71,949
Proceeds on disposal of tangible capital assets	-	87,061	67,100
	1,098,548	903,775	(640,558)
Net change in inventory for consumption	-	28,449	(48,536)
Net change in prepaid expense	-	(15,624)	224
	-	12,825	(48,312)
Increase in net financial debt	(278,496)	(166,220)	(430,070)
Net financial debt, beginning of year	(2,487,783)	(2,487,783)	(2,057,713)
Net financial debt, end of year	\$ (2,766,279)	\$ (2,654,003)	\$ (2,487,783)

Draft - March 28, 2013

TOWN OF CLARESHOLM
CONSOLIDATED STATEMENT OF CASH FLOW
For the year ended December 31, 2012

	2012	2011
Operating transactions		
(Deficiency) excess of revenue over expenses	\$ (1,082,820)	\$ 258,800
Adjustments for items which do not affect cash		
(Gain) loss on disposal of tangible capital assets	(34,002)	71,949
Amortization	2,745,809	2,991,016
Assets contributed by developers	-	(1,439,489)
	1,628,987	1,882,276
Net change in non-cash working capital items		
Taxes and grants in place of taxes receivable	(56,402)	(41,830)
Trade and other receivables	(50,426)	246,282
Land held for resale	23,464	1,210
Inventory for consumption	28,449	(48,536)
Prepaid expenses	(15,624)	224
Accounts payable and accrued liabilities	286,966	(196,250)
Employee benefit obligations	38,452	43,429
Deposits	(1,525)	24,030
Deferred revenue	(149,494)	442,580
	1,732,847	2,353,415
Capital transactions		
Proceeds on disposal of tangible capital assets	87,061	67,100
Acquisition of tangible capital assets	(1,895,093)	(2,331,134)
	(1,808,032)	(2,264,034)
Financing transactions		
Proceeds of long-term debt	-	970,000
Repayment of long-term debt	(248,404)	(152,020)
	(248,404)	817,980
(Decrease) increase in cash and temporary investments	(323,589)	907,361
Cash and temporary investments, beginning of year	3,622,159	2,714,798
Cash and temporary investments, end of year	\$ 3,298,570	\$ 3,622,159

TOWN OF CLARESHOLM
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2012

1. Significant accounting policies

The consolidated financial statements of the Town of Claresholm are the representations of management prepared in accordance with generally accepted accounting principles for local government established by the Public Sector Accounting Board of the Canadian Institute of Chartered Accountants. Significant aspects of the accounting policies adopted by the Town are as follows:

(a) Reporting entity

The consolidated financial statements reflect the assets, liabilities, revenue and expenses, changes in fund balances and change in financial position of the reporting entity which comprises all of the organizations that are owned or controlled by the Town and are, therefore, accountable to the Council for the administration of their financial affairs and resources.

Taxes levied also includes requisitions for educational, health care, social and other external organizations that are not part of the municipal reporting entity.

The statements exclude trust assets that are administered for the benefit of external parties. Interdepartmental and organizational transactions and balances are eliminated.

(b) Basis of accounting

The financial statements are prepared using the accrual basis of accounting. The accrual basis of accounting records revenue as it is earned and measurable. Expenses are recognized as they are incurred and measurable based upon receipt of goods or services and/or the legal obligation to pay.

Funds from external parties and earnings thereon restricted by agreement or legislation are accounted for as deferred revenue until used for the purpose specified.

Government transfers, contributions and other amounts are received from third parties pursuant to legislation, regulation or agreement and may only be used for certain programs, in the completion of specific work, or for the purchase of tangible capital assets. In addition, certain user charges and fees are collected for which the related services have yet to be performed. Revenue is recognized in the period when the related expenses are incurred, services performed or the tangible capital assets are acquired.

(c) Use of estimates

The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenue and expense during the period. Where measurement uncertainty exists, the financial statements have been prepared within reasonable limits of materiality. Actual results could differ from those estimates.

(d) Investments

Investments are recorded at amortized cost. Investment premiums and discounts are amortized on the net present value basis over the term of the respective investments. When there has been a loss in value that is other than a temporary decline, the respective investment is written down to recognize the loss.

TOWN OF CLARESHOLM
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2012

1. Significant accounting policies, continued

(e) Debt charges recoverable
Debt charges recoverable consist of amounts that are recoverable from municipal agencies or other local governments with respect to outstanding debentures or other long-term debt pursuant to annexation orders or joint capital undertakings. These recoveries are recorded at a value that equals the offsetting portion of the unmatured long-term debt, less actuarial requirements for the retirement of any sinking fund debentures.

(f) Requisition over-levy and under-levy
Over-levies and under-levies arise from the difference between the actual property tax levy made to cover each requisition and the actual amount requisitioned.

If the actual levy exceeds the requisition, the over-levy is accrued as a liability and property tax revenue is reduced. Where the actual levy is less than the requisition amount, the under-levy is accrued as a receivable and as property tax revenue.

Requisition tax rates in the subsequent year are adjusted for any over-levies or under-levies of the prior year.

(g) Inventories for resale
Land held for resale is recorded at the lower of cost and net realizable value. Cost includes costs for land acquisition and improvements required to prepare the land for servicing such as clearing, stripping, and leveling charges. Related development costs incurred to provide infrastructure such as water and waste water services, roads, sidewalks, and street lighting are recorded as physical assets under their respective function.

(h) Prepaid local improvements charges
Construction and borrowing costs associated with local improvement projects are recovered through annual special property assessments during the period of the related borrowing. These levies are collectible from property owners for work performed by the Town.

Where a taxpayer has elected to prepay the outstanding local improvement charge, such amounts are recorded as deferred revenue. Deferred revenue is amortized to revenue on a straight-line basis over the remaining term of the related borrowings.

In the event that the prepaid amounts are applied against the related borrowing, the deferred revenue is amortized to the revenue by an amount equal to the debt repayment.

(i) Government transfers
Government transfers are the transfer of assets from senior levels of government that are not the result of an exchange transaction, are not expected to be repaid in the future, or the result of a direct financial return.

Government transfers are recognized in the financial statements as revenue in the period in which events giving rise to the transfer occur, providing the transfers are authorized, any eligibility criteria have been met, and reasonable estimates of the amounts can be determined.

TOWN OF CLARESHOLM
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2012

(j) Non-financial assets

Non-financial assets are not available to discharge existing liabilities and are held for use in the provision of services. They have useful lives extending beyond the current year and are not intended for sale in the normal course of operations. The change in non-financial assets during the year, together with the excess of revenues over expenses, provides the consolidated Change in Net Financial Debt for the year.

(i) Tangible capital assets

Tangible capital assets are recorded at cost which includes all amounts that are directly attributable to acquisition, construction, development or betterment of the asset. The cost, less residual value, of the tangible capital assets is amortized over the estimated useful life as follows:

	Years
Land improvements	10-25 straight line
Buildings	25-50 straight line
Engineered structures	5-75 declining balance
Machinery and equipment	5-40 declining balance
Construction in progress	10-25 declining balance

One-half of the annual amortization is charged in the year of acquisition and in the year of disposal. Assets under construction are not amortized until the asset is available for productive use.

(ii) Contributions of tangible capital assets

Tangible capital assets received as contributions are recorded at fair value at the date of receipt and also are recorded as revenue.

(iii) Leases

Leases are classified as capital or operating leases. Leases which transfer substantially all of the benefits and risks incidental to ownership of property are accounted for as capital leases. All other leases are accounted for as operating leases and the related lease payments are charged to expenses as incurred.

(iv) Inventories

Inventories held for consumption are recorded at the lower of cost or net realizable value with cost determined by the average cost method.

(v) Cultural and historical tangible capital assets

Works of art for display are not recorded as tangible capital assets but are disclosed.

TOWN OF CLARESHOLM
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2012

2. Cash and temporary investments

	2012	2011
Cash	\$ 464,959	\$ 122,697
Temporary investments	2,833,611	3,499,462
	<u>\$ 3,298,570</u>	<u>\$ 3,622,159</u>

Included in cash and short-term investments is \$61,822 (2011 - \$63,347) of deposit liability funds which are not available for current purposes.

Temporary investments consists of one to three month term deposits with varying interest rates of 0.05% to 1.42% if held to maturity.

3. Taxes and grants in place of taxes receivables

	2012	2011
Current year	\$ 214,918	\$ 224,042
Arrears	153,828	88,302
	<u>\$ 368,746</u>	<u>\$ 312,344</u>

4. Temporary Loan

A temporary loan has been authorized by Alberta Treasury Branches to a maximum of \$450,000 which bears interest at prime. Security pledged includes a general security agreement. As at December 31, 2012 there was no balance outstanding.

5. Employee benefit obligations

	2012	2011
Vacation	\$ 135,054	\$ 104,358
Sick time	80,911	73,155
	<u>\$ 215,965</u>	<u>\$ 177,513</u>

Vacation and overtime

The vacation and overtime liability is comprised of the vacation and overtime that employees are deferring to future years. Employees have either earned the benefits (and they are vested) or are entitled to these benefits within the next budgetary year.

TOWN OF CLARESHOLM
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2012

6. Deferred revenue

The deferred revenue balance represents funds received for specific purposes that have not been spent by year end. Deferred revenue consists of the following:

	2012	2011
Taxi token prepayments	\$ 4,830	\$ 4,850
Parking fund	3,588	3,569
Subdivision fund	35,846	35,666
Walking path fund	1,963	1,951
Sundry trust	312,950	309,799
Offsite levies	61,988	58,880
MSI capital grant	456,916	367,112
Federal gas tax capital grant	-	199,823
Basic municipal transportation capital grant	2,303	71,536
FCSS	32,183	14,654
Local improvement taxes	5,779	-
	\$ 918,346	\$ 1,067,840

7. Long-term debt

	2012	2011
Debentures supported by general tax levies	\$ 908,626	\$ 1,019,742
Debentures supported by utility rates	4,337,302	4,474,590
	\$ 5,245,928	\$ 5,494,332
Current portion	\$ 260,077	\$ 248,404

Principal and interest repayments are due as follows:

	Principal	Interest	Total
2013	\$ 260,077	\$ 252,491	\$ 512,568
2014	244,169	240,169	484,338
2015	254,675	229,663	484,338
2016	265,692	218,646	484,338
2017	277,246	207,092	484,338
Thereafter	3,944,069	1,804,403	5,748,472
	\$ 5,245,928	\$ 2,952,464	\$ 8,198,392

TOWN OF CLARESHOLM
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2012

7. Long-term debt, continued

Debenture debt is repayable to Alberta Capital Finance Authority and bears interest at rates ranging from 2.306% to 8.875% per annum, before Provincial subsidy, and matures in periods 2013 through 2033. The average annual interest rate is 4.46% (7.75% for 2011). For qualifying debentures, the Province of Alberta rebates 60% of interest in excess of 8%, 9%, and 11% to a maximum annual rate of 12.5%, depending on the date borrowed. Debenture debt is issued on the credit and security of the Town of Claresholm at large.

Interest on long-term debt amounted to \$261,607 (2011 - \$250,065). The Town's total cash payments for interest in 2012 were \$264,164 (2011 - \$251,379).

