



TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
JANUARY 14, 2013
AGENDA

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

CALL TO ORDER

AGENDA: ADOPTION OF AGENDA

MINUTES: REGULAR MEETING MINUTES DECEMBER 17, 2012

FINANCES: DECEMBER 2012 BANK STATEMENT

DELEGATION: OLDMAN WATERSHED COUNCIL: Shannon Frank

ACTION ITEMS:

1. BYLAW #1583 – Fortis Franchise Agreement
RE: 1st Reading
2. CORRES: Neil Brint
RE: Tamarack Road
3. CORRES: Claresholm Golf Club
RE: 2013 General Liability Insurance
4. POLICY #GA 01-13: Town Tables and Chairs
5. STAFF REPORT: Other 2012 Capital Infrastructure Projects Update
6. STAFF REPORT: 2013 Capital Budget
7. ADOPTION OF INFORMATION ITEMS
8. IN CAMERA: Personnel

INFORMATION ITEMS:

1. Cheque Listing for Accounts Payable – December 2012
2. Southern Alberta Energy from Waste Association – December 2012 Newsletter
3. Southern Alberta Energy from Waste Association – Approved Budget 2013
4. WCCHS Navigator – January 7, 2013
5. WCCHS Modernization Update – December 20, 2012
6. Claresholm & District Transportation Society Special Meeting Minutes – December 13, 2012
7. Claresholm Public Library Board Meeting Minutes – November 19, 2012
8. The Pipeline Water Co-op Ltd. Meeting Minutes – October 23, 2012
9. Alberta Environment & Sustainable Resource Development – Forest Health December 17, 2012
10. Claresholm Animal Rescue Society Meeting Minutes – October 18, 2012
11. Claresholm Animal Rescue Society Meeting Minutes – November 15, 2012
12. West Meadow Elementary School Newsletter – January 2013

ADJOURNMENT



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING MINUTES
DECEMBER 17, 2012**

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 Van Amerongen that the Agenda be accepted as presented.

CARRIED

MINUTES: **REGULAR MEETING – NOVEMBER 26, 2012**

Moved by Councillor Fieguth that the Regular Meeting Minutes of November 26, 2012 be accepted as presented.

CARRIED

FINANCES: **NOVEMBER 2012 BANK STATEMENT**

Moved by Councillor Quayle to accept the November 2012 bank statement as presented.

CARRIED

ACTION ITEMS:

1. BYLAW #1582 - Borrowing
RE: All Readings

Moved by Councillor MacPherson to give Bylaw #1582, a borrowing bylaw, 1st Reading.

CARRIED

Moved by Councillor Van Amerongen to give Bylaw #1582, a borrowing bylaw, 2nd Reading.

CARRIED

Moved by Councillor Hubka to give unanimous consent to give Bylaw #1582, a borrowing bylaw, 3rd and Final Reading at this meeting.

CARRIED

Moved by Councillor Quayle to give Bylaw #1582, a borrowing bylaw, 3rd and Final Reading.

CARRIED

2. CORRES: Claresholm & District Transportation Society
RE: Letter of Support

Moved by Councillor Hubka to write a letter of support towards the Claresholm & District Transportations Society's application to the MARD (Medically At-Risk Driver) Centre's pilot project.

CARRIED

3. CORRES: Zone 1 Alberta 55+ Senior Games
RE: Aquatic Centre Use

Moved by Councillor MacPherson to allow the Zone 1 Alberta 55+ Senior Games to use the Claresholm Aquatic Centre free of charge on May 11th, 2013 from 1:00 to 4:00pm for the Zone I tryouts.

CARRIED

4. 2013 OLDMAN RIVER REGION Urban Orthophotography Project

Moved by Councillor MacPherson to participate in an application for the 2013 Oldman River Region Urban Orthophotography Project submitted by the Town of Milk River under the Regional Collaboration component of the Regional Collaboration Program, and to abide by the terms of the Conditional Grant Agreement governing the purpose and use of the grant funds.

CARRIED

5. CORRES: Trisha Carleton
RE: Claresholm Public Library Board

Moved by Councillor Sutter to appoint Trisha Carleton to the Claresholm Public Library Board.

CARRIED

**6. CORRES: Robert Milton
RE: Assessment Review Board**

Moved by Councillor Van Amerongen to appoint Robert Milton to the Assessment Review Board.

CARRIED

7. POLICY #GA 12-12: Inventory

Moved by Councillor MacPherson to adopt Policy #GA 12-12 regarding Inventory effective December 17, 2012.

CARRIED

8. ADOPTION OF INFORMATION ITEMS

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

CARRIED

9. IN CAMERA: Legal

Moved by Councillor MacPherson to go In Camera.

CARRIED

Moved by Councillor Hubka to come out of In Camera.