8. Accumulated surplus

Accumulated surplus consists of internally restricted and unrestricted amounts and equity in tangible capital assets as follows:

	2012	2011
Unrestricted surplus	\$ 1,437,162	\$ 1,465,569
Internally restricted surplus (reserves) (note 10)	1,385,410	1,784,450
Equity in tangible capital assets (note 9)	22,427,112	23,082,485
	\$ 25,249,684	\$ 26,332,504

9. Equity in tangible capital assets

	2012	2011
Tangible capital assets (schedule 2)	\$ 80,859,661	\$ 79,529,219
Accumulated amortization (schedule 2)	(53,186,621)	(50,952,402)
Long-term debt (note 7)	(5,245,928)	(5,494,332)
	\$ 22,427,112	\$ 23,082,485

TOWN OF CLARESHOLM
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2012

10. Reserves

Reserves for operating and capital activities are as follows:

	2012	2011
Operating		
Waterline replacement	\$ 1,910	\$ 20,000
Cemetery	723	723
Office	28,780	28,780
Arena renovation	8,500	8,500
Waterworks	15,000	15,000
Garbage equipment	25,739	25,739
Debt reduction	292,453	292,453
Sewer main replacement	35,000	35,000
Fire truck	8,819	8,819
Fill dirt	11,427	11,427
Water pumps	2,500	2,500
Ball diamonds	245	245
General	118,425	159,206
Trust accounts	56,558	56,558
Physician recruitment fund	31,647	12,761
Tipping fees	5,449	5,449
	643,175	683,160
Capital		
General administration	14,707	14,707
Water supply	78,867	78,867
Sewer	(5,258)	74,003
Subdivision	8,510	8,510
Acreage assessment	100,368	100,368
Airport land sales	43,844	43,844
Residential land sales	19,681	12,779
Industrial land sales	71,240	71,240
Town land	25,163	25,163
Tax recovery land	11,854	11,854
Tamarack subdivision	25,149	25,149
Enforcement vehicle	52,000	52,000
Backhoe	-	160,000
Arena ice slab/boards	160,000	160,000
Garbage	18,000	18,000
Parks replacement	18,110	75,806
Fire command unit	-	26,000
Fire truck	100,000	100,000
8th street sanitary sewer	-	43,000
	742,235	1,101,290
	\$ 1,385,410	\$ 1,784,450

TOWN OF CLARESHOLM
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2012

11. Net municipal property taxes

	Budget (Unaudited)	2012	2011
Taxation			
Real property taxes	\$ 4,013,795	\$ 4,013,639	\$ 3,752,931
Linear property taxes	102,629	102,629	96,271
Government grants in place of property taxes	92,819	92,820	87,278
Special assessments and local improvements	78,000	77,853	82,564
	4,287,243	4,286,941	4,019,044
Requisitions			
Alberta School Foundation Fund	1,194,748	1,194,748	1,072,938
Porcupine Hills Lodge	109,830	109,830	101,823
	1,304,578	1,304,578	1,174,761
	\$ 2,982,665	\$ 2,982,363	\$ 2,844,283

12. Government transfers

	Budget (Unaudited)	2012	2011
Transfers for operating:			
Government transfers for operating	\$ 258,752	\$ 268,266	\$ 344,391
Transfers for capital			
Shared-cost agreements and grants	1,389,952	1,345,577	1,591,656
	\$ 1,648,704	\$ 1,613,843	\$ 1,936,047

TOWN OF CLARESHOLM
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2012

13. Expenditures by object

	Budget (Unaudited)	2012	2011
Salaries, wages and benefits	\$ 2,303,306	\$ 2,382,542	\$ 2,021,347
Contracted and general services	1,173,591	1,099,482	1,194,931
Materials, goods, supplies and utilities	1,288,550	1,341,899	1,289,301
Bank charges and short-term interest	3,500	3,404	2,653
Interest on long-term debt	264,220	261,607	250,065
Other expenditures	115,750	125,155	105,185
(Gain) loss on disposal of tangible capital assets	-	(34,002)	71,950
Transfers to organizations and others	24,087	24,087	101,796
Purchases from other governments	279,078	310,067	285,454
Provision for allowances	2,000	-	1,725
Amortization	2,990,400	2,745,809	2,991,016
	\$ 8,444,482	\$ 8,260,050	\$ 8,315,423

14. Salary and benefits disclosure

Disclosure of salaries and benefits for elected municipal officials, the chief administrative officer and designated officers as required by Alberta Regulation 313/2000 is as follows:

	(1) Salary	(2) Benefits & allowances	2012	2011
Council				
Mayor Moore	\$ 11,020	\$ 322	\$ 11,342	\$ 11,136
Councillor Fieguth	7,000	52	7,052	6,332
Councillor Hubka	7,380	-	7,380	6,540
Councillor MacPherson	6,980	-	6,980	7,459
Councillor Quayle	6,150	-	6,150	6,269
Councillor Sutter	7,670	604	8,274	10,149
Councillor Van Amerongen	10,070	136	10,206	10,715
Chief Administrative Officer	90,659	17,584	108,243	104,860
Designated Officers (5 positions) (2011: 5 positions)	\$ 274,940	\$ 61,371	\$ 336,311	\$ 307,991

(1) Salary includes regular base pay, bonuses, overtime, lump sum payments, gross honoraria and any other direct cash remuneration.

(2) Benefits and allowances include the employer's share of all employee benefits and contributions or payments made on behalf of employees including pension, health care, dental coverage, vision coverage, group life insurance, accidental disability and dismemberment insurance, long- and short-term disability plans, professional memberships, and tuition.

TOWN OF CLARESHOLM
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2012

14. Salary and benefits disclosure, continued

Benefits and allowances figures also include the employer's share of the costs of additional taxable benefits including special leave with pay, financial planning services, retirement planning services, concessionary loans, travel allowances, car allowances, and club memberships.

15. Debt limits

Section 276(2) of the Municipal Government Act requires that debt and debt limits as defined by Alberta Regulation 255/00 for the Town be disclosed as follows:

	2012	2011
Total debt limit	\$ 8,755,280	\$ 8,314,614
Total debt	5,245,928	5,494,332
	\$ 3,509,352	\$ 2,820,282
Debt servicing limit	\$ 1,459,213	\$ 1,385,769
Debt servicing	512,568	512,568
	\$ 946,645	\$ 873,201

The debt limit is calculated at 1.5 times revenue of the municipality (as defined in Alberta Regulation 255/00) and the debt service limit is calculated at 0.25 times such revenue. Incurring debt beyond these limitations requires approval by the Minister of Municipal Affairs. These thresholds are guidelines used by Alberta Municipal Affairs to identify municipalities which could be at financial risk if further debt is acquired. The calculation taken alone does not represent the financial stability of the municipality. Rather, the financial statements must be interpreted as a whole.

TOWN OF CLARESHOLM
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2012

16. Local authorities pension plan

Employees of the Town participate in the Local Authorities Pension Plan (LAPP), which is one of the plans covered by the Alberta Public Sector Pensions Plans Act. The plan serves about 214,000 people and 423 employers. The LAPP is financed by the employer and employee contributions and by investment earnings of the LAPP Fund.

Contributions for current service are recorded as expenditures in the year in which they become due.

The Town is required to make current service contributions to the LAPP of 9.91% of pensionable earnings up to the year's maximum pensionable earnings under the Canada Pension Plan and 13.74% on pensionable earnings above this amount. Employees of the Town are required to make current service contributions of 8.91% of pensionable salary up to the year's maximum pensionable salary and 12.74% on pensionable salary above this amount.

Total current service contributions by the Town to the LAPP in 2012 were \$147,732 (2011 - \$121,802). Total current service contributions by the employees of the Town to the LAPP in 2012 were \$133,715 (2011 - \$109,611).

At December 31, 2011, the LAPP disclosed an actuarial deficiency of \$4.639 billion.

17. Financial instruments

The Town of Claresholm's financial instruments consist of cash and temporary investments, accounts receivable, accounts payable and accrued liabilities, employee benefit obligations, deposit and long-term debt. It is management's opinion that the Town is not exposed to significant interest or currency risk arising from these financial instruments.

The Town of Claresholm is subject to credit risk with respect to taxes and grants in place of taxes receivables and trade and other receivables. Credit risk arises from the possibility that taxpayers and entities to which the Town provides services may experience financial difficulty and be unable to fulfil their obligations. The large number and diversity of taxpayers and customers minimizes the credit risk.

Unless otherwise noted, the carrying value of the financial instrument approximates fair value.

18. Approval of financial statements

These financial statements were approved by Council and Management.

TOWN OF CLARESHOLM
NOTES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2012

19. Contingency and commitments

The Town is a member of the Alberta Municipal Insurance Exchange (MUNIX) which provides liability insurance. Under the terms of membership, the Town could become liable for its proportionate share of any claim losses in excess of the funds held by the exchange. Any liability incurred would be accounted for as a current transaction in the year the losses are determined.

The Town has made a commitment to the Municipal District of Willow Creek to pay for one half of the costs for monitoring and maintenance of the Municipal District of Willow Creek's landfill for the next 9 years.

The Town of Claresholm has entered an agreement with the Town of Granum for the conveyance and supply of potable water. This agreement is in effect until December 31, 2034.

The Town has future commitments for a sanitary sewer main project in 2013. The cost to the Town will be \$430,000 which will be funded by long-term debt over 10 years.

20. Budget amounts

The 2012 budget for the Town was approved by Council on May 14, 2012 and has been reported in the consolidated financial statements for information purposes only. These budget amounts have not been audited, reviewed, or otherwise verified.

The approved budget contained reserve transfers, capital additions and principal payments on debt as expenditures. Since these items are not included in the amounts reported in the consolidated financial statements, they have been excluded from the budget amounts presented in these financial statements.

Budgeted deficit per financial statements	\$ (1,377,044)
Less: Capital expenditures	(1,891,952)
Long-term debt repayments	(248,404)
Add: Amortization	2,990,400
Transfers from reserves	527,000
<u>Equals: balanced budget</u>	<u>\$ -</u>

21. Change in accounting policy

On a prospective basis management has decided to value inventory held for consumption using the average cost method rather than the lower of cost and replacement cost. The purpose for changing the inventory costing policy is to increase administrative efficiencies. The change in accounting policy on the financial statements is not material.

22. Comparative figures

Where necessary the comparative figures for the 2011 year have been reclassified to conform with 2012 financial statement presentation.

TOWN OF CLARESHOLM
SCHEDULES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2012

	Schedule of changes in accumulated surplus			Schedule 1	
	Unrestricted	Restricted	Equity in tangible capital assets	2012	2011
Balance, beginning of year	\$ 1,465,569	\$ 1,784,450	\$ 23,082,485	\$ 26,332,504	\$ 26,073,704
(Deficiency) excess of revenue over expenses	(1,082,820)	-	-	(1,082,820)	258,800
Unrestricted funds designated for future use	(25,788)	25,788	-	-	-
Restricted funds used for operations	5,200	(5,200)	-	-	-
Restricted funds used for tangible capital assets	-	(419,628)	419,628	-	-
Current year funds used for tangible capital assets	(1,475,464)	-	1,475,464	-	-
Disposal of tangible capital assets	53,060	-	(53,060)	-	-
Annual amortization expense	2,745,809	-	(2,745,809)	-	-
Long term debt repaid	(248,404)	-	248,404	-	-
Change in accumulated surplus	(28,407)	(399,040)	(655,373)	(1,082,820)	258,800
Balance, end of year	\$ 1,437,162	\$ 1,385,410	\$ 22,427,112	\$ 25,249,684	\$ 26,332,504

TOWN OF CLARESHOLM
SCHEDULES TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2012

Schedule of tangible capital assets

Schedule 2

	Land	Land improvements	Buildings	Engineered structures	Machinery and equipment	Vehicles	Construction in progress	2012	2011
Cost:									
Balance, beginning of year	\$ 972,674	\$ 1,521,137	\$ 11,528,085	\$ 63,044,729	\$ 1,102,448	\$ 1,308,614	\$ 51,533	\$ 79,529,219	\$ 76,887,280
Acquisitions	18,090	98,534	16,784	1,501,258	192,357	68,069	-	1,895,092	3,770,623
Construction-in-progress	-	-	-	(68,355)	-	-	68,355	-	-
Disposals	-	(78,032)	-	(344,229)	(103,000)	(39,389)	-	(564,650)	(1,128,684)
Transfer	-	-	(203,930)	203,930	-	-	-	-	-
Balance, end of year	990,764	1,541,639	11,340,939	64,337,333	1,191,805	1,337,294	119,888	80,859,661	79,529,219
Accumulated amortization:									
Balance, beginning of year	-	190,260	4,987,264	44,286,172	666,632	822,075	-	50,952,403	48,951,022
Annual amortization	-	96,848	(96,845)	2,583,810	92,990	69,006	-	2,745,809	2,991,015
Disposals	-	(77,455)	-	(336,025)	(65,381)	(32,730)	-	(511,591)	(989,635)
Balance, end of year	-	209,653	4,890,419	46,533,957	694,241	858,351	-	53,186,621	50,952,402
Net book value	\$ 990,764	\$ 1,331,986	\$ 6,450,520	\$ 17,803,376	\$ 497,564	\$ 478,943	\$ 119,888	\$ 27,673,040	\$ 28,576,817
2011 net book value	\$ 972,674	\$ 1,330,877	\$ 6,540,821	\$ 18,758,557	\$ 435,816	\$ 486,539	\$ 51,533	\$ 28,576,816	

TOWN OF CLARESHOLM
SCHEDULE TO THE CONSOLIDATED FINANCIAL STATEMENTS
For the year ended December 31, 2012

Schedule of segmented disclosure

Schedule 3

	General government	Protective services	Transportation services	Environmental services	Public health services	Planning and development	Recreation and culture	Total
Revenue								
Net municipal taxes	\$ 2,904,510	\$ -	\$ 77,853	\$ -	\$ -	\$ -	\$ -	\$ 2,982,363
User fees and sales of goods	19,575	16,604	-	1,658,800	15,025	9,633	76,438	1,796,075
Government transfers for operating	91,395	34,343	800	-	56,500	-	85,228	268,266
Investment income	35,747	-	-	-	-	-	-	35,747
Penalties and costs of taxes	71,626	35,859	-	-	-	250	-	107,735
Licenses and permits	28,260	-	-	-	-	28,240	-	56,500
Franchise and concession contracts	110,843	-	-	-	-	-	-	110,843
Rental	32,832	-	10,000	-	-	-	85,484	128,316
Other	17,621	-	-	31,225	-	-	53,758	102,604
Family and community support services	-	-	-	-	243,204	-	-	243,204
	3,312,409	86,806	88,653	1,690,025	314,729	38,123	300,908	5,831,653
Expenses								
Salaries, wages and benefits	445,117	117,936	365,970	550,755	200,158	147,296	555,309	2,382,542
Contracted and general services	333,582	77,641	305,902	198,360	87,379	37,040	59,579	1,099,482
Materials, goods, supplies and utilities	76,450	72,476	531,967	446,187	10,855	6,794	197,170	1,341,899
Bank charges and short-term interest	3,404	-	-	-	-	-	-	3,404
Interest on long-term debt	-	-	-	236,918	-	-	24,689	261,607
Other expenditures	86,402	-	-	-	-	38,753	-	125,155
Transfers to organizations and others	-	-	-	-	-	-	24,087	24,087
Purchases from other governments	108,989	-	-	-	48,126	-	152,952	310,067
Loss (gain) on disposal of tangible capital assets	-	712	(38,914)	4,200	-	-	-	(34,002)
Amortization of tangible capital assets	5,352	28,085	654,596	1,884,430	3	2,849	170,494	2,745,809
	1,059,296	296,850	1,819,521	3,320,850	346,521	232,732	1,184,280	8,260,050
Deficiency of revenue over expenses before other	2,253,113	(210,044)	(1,730,868)	(1,630,825)	(31,792)	(194,609)	(883,372)	(2,428,397)
Other								
Government transfers for capital	-	-	628,320	697,257	-	-	20,000	1,345,577
(Deficiency) excess of revenue over expenses	\$ 2,253,113	\$ (210,044)	\$ (1,102,548)	\$ (933,568)	\$ (31,792)	\$ (194,609)	\$ (863,372)	\$ (1,082,820)

INFORMATION ITEMS



TOWN OF CLARESHOLM

Cheque Listing For Account Payable

Cheque #	Cheque Date	CEO CAO	Vendor #	Vendor Name	Batch #	Amount
					16505	
46910	2013-03-06		655	ABSA		220.50
46911	2013-03-06		786517	AMSC INSURANCE SERVICES LTD.		154,032.86
46912	2013-03-06		786195	Benchmark Assessment Consultants Inc.		4,021.50
46913	2013-03-06		786142	CASTERLAND		347.38
46914	2013-03-06		56100	CIMCO REFRIGERATION		69.22
46915	2013-03-06		13125	CLARESHOLM CARE CENTRE		60.48
46916	2013-03-06		785935	CLARESHOLM CHAMBER OF COMMERCE		50.00
46917	2013-03-06		13250	CLARESHOLM CHILD CARE SOCIETY		2,183.50
46918	2013-03-06		786483	CLARESHOLM CONTINUOUS EAVESTROUGHING LTD.		2,260.39
46919	2013-03-06		13660	CLARESHOLM LOCAL PRESS		1,024.95
46920	2013-03-06		786950	CLARESHOLM SELF STORAGE		598.50
46921	2013-03-06		786141	CLARESHOLM TAXI		968.62
46922	2013-03-06		14150	CLARESHOLM WELDING &		393.46
46923	2013-03-06		14205	CLEAN BRITE CHEMICAL SERVICES LTD.		637.67
46924	2013-03-06		785973	CLEARTECH INDUSTRIES INC.		1,807.85
46925	2013-03-06		786697	CNH CAPITAL C3115		408.87
46926	2013-03-06		785951	COMMERCIAL AQUATIC SUPPLIES		929.87
46927	2013-03-06		786540	DIRECT ENERGY REGULATED SERVICES		83.73
46928	2013-03-06		786179	ENERGO VENTURES INC		616.98
46929	2013-03-06		76356	Excel Telecommunications (Canada) Inc.		54.17
46930	2013-03-06		26201	FERG'S SEPTIC SERVICE		580.13
46931	2013-03-06		26475	FLOWER NOOK & GIFTS		159.02
46932	2013-03-06		786666	HILLS AUTO GLASS LTD		262.50
46933	2013-03-06		36800	HOME HARDWARE		64.11
46934	2013-03-06		56155	LIFESAVING SOCIETY		352.80
46935	2013-03-06		786162	LINDERMAN LAW OFFICE		1,060.50
46936	2013-03-06		58000	LOOMIS EXPRESS		71.39
46937	2013-03-06		786590	MINISTER OF FINANCE		47.19
46938	2013-03-06		786872	MPE ENGINEERING LTD.		4,665.15
46939	2013-03-06		65040	MUNICIPAL INFORMATION SYSTEMS		940.34
46940	2013-03-06		66100	NATIONAL SECRETARY-TREASURER		1,239.57
46941	2013-03-06		786708	OHS CANADA		99.75
46942	2013-03-06		786905	ONECONNECT SERVICES INC. T46194		33.46
46943	2013-03-06		786635	ORKIN CANADA CORPORATION		100.80
46944	2013-03-06		76300	PEDERSEN TRANSPORT LTD.		1,497.16
46945	2013-03-06		786205	PIPELINE WATER CO-OP LTD.		150.00
46946	2013-03-06		786050	PLANET CLEAN (LETHBRIDGE) LTD.		440.60
46947	2013-03-06		786453	PRAXAIR CANADA INC.		911.63
46948	2013-03-06		786156	Q.E.D. ENTERPRISES LTD.		881.49
46949	2013-03-06		786536	R P WATERWORKS INC.		2,952.56
46950	2013-03-06		86300	RECEIVER GENERAL FOR CANADA		22,948.39
46951	2013-03-06		86305	RECEIVER GENERAL FOR CANADA		745.00
46952	2013-03-06		786468	SHAW CABLE		83.95
46953	2013-03-06		13525	SOBEYS CLARESHOLM		242.08
46954	2013-03-06		900	TELUS		3,523.70
46955	2013-03-06		786428	TransAlta Energy Marketing Corp.		67,387.38
46956	2013-03-06		786500	TRINUS TECHNOLOGIES INC.		39.38
46957	2013-03-06		111705	WC CLASS II REGIONAL LANDFILL		7,392.75



Cheque Listing For Account Payable

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Claresholm

<u>Cheque #</u>	<u>Cheque Date</u>	<u>CEO</u>	<u>CAO</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>
46958	2013-03-06			787503	Western Materials Handling & Equipment Ltd.	272.84
46959	2013-03-06			786784	WESTWIND CHEVROLET	1,010.10
46960	2013-03-06			125000	YOUNG PARKYN MCNAB LLP	12,600.00
46961	2013-03-06			900000	Alberta Cash Register	281.40
46962	2013-03-06			900000	Alberta Development Officers Association	200.00
46963	2013-03-06			900000	Alberta Health Services	36.00
46964	2013-03-06			900000	Callback Corporate Entertainment Inc.	840.00
46965	2013-03-06			900000	CERTIFIED LABORATORIES	708.70
46966	2013-03-06			900000	Claresholm Senior's Drop-in Centre	825.00
46967	2013-03-06			900000	CUTLER, DENELLE	12.71
46968	2013-03-06			900000	Dekra-Lite	2,155.98
46969	2013-03-06			900000	MILTON, ROBERT	1,033.74
46970	2013-03-06			900000	PAUL, JEAN	500.00
46971	2013-03-06			900000	PETERSEN, PAIGE	14.29
46972	2013-03-06			900000	SPENCER, DENISE	13.88
						310,147.92
						Batch # 16507
46973	2013-03-06			900100	SHEARER, WYLIE JAMES	1,702.20
						1,702.20