ADJOURNMENT: Moved by Councillor Quayle that this meeting adjourn at 8:09pm.

CARRIED

Mayor – David Moore

Chief Administrative Officer – Kris Holbeck

**TOWN OF CLARESHOLM
DECEMBER 2012 BANK STATEMENT**

RECONCILED BALANCE NOVEMBER 30, 2012 **\$305,997.60**

| <u>DEPOSITS TO BANK</u> | DEBITS | CREDITS | BALANCE |
|-------------------------------------|--------------|--------------|---------------------|
| RECEIPTS FOR MONTH | \$343,505.06 | | |
| REVOLVING LOAN RECEIVED | 0.00 | | |
| CURRENT ACCOUNT INTEREST | 199.23 | | |
| GIC REDEEMED | 520,000.00 | | |
| INTEREST ON GICS | 2,407.88 | | |
| TRANSFERS FROM T-BILLS | 0.00 | | |
| SUBTOTAL | \$866,112.17 | | |
| <u>CHARGES TO ACCOUNT</u> | | | |
| ACCOUNTS PAYABLE | | \$377,749.36 | |
| PAYROLL CHARGES | | 113,809.49 | |
| INTEREST ON REVOLVING LOAN | | 0.00 | |
| REVOLVING LOAN PAID | | 0.00 | |
| LOAN PAYMENTS | | 199,018.75 | |
| MASTERCARD PAYMENT | | 590.08 | |
| TRANSFERS TO T-BILLS / GIC PURCHASE | | 10,000.00 | |
| NSF CHEQUES | | 0.00 | |
| SERVICE CHARGES | | 184.89 | |
| SCHOOL FOUNDATION PAYMENT | | 0.00 | |
| SUBTOTAL | | \$701,352.57 | |
| NET BALANCE AT END OF MONTH | | | \$470,757.20 |

| <u>BANK RECONCILIATION</u> | | | |
|---|------------|-------------|---------------------|
| BALANCE PER BANK | 729,556.08 | | |
| PLUS OUTSTANDING DEPOSITS | 10,908.13 | | |
| LESS OUTSTANDING CHEQUES | | -269,707.01 | |
| RECONCILED BALANCE DECEMBER 31, 2012 | | | \$470,757.20 |

| <u>OTHER BALANCES:</u> | | | |
|------------------------------------|----------------|--------|--|
| EXTERNALLY RESTRICTED T-BILLS | \$458,957.33 | | |
| EXTERNALLY RESTRICTED GIC'S (FCSS) | \$10,000.00 | | |
| NON-RESTRICTED GIC'S | \$2,261,270.13 | | |
| PARKING RESERVE | \$3,587.74 | | |
| WALKING PATHS RESERVE | \$1,962.49 | | |
| OFFSITE LEVY RESERVE | \$61,987.97 | | |
| SUBDIVISION RESERVE | \$35,845.21 | | |
| REVOLVING LOAN BALANCE | | \$0.00 | |

SUBMITTED TO TOWN COUNCIL THIS 14th DAY OF JANUARY 2013

| | |
|---|---|
| <p><i>K. Wilhauk</i> Submitted: Karine Wilhauk Secretary Treasurer</p> | <p style="text-align: right;"><i>K. Holbeck 1/4/2013</i> Reviewed: Kris Holbeck, CA Chief Administrative Officer</p> |
| <p>Mayor: David Moore</p> | |

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 day of 2013 A.D.

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

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

David Moore, Mayor

Kris Holbeck, CAO

Bylaw # 1583
Schedule "A"

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 June, 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 June 1, 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.

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) 514-5760
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.



January 10, 2013

Kris Holbeck
Town of Claresholm
221 45th Avenue West
Claresholm, AB T0L 0T0

Subject: **Renewal of the Electric Distribution System Franchise Agreement**

Dear Ms. Holbeck:

FortisAlberta is requesting the Town of Claresholm to begin the process of terminating the existing agreement and or extension agreement and completing the process to execute the new franchise agreement. The following package of information has been provided to ensure that both parties are clear on the process and information that is required to execute this new agreement and for approval by the Alberta Utilities Commission (AUC).

The new franchise agreement provides Municipalities with many benefits from reporting, limiting liability to ensuring Municipality satisfaction on ground reclamation work completed by FortisAlberta, much more than just a source of revenue.

There are also benefits for FortisAlberta which include exclusivity to provide power distribution services to your community along with a long term agreement which allows FortisAlberta to secure low interest long term debt. FortisAlberta invests these funds into new services or upgrades resulting in low construction costs for customers to build these services in your community, investing in your growth.

Attached for your consideration is the new electric distribution system franchise agreement recently negotiated in tri-party negotiations with the Alberta Urban Municipalities Association (AUMA), ATCO Electric and FortisAlberta, as reviewed and approved by the (AUC).