TOWN OF CLARESHOLM

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Cheque #	Cheque Date	CEO	CAO	Vendor #	Vendor Name	Amount
					Batch #	16525
46974	2013-03-15			600	ALBERTA ASSOCIATION OF M.D.'S	6,442.96
46975	2013-03-15			650	ALBERTA BLUE CROSS	5,999.94
46976	2013-03-15			1025	ALBERTA ONE CALL LOCATION CORP	18.90
46977	2013-03-15			786517	AMSC INSURANCE SERVICES LTD.	3,712.31
46978	2013-03-15			786813	ATCOM	226.80
46979	2013-03-15			2550	AUMA	52.50
46980	2013-03-15			786250	CARLETON, TRISHA	55.71
46981	2013-03-15			13125	CLARESHOLM CARE CENTRE	47.88
46982	2013-03-15			13660	CLARESHOLM LOCAL PRESS	190.81
46983	2013-03-15			14085	CLARESHOLM NAPA AUTO	707.60
46984	2013-03-15			786397	EPCOR	109.94
46985	2013-03-15			786000	FLOWERS ON 49th	152.19
46986	2013-03-15			786257	FOOTHILLS FORD SALES	374.08
46987	2013-03-15			786480	GERTO CABINETS & FURNITURE LTD.	496.65
46988	2013-03-15			786146	GODLEY'S JEWELLERY	14.49
46989	2013-03-15			786666	HILLS AUTO GLASS LTD	246.75
46990	2013-03-15			786648	HOLBECK, KRISTINE H	147.46
46991	2013-03-15			786659	LIVINGSTONE RANGE SCHOOL DIVISION	459.39
46992	2013-03-15			56200	LOCAL AUTHORITIES PENSION PLAN	13,170.70
46993	2013-03-15			65000	MUNICIPAL DISTRICT OF WILLOW	20,000.00
46994	2013-03-15			71400	Oldman River Regional Services Commission	8,612.50
46995	2013-03-15			76300	PEDERSEN TRANSPORT LTD.	61.99
46996	2013-03-15			97050	PHARMASAVE	20.98
46997	2013-03-15			76400	PITNEYWORKS	4,325.90
46998	2013-03-15			86300	RECEIVER GENERAL FOR CANADA	24,560.86
46999	2013-03-15			786180	RICOH CANADA INC.	473.55
47000	2013-03-15			786158	SOUTHERN SAFETY	180.00
47001	2013-03-15			900	TELUS	342.34
47002	2013-03-15			4090	WARNACO SWIMWEAR GROUP	649.85
47003	2013-03-15			111705	WC CLASS II REGIONAL LANDFILL	26,606.64
47004	2013-03-15			111438	WIECHERT, JERRY	97.65
47005	2013-03-15			111800	WORKERS' COMPENSATION BOARD	5,642.15
47006	2013-03-15			900000	4imprint, Inc.	975.77
47007	2013-03-15			900000	Claresholm & District Health Foundation	2,900.00
47008	2013-03-15			900000	Claresholm Child Care Society	2,000.00
47009	2013-03-15			900000	FOX, KIM	75.00
47010	2013-03-15			900000	GRAVES, CASSANDRA	75.00
47011	2013-03-15			900000	LOEFFLER, CHARLES	125.99
47012	2013-03-15			900000	OLIVE, CRYSTAL	75.00
47013	2013-03-15			900000	ORION ELECTRICAL SERVICES	619.50
47014	2013-03-15			900000	ROBERTS, MIKE	125.00
47015	2013-03-15			900000	TOTH, MICHELLE	25.00
						131,197.73

Cheque #	Cheque Date	CEO	CAO	Vendor #	Vendor Name	Amount
					Batch #	16528
47016	2013-03-15			900000	SWAIN, ELIEA & KEVIN	57.88
						57.88



TOWN OF CLARESHOLM

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Cheque #	Cheque Date	CEO CAO	Vendor #	Vendor Name	Batch #	Amount
47017	2013-03-18		111438	WIECHERT, JERRY	16534	138.78
						<hr/>
						138.78



TOWN OF CLARESHOLM

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Claresholm

<u>Cheque #</u>	<u>Cheque Date</u>	<u>CEO</u>	<u>CAO</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Batch #</u>	<u>Amount</u>
47018	2013-03-21			786545	ACKLANDS- GRAINGER INC.	16547	545.73
47019	2013-03-21			600	ALBERTA ASSOCIATION OF M.D.'S		810.51
47020	2013-03-21			786518	ALL-TRA BATTERY		94.23
47021	2013-03-21			6390	BISHOFF AUTO & AG CENTRE		1,601.55
47022	2013-03-21			11250	CANADIAN LINEN SUPPLY		536.88
47023	2013-03-21			786578	CENTRAL SHARPENING LTD.		54.60
47024	2013-03-21			56100	CIMCO REFRIGERATION		2,060.92
47025	2013-03-21			13090	CLARESHOLM & DISTRICT		375.00
47026	2013-03-21			14205	CLEAN BRITE CHEMICAL SERVICES LTD.		523.74
47027	2013-03-21			785973	CLEARTECH INDUSTRIES INC.		4,713.24
47028	2013-03-21			786540	DIRECT ENERGY REGULATED SERVICES		68.34
47029	2013-03-21			26201	FERG'S SEPTIC SERVICE LTD		3,257.63
47030	2013-03-21			786240	GAMMEL'S PLUMBING HEATING & GASFITTING		78.75
47031	2013-03-21			786584	HACH SALES & SERVICE CANADA LTD.		2,763.29
47032	2013-03-21			49980	HARRY'S TIRE SALES (1984) LTD.		202.08
47033	2013-03-21			36800	HOME HARDWARE		1,088.28
47034	2013-03-21			786746	Institute of Chartered Accountants of Alberta		1,233.75
47035	2013-03-21			26900	IRON ROCK ENTERPRISES LTD		2,824.50
47036	2013-03-21			786267	LAWSON PRODUCTS INC.		351.95
47037	2013-03-21			56200	LOCAL AUTHORITIES PENSION PLAN		13,124.01
47038	2013-03-21			786872	MPE ENGINEERING LTD.		19,002.54
47039	2013-03-21			66100	NATIONAL SECRETARY-TREASURER		1,276.52
47040	2013-03-21			786635	ORKIN CANADA CORPORATION		100.80
47041	2013-03-21			76300	PEDERSEN TRANSPORT LTD.		509.17
47042	2013-03-21			97050	PHARMASAVE		105.95
47043	2013-03-21			786050	PLANET CLEAN (LETHBRIDGE) LTD.		574.83
47044	2013-03-21			786536	R P WATERWORKS INC.		3,493.17
47045	2013-03-21			86300	RECEIVER GENERAL FOR CANADA		21,816.02
47046	2013-03-21			91265	SCHUWEILER, MIKE		254.45
47047	2013-03-21			786152	SHANAHAN'S LIMITED PARTNERSHIP		235.62
47048	2013-03-21			786468	SHAW CABLE		87.10
47049	2013-03-21			786756	SHAW'S ENTERPRISES LTD.		375.77
47050	2013-03-21			96810	THOR'S ROOFING		11,499.60
47051	2013-03-21			786428	TransAlta Energy Marketing Corp.		50,664.13
47052	2013-03-21			101400	UNITED FARMERS OF ALBERTA		535.36
47053	2013-03-21			4090	WARNACO SWIMWEAR GROUP		23.63
47054	2013-03-21			786187	Western Canada Welding Products Ltd.		172.20
47055	2013-03-21			126050	ZEE MEDICAL CANADA, INC.		493.67
47056	2013-03-21			900000	CLARESHOLM MOPS		3,900.00
47057	2013-03-21			900000	Claresholm Senior's Drop-in		1,800.00
47058	2013-03-21			900000	GREEN LINK		735.00
47059	2013-03-21			900000	MASTER POOLS by Dominion Gunitite Ltd.		20,107.50
47060	2013-03-21			900000	Special Needs Association for Parents & Sibs		9,500.00
47061	2013-03-21			900000	ULLY, LEANNE		75.00
							183,647.01



TOWN OF CLARESHOLM

Cheque Listing For Account Payable

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Cheque #	Cheque Date	CEO	CAO	Vendor #	Vendor Name	Batch #	Amount
47062	2013-03-28			786517	AMSC INSURANCE SERVICES LTD.		2,278.00
47063	2013-03-28			6801	BROWN OKAMURA & ASSOCIATES LTD		563.90
47064	2013-03-28			13250	CLARESHOLM CHILD CARE SOCIETY		2,183.50
47065	2013-03-28			785953	CLARESHOLM RENTALS & OILFIELD		115.50
47066	2013-03-28			786141	CLARESHOLM TAXI		978.08
47067	2013-03-28			14205	CLEAN BRITE CHEMICAL SERVICES LTD.		285.65
47068	2013-03-28			786743	DRC COMMUNICATIONS INC.		189.00
47069	2013-03-28			76356	Excel Telecommunications (Canada) Inc.		8.17
47070	2013-03-28			56155	LIFESAVING SOCIETY		793.75
47071	2013-03-28			786590	MINISTER OF FINANCE		26.20
47072	2013-03-28			76300	PEDERSEN TRANSPORT LTD.		356.26
47073	2013-03-28			786536	R P WATERWORKS INC.		1,312.50
47074	2013-03-28			86300	RECEIVER GENERAL FOR CANADA		508.58
47075	2013-03-28			42321	RFS CANADA		405.91
47076	2013-03-28			787509	SOURCE OFFICE FURNISHINGS		245.70
47077	2013-03-28			91710	STINTECH ELECTRONICS		146.87
47078	2013-03-28			900	TELUS		1,766.56
47079	2013-03-28			111445	WILLOW CREEK AGRICULTURAL		3,699.52
47080	2013-03-28			900000	BELL, BARBARA		100.00
47081	2013-03-28			900000	Junior Achievement of Southern Alberta		3,000.00
47082	2013-03-28			900000	SPENCER, DENISE		63.48
47083	2013-03-28			900000	Triple T Vacuum Services		630.00
47084	2013-03-28			900000	West Meadow Elementary School		1,100.00
							20,757.13
Total							647,648.65

*** End of Report ***

The Bridges at Claresholm Golf Club
REGULAR MEETING
Thursday, March 21, 2013 at 12 noon

Present: Larry Ford, Frank Keller, Wes Wiebe, Russell Sawatzky, Kathy Davies, Dan Rhode,
Doug MacPherson, Todd Heggie, Lyle Broderson & Rod Andrews.

Excused: Mike Young

1. Chairman Larry Ford called the meeting to order at 12:02 pm.
2. Wes Wiebe moved the approval of the agenda. CARRIED.
3. Todd Heggie moved the approval of Feb. 6, 2013 Regular Meeting minutes. CARRIED.
4. Correspondence: none

5. Reports:

5.1 Greens Committee: Rod reported on the following:

- With weather permitting –snow fences will be down;
- Have done more pruning of trees;
- Stump driver - Workbee project for volunteers;
- Discussed the recycling of cardboard;
- Upgrade signage;
- Will try to open on Friday, March 29 if weather cooperates.

5.2 Club Pro and Marketing Committee: Lyle reported on:

- PA System – trying to get it working properly;
- Group On has been in contact with Lyle – have not made a decision as of yet whether we will do more promotions this way;
- Mentioned that www.golfnow.com is a possibly for the future for booking tee times – no Alberta golf courses are listed at this time.

5.3 Town Representative: Doug reported:

- Working on the budget.

5.4 Clubhouse Committee: Lyle reported:

- Restaurant business is good. Will discuss with Don about the recycling of the cardboard.

5.5 Finance Committee:

- Todd Heggie moved that we approved the proposed budget for 2013. CARRIED.

5.6 Grants & Casino Committee:

- more work is needed on the CIP grant before it can be submitted. Casino should be 2nd or 3rd quarter of 2014.

5.7 Policy/By-law Committee:

Discussed the time periods for revoking a membership and few other changes. Will send changes and the appendices to the Board for next meeting.

5.8 Tournaments: no report

6 New Business:

6.1 AGM – Tue. April 16, 2013

Have two people who will let their name stand: Stan Mitchell and Ray Montpetit – need one more.

7 Adjournment: Wes Wiebe moved the meeting be adjourned at 1:15 pm.

The next meeting will **Wednesday, April 3, 2013** meeting will be at Golf Club House.

President

Date

Secretary

Please circulate to Mayor/Reeve and Council for information



OLDMAN RIVER REGIONAL SERVICES COMMISSION

MINUTES – 5 (2012)

ANNUAL ORGANIZATIONAL BOARD OF DIRECTORS’ MEETING

Thursday, December 6, 2012 – 7:00 p.m.

ORRSC Conference Room (3105 - 16 Avenue North, Lethbridge)

BOARD OF DIRECTORS:

Bill Graff (absent) Village of Arrowwood
Jane Jensen Village of Barnwell
Alf Olsen Village of Barons
Tom Rose Town of Bassano
Roger Houghton Cardston County
Tim Court Town of Cardston
Doug Smith (absent) Village of Carmangay
Jamie Smith (absent) Village of Champion
Doug MacPherson Town of Claresholm
Henry Pauls Town of Coaldale
Marvin Slingerland Town of Coalhurst
Tom Butler (absent) Village of Coutts
Garry Hackler (absent) Village of Cowley
Larry Mitchell Mun. Crowsnest Pass
Jerry Lonsbury Mun. Crowsnest Pass
Gordon Wolstenholme Town of Fort Macleod
Darrell Edwards Village of Glenwood
Walter Gripping Town of Granum
Monte Christensen (absent) Village of Hill Spring
Henry Doeve (absent) County of Lethbridge
Brad Koch (absent) Village of Lomond

Dennis Quinton (absent) Town of Magrath
Terry Michaelis Town of Milk River
Rafael Zea (absent) Village of Milo
Dick Fenton Town of Nanton
Anne Marie Philipsen County of Newell
Tony Aleman Village of Nobleford
Hank Hurkens (absent) Town of Picture Butte
Garry Marchuk M.D. of Pincher Creek
Don Anderberg Town Pincher Creek
Ronald Davis (absent) M.D. of Ranchland
Greg Robinson Town of Raymond
Barry Johnson Town of Stavely
Michael Maynes Village of Stirling
Ben Elfring (absent) M.D. of Taber
Russell Norris Town of Vauxhall
Rod Ruark Vulcan County
Paul Taylor Town of Vulcan
Geoffrey Krokosh County of Warner
Dannie Lien (absent) Village of Warner
Henry Van Hierden M.D. Willow Creek

STAFF:

Lenze Kuiper Director
Mike Burla Senior Planner
Steve Harty Senior Planner
Bonnie Brunner Planner
Diane Horvath Planner

Gavin Scott Planner
Steven Ellert GIS Technologist
Gail Kirkman Subdivision Technician
Barb Johnson Executive Secretary

AGENDA:

1. **Approval of Agenda** – December 6, 2012
2. **Approval of Minutes** – October 11, 2012..... (attachment)
3. **Business Arising from the Minutes**
4. **Recognition of Members and Alternate Members for 2012/2013** (attachment)
5. **Appointment of Officers and Executive Committee for 2012/2013** (attachment)
 - (a) Election of Chair
 - (b) Election of Vice-Chair
 - (c) Election of Executive Committee.....
 - (d) Destruction of Ballots.....
6. **Reports**
 - (a) Executive Committee Report..... (attachment)
 - (b) GIS Newsletter (handout)
7. **Business**
 - (a) Proposed Budget 2013..... (attachment)
 - (b) Resolutions to Accept New Members and Provision of Service to Non-Members
 - (c) Finance Committee Information
8. **Accounts**
 - (a) Annual Organizational Board of Directors' Meeting – December 6, 2012 (attachment)
 - (b) Summary of Balance Sheet and Statement of Income for the 6-month period:
January 1 - June 30, 2012..... (attachment)
9. **Staff Presentation** – by Senior Planner Steve Harty:..... (attachment)
“Amendments to Subdivision and Development Regulation: Abandoned Wells”
10. **Adjournment** – March 7, 2013.....

Presentation of Staff Service Recognition Awards

CHAIR TERRY MICHAELIS CALLED THE MEETING TO ORDER AT 7:05 P.M.

1. APPROVAL OF AGENDA

Moved by: Geoffrey Krokosh

THAT the Board of Directors approves the agenda of December 6, 2012, as presented. **CARRIED**

2. APPROVAL OF MINUTES

Moved by: **Gordon Wolstenholme**

THAT the Board of Directors approves the minutes of October 11, 2012, as presented. **CARRIED**

3. BUSINESS ARISING FROM THE MINUTES

None.

4. RECOGNITION OF MEMBERS AND ALTERNATE MEMBERS FOR 2012/2013

- We recently received notification of two new members which are not listed in the agenda attachment:

Village of Champion – change Member to Jamie Smith

Village of Nobleford – change Tony Aleman from Alternate Member to Member

Moved by: **Tom Rose**

THAT the Board of Directors approves the list of Members and Alternate Members for 2012/2013 as amended:

Municipality	Member (*4new)	Alternate Member (*6 new)
Arrowwood – Village	Bill Graff	—
Barnwell – Village	Jane Jensen	—
Barons – Village	Alf Olsen	—
Bassano – Town	Tom Rose	Kyle Marks
Cardston – County	Roger Houghton	Mike Loose
Cardston – Town	Tim Court	—
Carmangay – Village	Doug Smith	—
Champion – Village	* Jamie Smith	—
Claresholm – Town	Doug MacPherson	Connie Quayle
Coaldale – Town	Henry Pauls	—
Coalhurst – Town	Marvin Slingerland	—
Coutts – Village	Tom Butler	* Margaret O’Hara
Cowley - Village	Garry Hackler	* Mary Kittlaus
Crowsnest Pass – Municipality	Larry Mitchell Jerry Lonsbury	—
Fort Macleod – Town	Gordon Wolstenholme	Sharan Randle
Glenwood – Village	Darrell Edwards	—
Granum – Town	Walter Gripping	Gerald Brown
Hill Spring – Village	Monte Christensen	—
Lethbridge – County	Henry Doeve	—
Lomond – Village	Brad Koch	—
Magrath – Town	Dennis Quinton	—
Milk River – Town	Terry Michaelis	—

Milo – Village	Rafael Zea	* Barry Monner
Nanton – Town	Dick Fenton	Dave Mitchell
Newell – County	Anne Marie Philipsen	Allen Eastman
Nobleford – Village	* Tony Aleman	—
Picture Butte – Town	Hank Hurkens	Sandy Koenen
Pincher Creek – M.D. No. 9	* Garry Marchuk	* Helen Cyr
Pincher Creek – Town	Don Anderberg	* Wayne Oliver
Ranchland – M.D. No. 66	Ronald Davis	Harry Streeter
Raymond – Town	Greg Robinson	* Barry Wolsey
Stavely – Town	Barry Johnson	Russell Holmes
Stirling – Village	Michael Maynes	Jonathan Bikman
Taber – Municipal District	Ben Elfring	—
Vauxhall – Town	Russell Norris	—
Vulcan – County	Rod Ruark	Gord Nelson
Vulcan – Town	Paul Taylor	—
Warner – County No. 5	* Geoffrey Krokosh	Randy Taylor
Warner – Village	Dannie Lien	—
Willow Creek – M.D. No. 26	Henry Van Hierden	Ian Sundquist

CARRIED

5. APPOINTMENT OF OFFICERS AND EXECUTIVE COMMITTEE FOR 2012/2013

- Director Lenze Kuiper briefly reviewed the election procedure and duties of the Executive Committee. A list of members who wished to let their names stand for election for the positions of Chair, Vice-Chair and Executive Committee was included in the agenda. Each nominee was given the opportunity to speak prior to the casting of ballots.

(a) Election of Chair

Advance Nominations: Terry Michaelis (Town of Milk River)

Nominations from the floor: None

Terry Michaelis was elected Chair by acclamation.

(b) Election of Vice-Chair

Advance Nominations: Gordon Wolstenholme (Town of Fort Macleod)
Walter Gripping (Town of Granum)

Nominations from the floor: None

Gordon Wolstenholme was elected Vice-Chair.

(c) Election of Executive Committee

- Advance Nominations: Dick Fenton (Town of Nanton)
Doug MacPherson (Town of Claresholm)
Larry Mitchell (Municipality of Crowsnest Pass)
Henry Van Hierden (M.D. of Willow Creek)
Anne Marie Philipsen (County of Newell)
Walter Gripping (Town of Granum)
- Nominations from the floor: Don Anderberg (Town of Pincher Creek)
– nominated by Garry Marchuk (M.D. of Pincher Creek)

Doug MacPherson, Larry Mitchell, Henry Van Hierden, Anne Marie Philipsen and Don Anderberg were elected to the Executive Committee.

Therefore, the following members will serve as the Executive Committee from December 6, 2012 to December 5, 2013:

Terry Michaelis – Chair
Gordon Wolstenholme – Vice-Chair
Doug MacPherson
Larry Mitchell
Henry Van Hierden
Anne Marie Philipsen
Don Anderberg

(d) Destruction of Ballots

Moved by: Geoffrey Krokosh

THAT the Board of Directors instruct administration to destroy the ballots.

CARRIED

6. REPORTS

(a) Executive Committee Report

Moved by: Walter Gripping

THAT the Board of Directors receive the Executive Committee Report for the meetings of October 11 and November 15, 2012, as information.

CARRIED

(b) GIS Newsletter

- The Urban GIS Project is about to go through somewhat of an overhaul as a migration to an updated software system is now underway and is expected to be complete by the fall of 2013 and will include a brand new look and added features. Once the new GIS is released the data will no longer be served out of the ORRSC office, but will be stored and served out of Blackbridge Geomatics' Data Centre. This will provide a much more secure data location in case of hardware failures, power outages, or disaster situations.
- The Town of Milk River has stepped forward as a sponsoring municipality for the 2013 Oldman River Region Urban Orthophotography Project. A Grant application was submitted to Alberta Municipal Affairs in late October and we hope to have confirmation early in the new year as we require the imagery to be captured by the beginning of June.. If successful, the

grant will cover the full cost of acquiring new high resolution imagery for 40 municipalities as well as some terrain files for those municipalities who were not part of the 2008 project.

- On November 14, ORRSC hosted GIS Day 2012, a gathering of local geospatial users demonstrating a variety of GIS applications being used in the region. The all-day event featured 11 presenters representing private industry, the federal and municipal government, and the University of Lethbridge.

Moved by: Jane Jensen

THAT the Board of Directors receive the December 2012 GIS Newsletter, as information.

CARRIED

7. BUSINESS

(a) Proposed Budget 2013

- Budget Highlights:

Revenue:

- Increase to Membership Fees (2012 TEA - approved by the Board in October)
- 5% increase in GIS Fees
- Increase in Fee-for-Service hourly rates (\$75/hr Planner; \$65/hr Technical Staff)
- Minimal increase in Subdivision Fees (forecasting \$250,000 in revenues)
- Seeking Regional Collaboration Grant (\$125,000)

Expenses:

- Planning Intern salary and expenses eliminated
 - Reduction in Salaries from \$1,400,000 to \$1,254,000
 - 3% Cost of Living Increase
 - Removal of Meeting and Mileage Fees for Board meetings
 - \$10,000 GIS Flooring (we have the flooring and \$,3000 insurance money from a water leak last year to be used by June 2013 to help pay for installation)
 - \$25,000 for GIS computers
- The Director met with Municipal Affairs today and spoke about finances. They said no funding is available, but we will continue to keep putting pressure on them. Grants will be applied for when possible – usually through a municipality. A number of large projects are proposed for next year as well which could increase our revenues. Operating reserves are now depleted and ORRSC will be in a deficit position at the end of 2012. A surplus of \$117,188 has been forecast for 2013.

Moved by: Doug MacPherson

THAT the 2013 Budget, as presented, be approved; as approved by the Executive Committee.

CARRIED

(b) Resolutions to Accept New Members and Provision of Service to Non-Members

- Alberta Municipal Affairs requested the Board approve motions to satisfy their requirements to update the ORRSC Bylaw and Regulation as follows:

Moved by: Anne Marie Philipsen

THAT the Board approve membership of the following municipalities to the Oldman River Regional Services Commission:

County of Newell
Town of Bassano
Town of Raymond
Village of Glenwood
Village of Hill Spring
Village of Stirling

AND THAT the Board requests the Minister of Municipal Affairs formally amend the Oldman River Regional Services Commission Regulation – Alberta 303/2003. **CARRIED**

Moved by: Don Anderberg

THAT the Board approve the provision of Geographic Information System services (web-delivered) to the following non-member municipalities outside of the Commission's member boundaries:

Town of Bow Island
Town of Taber (inside our boundary / non-member)
Town of Innisfail
Town of Olds
Town of Penhold
Town of Rocky Mountain House
Town of Sundre
Village of Alix
Village of Rosemary (inside our boundary / non-member)

CARRIED

Moved by: Dick Fenton

THAT the Board approve the provision of Regional Assessment Review Board services to the following member municipalities of the Oldman River Regional Services Commission for a prescribed yearly fee:

Village of Arrowwood	Village of Barnwell
Village of Barons	Cardston County
Town of Cardston	Town of Coaldale
County of Lethbridge	Village of Lomond
Town of Milk River	Village of Milo
Town of Nanton	Village of Nobleford
Town of Picture Butte	Town of Pincher Creek
Town of Stavely	Town of Vauxhall
Vulcan County	Town of Vulcan
County of Warner	M.D. of Willow Creek

CARRIED

(c) Finance Committee Information

- The Finance Committee objective is to create a five-year Financial Plan starting in January of 2013. Composition of the Committee as approved by the Executive Committee will be:

ORRSC Chair
1 Executive Committee Member
2 Chief Administrative Officers

- Board Member Geoffrey Krokosh suggested the Committee be expanded to five members to include one Board Member at large to avoid tie votes and provide more input from the Board.

Moved by: Henry Van Hierden

THAT the composition of the ORRSC Finance Committee be as follows:

ORRSC Chair
1 Executive Committee Member
2 Chief Administrative Officers
1 Board Member

AND THAT any one municipality cannot have both their Chief Administrative Officer and ORRSC Board Member sit on the Finance Committee at the same time. **CARRIED**

- All Chief Administrative Officers and Board members will be given the opportunity to submit their name for selection along with their qualifications and financial background. At their first meeting in 2013, the Executive Committee will select two CAOs and one Board Member from those expressing interest. Terms of Reference will be formulated at the first Finance Committee meeting.

8. ACCOUNTS

(a) Annual Organizational Board of Directors' Meeting – December 6, 2012

Moved by: Greg Robinson

THAT the following members' accounts for the Annual Organizational Board of Directors' Meeting of the Oldman River Regional Services Commission, held on Thursday, December 6, 2012, be approved and authorized paid, subject to attendance:

Member	Municipality	Return Mileage	Total Mileage + Meeting Fee
Bill Graff	Village of Arrowwood	288 km	\$248.00
Jane Jensen	Village of Barnwell	90 km	149.00
Alf Olsen	Village of Barons	100 km	154.00
Tom Rose	Town of Bassano	388 km	298.00
Roger Houghton	Cardston County	192 km	200.00
Tim Court	Town of Cardston	150 km	179.00
Doug Smith	Village of Carmangay	135 km	171.50
Jamie Smith	Village of Champion	170 km	189.00
Doug MacPherson	Town of Claresholm	186 km	197.00
Henry Pauls	Town of Coaldale	35 km	121.50
Marvin Slingerland	Town of Coalhurst	23 km	115.50
Tom Butler	Village of Coutts	220 km	214.00
Garry Hackler	Village of Cowley	220 km	214.00

Larry Mitchell	Mun. of Crowsnest Pass	296 km	252.00
Jerry Lonsbury	Mun. of Crowsnest Pass	296 km	252.00
Gordon Wolstenholme	Town of Fort Macleod	104 km	156.00
Darrell Edwards	Village of Glenwood	210 km	209.00
Walter Gripping	Town of Granum	154 km	181.00
Monte Christensen	Village of Hill Spring	180 km	194.00
Henry Doeve	County of Lethbridge	14 km	111.00
Brad Koch	Village of Lomond	178 km	193.00
Dennis Quinton	Town of Magrath	80 km	144.00
Terry Michaelis	Town of Milk River	175 km	191.50
Rafael Zea	Village of Milo	252 km	230.00
Dick Fenton	Town of Nanton	266 km	237.00
Anne Marie Philipsen	County of Newell	376 km	292.00
Tony Aleman	Village of Nobleford	80 km	144.00
Hank Hurkens	Town of Picture Butte	60 km	134.00
Garry Marchuk	M.D. of Pincher Creek No. 9	242 km	225.00
Don Anderberg	Town of Pincher Creek	220 km	214.00
Ronald Davis	M.D. of Ranchland No. 66	280 km	244.00
Greg Robinson	Town of Raymond	70 km	139.00
Barry Johnson	Town of Stavely	200 km	204.00
Michael Maynes	Village of Stirling	70 km	139.00
Ben Elfring	Municipal District of Taber	150 km	179.00
Russell Norris	Town of Vauxhall	200 km	204.00
Rod Ruark	Vulcan County	260 km	234.00
Paul Taylor	Town of Vulcan	200 km	204.00
Geoffrey Krokosh	County of Warner No. 5	110 km	159.00
Dannie Lien	Village of Warner	138 km	173.00
Henry Van Hierden	M.D. of Willow Creek No. 26	160 km	184.00

CARRIED

NOTE: Per diems and mileage for Board members attending Board meetings will cease effective January 1, 2013.

**(b) Summary of Balance Sheet and Statement of Income for the 9-month period:
January 1 - September 30, 2012**

Moved by: Walter Gripping

THAT the Board of Directors accept the Summary of Balance Sheet and Statement of Income for the 9-month period: January 1 - September 30, 2012, as information. **CARRIED**

9. STAFF PRESENTATION – by Senior Planner Steve Harty

“Amendments to Subdivision and Development Regulation: Abandoned Wells”

The ***Subdivision and Development Amendment Regulation*** establishes mandatory requirements for development and subdivision in proximity to abandoned oil and gas wells. The amended Regulation effective November 1, 2012 requires:

- **applicants** seeking subdivision or development approval to identify and consider the location of abandoned oil and gas wells on their property and apply the required setback as set out in the ERCB Directive 079, as applicable;
- **municipalities**, as part of the subdivision and development application process, to ensure that applicants have identified any abandoned oil and gas wells and applied the required setback.

A problem in Calmar, Alberta where three homes were demolished because they were built on an abandoned gas well that began leaking, resulted in the provincial government enacting legislation to try to prevent this from happening again.

ERCB Directive 079 Surface Development in Proximity to Abandoned Wells:

- prohibits surface structures on top of an abandoned oil and gas well;
- requires a minimum 5 metre setback radius around an abandoned oil and gas well;
- recommends that the applicant, the well licensee and the municipality discuss early in the planning stages possible land use in proximity to abandoned wells.

Abandoned well information is available:

- ERCB's Abandoned Well Viewer (www.ercb.ca)
- ERCB Customer Contact Centre by telephone (1-855-297-8311)
- Email (inquiries@ercb.ca)

All **subdivision applications** submitted to ORRSC for processing now require:

- a map of the search area from the ERCB viewer and a statement that there are no wells in the project area; or
- a list and map identifying the location of abandoned wells within the search area (including the surface coordinates, as provided by the viewer or ERCB Information Services).

For **development applications** where a permit is required including new buildings larger than 500 ft² or additions to buildings resulting in a building size greater than 500 ft², the Development Authority shall not approve the application if it would result in building or building site being located within minimum setback distance. This applies to all Development Authorities – both rural and urban municipalities.

Municipalities must comply with the amended Municipal Government Act, Subdivision and Development Regulation as it pertains to abandoned wells. As part of our role in being land use advisors to your municipality, we have adjusted our subdivision process to account for the new regulation, and we have prepared and sent out some recommendations on how to process development permit applications and how to help your ratepayers provide the required information.

10. ADJOURNMENT

Moved by: Gordon Wolstenholme

THAT we adjourn the Annual Organizational Board of Directors' Meeting of the Oldman River Regional Services Commission at 8:35 p.m. until Thursday, March 7, 2013 at 7:00 p.m. **CARRIED**

/bj

CHAIR: _____

Please circulate to Mayor/Reeve and Council for information



OLDMAN RIVER REGIONAL SERVICES COMMISSION

MINUTES - 1 (2013)
EXECUTIVE COMMITTEE MEETING
Thursday, February 14, 2013 at 7:00 p.m.
ORRSC Boardroom (3105 - 16 Avenue North, Lethbridge)

EXECUTIVE COMMITTEE:

Terry Michaelis - *Chair*
Gordon Wolstenholme - *Vice-Chair*
Henry Van Hierden (absent)
Doug MacPherson (absent)

Anne Marie Philipsen (absent)
Don Anderberg
Larry Mitchell

STAFF:

Lenze Kuiper – *Director*

Barb Johnson – *Executive Secretary*

AGENDA:

1. **Approval of Agenda** – February 14, 2013.....
2. **Approval of Minutes** – November 15, 2012.....(attachment)
3. **Business Arising from the Minutes**
4. **New Business**
 - (a) Finance Committee Selections.....(attachment)
 - (b) City of Brooks Membership Request.....
 - (c) GIS Recruitment.....(attachment)
 - (d) Planning Recruitment.....(attachment)
 - (e) CPAA Conference – April 15-17, 2013.....(attachment)
 - (f) Two-day Legislative Training for SDAB and MPC Members.....(attachment)
 - (g) New Staff.....
 - (h) Vehicle Report.....
5. **Accounts**
 - (a) Office Accounts
 - (i) October 2012.....(attachment)
 - (ii) November 2012.....(attachment)
 - (iii) December 2012.....(attachment)

- (b) Financial Statements
 - (i) January 1 - October 31, 2012.....(attachment)
 - (ii) January 1 - November 30, 2012.....(attachment)
 - (iii) January 1 - December 31, 2012.....(attachment)

- 6. Director's Report.....
- 7. Executive Report.....
- 8. Adjournment.....

CHAIR TERRY MICHAELIS CALLED THE MEETING TO ORDER AT 6:45 P.M.

1. APPROVAL OF AGENDA

Moved by: Don Anderberg

THAT the Executive Committee approves the agenda, as amended:

ADD: 4(h) Vehicle Report

CARRIED

2. APPROVAL OF MINUTES

Moved by: Gordon Wolstenholme

THAT the Executive Committee approves the minutes of November 15, 2012, as presented.

CARRIED

3. BUSINESS ARISING FROM THE MINUTES

None.

4. NEW BUSINESS

(a) Finance Committee Selections

- ORRSC contacted all CAOs and Board members by email on December 11, 2012 seeking two Chief Administrative Officers and one Board member to serve on the 2013 Finance Committee along with the Chair and one additional Executive Committee member. Three CAOs and two Board members responded, including:

CAOs: Cindy Vizzutti – M.D. of Willow Creek
 Kevin Stephenson – County of Newell
 Scott Barton – Town of Raymond / Village of Stirling

Board Members: Butch Pauls – Town of Coaldale
 Dick Fenton – Town of Nanton

- Don Anderberg volunteered as the additional Executive Committee representative as he is currently involved in the process of arriving at a fair funding formula between the Town and M.D. of Pincher Creek for EMS services with the assistance of a consultant, and some of this information may be applicable to our organization as well.
- The Executive Committee decided to expand membership on the Finance Committee to include all applicants as there was a good mix of municipal representation and experience. This will be a live committee, meeting 3 - 4 times per year and making recommendations to the Board. The Director will coordinate the first meeting as soon as possible.

Moved by: Larry Mitchell

THAT the following be appointed to the 2013 Finance Committee:

CAOs: Cindy Vizzutti – M.D. of Willow Creek
 Kevin Stephenson – County of Newell
 Scott Barton – Town of Raymond / Village of Stirling

Board Members: Butch Pauls – Town of Coaldale
 Dick Fenton – Town of Nanton

Executive Committee: Terry Michaelis – Town of Milk River (Chair)
 Don Anderberg – Town of Pincher Creek

CARRIED

(b) City of Brooks Membership Request

- ORRSC began providing planning services to the City of Brooks on January 1, 2013 for an annual fee of \$65,000. They will also require a new Land Use Bylaw, Area Structure Plan amendment and Municipal Development Plan in the near future. The City of Brooks was also processing subdivision applications for Rosemary, Duchess and Tilley, so we are investigating taking over this as well.
- Committee members expressed concern about our increased workload and ability to meet current deadlines. Director Lenze Kuiper is doing planning work for Brooks in the interim until more planning staff are hired.

Moved by: Gordon Wolstenholme

THAT the Executive Committee recommends to the Board of Directors that the City of Brooks be accepted as a member of the Oldman River Regional Services Commission effective January 1, 2013.

CARRIED

(c) GIS Recruitment

- Senior Graphics Technologist Cal Kembel who was working three days a week retired at the end of 2012. GIS Technologist Steven Ellert has gone from working full time to two days a week beginning January 2013. One Junior/Intermediate CAD/GIS Technologist will be hired to fill these vacant positions.

(d) Planning Recruitment

- Assistant Planner Michelle Grenwich and Planner Jonathan Schmidt resigned in September and December 2012 respectively and we are currently seeking to fill both positions.

- Municipal Land Use Planner responsibilities will include:
 - Preparation and amendment of statutory plans, bylaws and other planning studies
 - Processing and review of subdivision applications, drafting of resolutions and public notices
 - Provision of day-to-day planning and development advice and interpretation to municipal clients and ratepayers
 - Attendance and participation at municipal meetings
 - Coordination and conducting of research, collection and analyzing of data

We are looking for someone with a minimum of five years experience, who will be able to take over communities immediately. Of the 10 applicants — 3 were shortlisted, 2 were interviewed and 1 withdrew their application.

- The Municipal Planning Assistant responsibilities will include:
 - Providing technical and graphical assistance in the preparation of statutory plans and other planning studies
 - Assisting in preparing and analyzing surveys, annexation reports and community profiles
 - Processing and issuing of Development Permits and Compliance Certificates
 - Providing secretarial duties for Subdivision and Development Appeals
 - Assisting Planners in the review of subdivision applications
 - Conducting research, collecting and analyzing data
 - Managing internal library and acquisitions
 - General support services (filing, photocopying, reception back-up, etc.)

This is a junior position for someone just out of university or one year experience. 20 applications were received and interviews have not yet begun.

(e) CPAA Conference – April 15-17, 2013

- ORRSC will sponsor two members of the Executive Committee to attend the CPAA Conference in Red Deer April 15-17, 2013 (including registration fee, accommodation, meals and mileage). Gordon Wolstenholme and Don Anderberg will attend (tentatively), but need to check their schedules before confirming.

Moved by: Don Anderberg

THAT two members of the Executive Committee be authorized to attend the 2013 CPAA Conference at the expense of ORRSC. **CARRIED**

(f) Two-day Legislative Training for SDAB and MPC Members

- Senior Planner Steve Harty attended a two-day Legislative Training workshop sponsored by the M.D. of Willow Creek on February 1-2, 2013. ORRSC offers similar training, but we wanted to assess the course content and see if we are on track. Steve determined that we are following correct appeal procedures.

(g) New Staff – CAD/GIS Technologist

- Kaylee Kinniburgh began working on February 4, 2013 as our new CAD/GIS Technologist.

(h) Vehicle Report

- ORRSC currently owns three vehicles: 2010 Jeep (108,000 kms)
2009 Calibre (106,000 kms)
2008 Sebring (107,000 kms)
- In the past our policy was to sell vehicles privately when they reached 90,000-100,000 kms. Mike Burla has offered to buy the 2010 Jeep for a fair price if we are willing to sell it (approximate value \$11,500).
- Since the Finance Committee Report suggested keeping vehicles longer (to 160,000 kms) to reduce expenses, this issue will be referred to the newly formed Finance Committee.

5. ACCOUNTS

(a) Office Accounts

(i) October 2012

5160	Staff Field Expense	J. Schmidt	\$ 17.15
5170	Staff Conference & Area	J. Schmidt	215.47
5151	Vehicle Gas & Maintenance	Imperial Oil	373.15
5170	Staff Conference & Area	Lethbridge College	216.90
5280	Janitorial Services	Madison Ave Business Services	435.99
5285	Building Maintenance	Cam Air Refrigeration	195.85
5285	Building Maintenance	Spencer Dakin Kuiper	950.00
5160	Staff Field Expense	Petty Cash (G. Scott, J. Thomas - meal) ...	15.62
5320	General Office Supplies	Petty Cash (sympathy card)	5.99
5520	Meetings	Petty Cash (juice, Tim Hortons, Sobeys)....	102.38
5530	Coffee & Supplies	Petty Cash (coffee & coffee filters)	37.95
5285	Building Maintenance	Weings Sprinkler	80.00
5310	Telephone	Bell Mobility	554.60
5310	Telephone	Telus	332.34
5580	Equipment & Furniture Rental	Telus	123.48
5310	Telephone	Telus	61.28
5320	General Office Supplies	Pitney Bowes	101.95
5320	General Office Supplies	Corporate Express	11.88
5380	Printing & Printing Supplies	Corporate Express	77.98
5380	Printing & Printing Supplies	Peak Vocational Services	90.00
5320	General Office Supplies	Desjardins	143.75
5380	Printing & Printing Supplies	Desjardins	349.80
5570	Equipment Repairs & Maintenance	Desjardins	142.71
5330	Dues & Subscriptions	Sunny South News	22.00
5390	Graphic & Drafting Supplies	Continental Imaging Products	1,875.21
5440	Land Titles Office	Government of Alberta	390.00
5470	Computer Software	Abacus Datagraphics	2,500.00
5540	Other	Purolator	29.74
5580	Equipment & Furniture Rental	Xerox	960.00
1160	GST Receivable	GST Receivable	444.94
		TOTAL	<u>\$10,858.11</u>

(ii) November 2012

5150	Staff Mileage	B. Brunner	\$ 50.00
5151	Vehicle Gas & Maintenance	Imperial Oil	407.07
5170	Staff Conference & Area	Brownlee LLP.....	125.00
	B. Brunner - Calgary - "Emerging Trends" - Feb. 7/13 - registration fee		
5170	Staff Conference & Area	Brownlee LLP.....	125.00
	M. Burla - Calgary - "Emerging Trends" - Feb. 7/13 - registration fee		
5280	Janitorial Services	Madison Ave Business Services.....	475.00
5285	Building Maintenance	Kost Fire Equipment	194.90
5285	Building Maintenance	Wild Rose Horticultural	300.00
5310	Telephone	Bell Mobility.....	603.26
5310	Telephone	Telus	84.13
5310	Telephone	Telus	332.89
5580	Equipment & Furniture Rental	Telus	202.68
5330	Dues & Subscriptions	ASET.....	280.00
5330	Dues & Subscriptions	Minister of Finance.....	50.00
5430	Aerial Photos & Maps	County of Lethbridge	240.00
5430	Aerial Photos & Maps	M.D. of Pincher Creek	100.00
5440	Land Titles Office	Minister of Finance.....	284.00
5460	Public Relations	Bonnie Brunner	50.00
5460	Public Relations	Gail Kirkman	50.00
5460	Public Relations	Gavin Scott	50.00
5460	Public Relations	Jordan Thomas.....	50.00
5460	Public Relations	Steven Ellert.....	100.00
5460	Public Relations	Sherry Johnson.....	300.00
5460	Public Relations	Cal Kembel	350.00
5490	Consultants	Steve Visser	500.00
5500	Subdivision Notification	Lethbridge Herald	421.04
5520	Meetings	Costco.....	210.91
5540	Other	Robert Russell	100.00
5540	Other	Richard Bengry	100.00
5540	Other	Dalton Jensen	100.00
5570	Equipment Repairs & Maintenance	Reiter Computer Associates	225.00
5580	Equipment & Furniture Rental	Xerox.....	2,389.58
1160	GST Receivable	GST Receivable.....	303.25
		TOTAL	<u>\$9,153.71</u>

(iii) December 2012

5150	Staff Mileage	D. Horvath.....	\$ 200.00
5150	Staff Mileage	S. Johnson	45.50
5320	General Office Supplies	S. Johnson	46.32
5530	Coffee & Supplies	S. Johnson	12.99
4140	Approval Fees	Serfas Farms	450.00
4210	Grant Revenue	Pacific Alliance Technologies	4,603.07
4210	Grant Revenue	Pacific Alliance Technologies	1,188.00
5151	Vehicle Gas & Maintenance	Imperial Oil.....	393.31

5151	Vehicle Gas & Maintenance	Imperial Oil.....	184.16
5280	Janitorial Services	Madison Ave Business Services.....	434.99
5310	Telephone	Telus Communications	485.81
5310	Telephone	Bell Mobility.....	563.00
5310	Telephone	Telus Communications	333.20
5580	Equipment & Furniture Rental	Telus Communications	158.13
5310	Telephone	Telus Communications	58.57
5320	General Office Supplies	Dejardins Card Services	156.14
5330	Dues & Subscriptions	Nanton News	52.99
5330	Dues & Subscriptions	APPI.....	467.64
5320	General Office Supplies	Petty Cash (calendars, post-it notes)....	90.03
5520	Meetings	Petty Cash (Sobeys - GIS training Nov. 30/12)	31.06
5530	Coffee & Supplies	Petty Cash (coffee)	24.97
5390	Graphic & Drafting Supplies	Adler Graphics	200.00
5430	Aerial Photos & Maps	County of Warner.....	120.00
5440	Land Titles Office	Minister of Finance.....	182.00
5460	Public Relations	Costco.....	95.99
5460	Public Relations	Sobeys.....	168.69
5500	Subdivision Notification	Lethbridge Herald	509.96
5570	Equipment Repairs & Maintenance	CIP	89.68
5570	Equipment Repairs & Maintenance	Xerox.....	869.11
5580	Equipment & Furniture Rental	Xerox.....	668.64
5580	Equipment & Furniture Rental	Pitney Bowes	292.03
1160	GST Receivable	GST Receivable.....	573.87
		TOTAL	<u>\$13,749.85</u>

Moved by: Gordon Wolstenholme

THAT the Executive Committee approves the Office Accounts of October (\$10,858.11), November (\$9,153.71) and December (\$13,749.85) 2012, as presented. **CARRIED**

(b) Financial Statements –

- (i) January 1 - October 31, 2012**
- (ii) January 1 - November 30, 2012**
- (iii) January 1 - December 31, 2012**

- Revenues for 2012 were short \$300,000 between budget and actual. We also saved \$75,000 in expenses from budgeted amounts.
- Committee members asked the Director to analyze current projects and prepare quarterly reports (beginning with the March Executive meeting) outlining when these revenues are expected to be collected to get a more accurate financial picture.

Moved by: Larry Mitchell

THAT the Executive Committee approves the following unaudited Financial Statements as presented:

- January 1 - October 31, 2012
- January 1 - November 30, 2012
- January 1 - December 31, 2012

CARRIED

6. DIRECTOR'S REPORT

- ORRSC has obtained the contract for the preparation of several Intermunicipal Development Plans through a grant sponsored by Vulcan County (\$250,000).
- The 2013 Orthophotography Project grant has also been approved (\$250,000), although this is money in and out.
- The Director attended an Economic Development Lethbridge 10-year Anniversary Appreciation Night – there is optimism around West Jet coming to Lethbridge.

7. EXECUTIVE REPORT

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

8. ADJOURNMENT

Moved by: Gordon Wolstenholme

THAT we adjourn the regular meeting of the Executive Committee of the Oldman River Regional Services Commission at 8:20 p.m. until Thursday, March 14, 2013. **CARRIED**

/bj

CHAIR: _____



Alberta SouthWest Regional Alliance

Minutes of the Board of Directors Meeting

Wednesday February 6, 2013

Putters Restaurant, The Bridges Golf Course, Claresholm

Board Representatives

Shawn Patience, Fort Macleod
Bruce Decoux, Crowsnest Pass
Bob Campbell, Hill Spring
Barney Reeves, Waterton Lakes
Dick Fenton, Nanton
Ben Goetz, Glenwood
Walter Gripping, Granum
Shane Hansen, Cardston County
Dennis Gillespie, Stavely
Born Berg, MD Pincher Creek
Mary Kittlaus, Cowley
David Moore, Claresholm
Ernie Olsen, Pincher Creek

Guest Councillors

Connie Quayle
Daryl Sutter

Livingstone Range School Division

Martha Ratcliffe, Trustee

Resource Persons

Linda Erickson, Regional Director, AEAE
Bill Hodgins, Manager, Tourism Investment Branch ATPR
Fran Hohol, PKF Consulting
Mary Mahon Jones, Mahon Jones and Associates
Bev Thornton, Executive Director, AlbertaSW
Bob Dyrda, Communications Coordinator, AlbertaSW



1. Welcome and Introductions
2. Approval of Agenda
Tourism Investment Opportunity
Assessment Project moved from #10 to #3.
Moved by Dick Fenton THAT in the agenda be approved as revised
Carried. [2013-02-294]
3. Tourism Investment Opportunity
Assessment Project :
Bill Hodgins, Fran Hohol and Mary Mahon Jones provided an update on the project activities, scheduled to be completed by spring 2013.
4. Approval of Minutes
Error noted in attendance list.
Moved by Walter Gripping THAT the minutes of December 5, 2012 be approved as corrected.
Carried. [2013-02-295]
5. Approval of Cheque register
Moved by Shane Hansen THAT cheques #1159 - #1197 be approved as presented.
Carried. [2013-02-296]
6. Election of Executive Officers (continued from last meeting)
Ernie Olsen nominated Brian "Barney" Reeves as Vice Chair
Moved by David Moore THAT nominations cease.
Carried. [2013-02-297]

Shawn Patience nominated David Moore as Secretary Treasurer.
Ben Goetz nominated Bjorn Berg, who declined.
Moved by Barney Reeves that nominations cease.
Carried. [2013-02-298]

Moved by Shawn Patience THAT Ernie Olsen be designated as signing authority.
Carried. [2013-02-299]

- | | | |
|-----|--|--|
| 7. | Amendment to Grant Agreement | Moved by Bjorn Berg THAT Alberta SouthWest Regional Alliance Ltd sign the Amending Agreement dated January 16, 2013, to the Alberta Enterprise and Advanced Education Operational Grant G128241-RDB-02.
Carried. [2013-02-300] |
| 8. | Update: Chairs and Managers Meeting, January 16-17, 2013 | Shane Hansen and Bob Dyrda reported on the provincial meeting held in Cochrane. Further notes will be forthcoming and will be shared with the Board. |
| 9. | Update: Cowboy Trail Tourism Association AGM held December 14, 2012 | Walter Gripping reported that the group will carry on with reduced membership fees, maintain the website and offer advertising opportunities.
Moved by Walter Gripping THAT AlbertaSW become a community member of CCTA.
Carried. [2013-02-301] |
| 10. | AlbertaSW Planning Priorities | Bev presented a chart listing Operations, Services and Projects, as sustainability planning will require ensuring that resources are attached to priorities.
This will be discussed in more detail at the next meeting. |
| 11. | AlbertaSW AGM-June 5, 2013 | Consensus that we hold this event in Waterton, and try to coordinate it with the unveiling of the kiosk display panel project. Bev will book the venue and draft VIP invitations. |
| 12. | Communications Coordinator Report | Accepted as information.
Web stats will also be provided via e-mail. |
| 13. | Executive Director Report | Accepted as information. |
| 14. | Round Table Updates | |
| 15. | Next Board Meetings
Wednesday March 6, 2013-Crowsnest Pass
Wednesday April 3, 2013-Hill Spring | |
| 16. | Adjournment | Moved by David Moore THAT the meeting be adjourned.
Carried. [2013-02-302] |

Chair

Date

Approved April 3, 2013

Secretary/Treasurer

Date

Alberta SouthWest Bulletin - April 2013



Regional Economic Development Alliance (REDA) Update

- AlbertaSW, as part of the Crown of the Continent Geotourism Council, was represented at the recent Montana Governor's Conference on Tourism in Helena MT. The legislature was in session and the new Governor, Steve Bullock, addressed the 400 delegates with a clear message that tourism development and promoting the state are vital pieces of the economy.
- The "SouthWest Connect" Wi-Fi radio and signage installations are in progress. Locations continue to demonstrate increased usage.
- Web visitation to albertasouthwest.com in the winter "slow" season" has reached spring levels.
- The most visited website page is the regional "EVENTS CALENDAR".
A social media and newspaper ad campaign is underway to create increased awareness of this resource. Communities and organizations and businesses are encouraged to post their events on the site. It is free of charge and easy to do.
Call this office if you need more information. Your events need to be there!



- Local organizations and businesses are welcome to install this banner on their own websites, which will link to the regional EVENTS calendar. This "cross linking" strategy is an advantage in bringing traffic to both sites. Call this office and we can help get you connected!

UPCOMING

- **Growing Rural Tourism Conference: "13 Reasons Why"**
Monday April 8 - Wednesday April 10, 2013 – Camrose www.GrowingRuralTourism.ca
Registration \$315; deadline April 5, 2013 One day only \$185
- **Economic Developers Alberta (EDA) Conference** www.edaalberta.ca
Wednesday April 10 - Friday April 12, 2013 – Kananaskis
Registration \$490.
- **Chinook Country Tourism Association AGM and Conference** contact myrna@chinookcountry.com
Wednesday April 17, 2013 and Thursday April 18, 2013 – Lethbridge
AGM Free; Conference \$75; Registration deadline April 12, 2013
- **Travel Alberta Road Show**
Monday April 29, 2013 - Golf Clubhouse Pincher Creek
PLEASE PRE-REGISTER (no charge) at www.signup4.net/Public/ap.aspx?EID=TRAV148E
Arrival 9:00 a.m.; Presentations 9:30 a.m.; Lunch provided 12:00 to 12:30 p.m.; Round Tables 12:30 to 2:00 p.m.
Travel Alberta business and marketing strategy 2013-16 and "what's new" with brand development
- **Accelerate SOUTH50** www.south50accelerate.com
Tuesday April 30 - Wednesday May 1, 2013 - Coast Hotel and Convention Centre, Lethbridge
Registration \$30.
- **4th Annual Crown Round Table Conference** www.crownroundtable.org
Wednesday September 11 - Friday September 13, 2013 – Glacier Park Lodge, East Glacier MT



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Livingstone Range
SCHOOL DIVISION No. 68

March 25, 2013

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

Attention: Mayor David Moore

Dear Mayor Moore:

Further to Livingstone Range School Divisions' concerns on declining enrollment in our rural schools, the Board of Trustees has identified '*Collaboration with Municipal Partners*' as one of their priorities in the LRSD No. 68 2012-2015 Three Year Education Plan to address this issue. We realize that vibrant schools not only contribute to strong communities, but are essential in serving students' needs both now and in the future.

With this priority in mind, we hope to achieve the following two outcomes:

- 1) Work with partners to strengthen schools and communities;
- 2) Ensure existing community and school resources are fully utilized to benefit the community as a whole.

For this purpose, the Board of Trustees would like schedule meetings, by community, with our municipal counterparts. In the meantime, one of our Trustees will be contacting you directly in the near future to inquire about your thoughts and ideas on how we can move forward together with this initiative.

We look forward to working with you in the future. If you have any questions, please contact myself at ratcliffem@lrsd.ab.ca.

Sincerely,

Martha Ratcliffe
Chair

committed to learning ... dedicated to students ... enriching communities ...





*Thank you for all your support with the
Bantam "D" Provincial Tournament!*

A handwritten signature in blue ink, likely belonging to a member of the organizing committee.

*The Bantam D Provincial Tournament
Organizing Committee*