Additional Benefits

- FortisAlberta will provide revenue information derived from the distribution and transmission revenue collected in the Town of Claresholm by September 1st of each year (Article 5 a). This will allow the municipality to properly budget and predict revenue from the franchise fee.
- The franchise agreement closes the no-investment streetlight option (Rate33), (Article 11 b).
- FortisAlberta will obtain approval from the municipality on all planned work within the municipality estimated at or above \$100,000. For projects below \$100,000 FortisAlberta still provides written notice to the municipality. (Article 14)

- Joint Use of right-of-ways for third parties has an added municipal approval process as outlined in Article 17.
- New Street Light Catalog, non-standard lighting agreement and other street light processes have been documented within the agreement. (Article 11)

FortisAlberta would be pleased to discuss this franchise agreement and or present to council this new agreement and answer any questions or concerns the council or administration might have. If you have any additional questions or concerns please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. MacNaughton', with a long horizontal line extending to the right.

Merlin MacNaughton
Supervisor, Stakeholder Relations Manager

cc:
Dave Hunka, Manager of Customer Relations – FortisAlberta
Paula Kot, Customer Relations Specialist - FortisAlberta

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT PROCEDURE

The procedure for obtaining the approval of the Alberta Utilities Commission (the "Commission") was developed by FortisAlberta and is outlined below for your information.

1. AFTER FIRST READING:

- 1.1 After Council consents to the Agreement and first, or first and second, reading is given to the bylaw, the Mayor and the Chief Administrative Officer will complete the Application to the Alberta Utilities Commission for Approval of an Electric Distribution Franchise Agreement. The application letter may be transposed on the Municipality's letterhead, or the Commission will accept the letter as written as long as it is signed by the Mayor and the Chief Administrative Officer. On Page 2 of the bylaw, the space concerning the 'first' reading (and second if applicable) must be completed by the Mayor and the Chief Administrative Officer; original signature(s) or a certified true copy under municipal seal must be provided. If the Bylaw has received a second reading, the appropriate date must be inserted.
- 1.2 When the Commission receives the Application, the Commission's Notice is completed and published in the Municipality's local newspaper.
- 1.3 Once the time specified in the Notice for interested parties to enter an objection has elapsed, and if no objections to the application are received, the Commission will proceed to determine the application without a hearing.
- 1.4 If objections are received by the Commission, a hearing may be required.

2. SUMMARY:

- 2.1 AFTER FIRST, OR FIRST AND SECOND, READING OF THE BYLAW, forward the package, including the following, to FortisAlberta's Stakeholder Relations Manager:
 - a) One copy of the Application Letter;
 - b) Two copies of the executed bylaw;
 - c) One copy of the Electric Distribution System Franchise Agreement - unsigned and undated;
- 2.2 FortisAlberta will develop an application for the municipality-specific franchise fee rider;
- 2.3 FortisAlberta will forward the complete package to the Commission electronically, including:
 - a) Town application letter;
 - b) One copy of the Town bylaw;
 - c) One copy of the unsigned Electric Distribution System Franchise Agreement;
 - d) FortisAlberta rider application letter;
 - e) FortisAlberta municipality-specific franchise fee rider application;
 - f) Back-up as requested by the Commission.

3. AFTER ALBERTA UTILITIES COMMISSION APPROVAL

- 3.1 Once the Commission issues the Commission Order approving the Application, Merlin MacNaughton will return two bound copies of the Bylaw and Franchise Agreement, along with the unsigned termination letter agreement, to the Municipality. The Municipal Council can proceed with second (if still outstanding) and third readings of the bylaw (both readings can be given at the same Council Meeting.)

- 3.2 Both bound copies of the Electric Distribution System Franchise Agreement and Bylaw need to be signed and sealed by the Mayor and the Chief Administrative Officer. The effective date as noted on page one (1) of the Agreement will be the date of January 1st of the year following third reading.
- 3.3 The termination letter agreement needs to be signed by the Mayor and the Chief Administrative Officer. The effective date will be the commencement date of the new Franchise Agreement, as noted in clause 3.2.
- 3.4 Return the two signed Franchise Agreements, executed Bylaw copies, the signed Termination and Acknowledgement Agreement and the completed Franchise Agreement Payment Information Request to the Stakeholder Relations Manager for FortisAlberta signatures.
- 3.5 After FortisAlberta's officials have signed the Agreements, one copy will be returned to you and an electronic copy will be sent to the Commission for their records.
- 3.6 Once the AUC approves the franchise fee and linear tax riders, FortisAlberta will levy the fees against the retailer billings and will forward all monies collected for the franchise fee to the municipality in accordance with the terms of the franchise agreement.

Neil Brint
P.O. Box 3174
1 Tamarack Road
Claresholm. AB.
T0L 0T0

Calaresholm Town Council

12th December 2012

The Mayor and Members of Council

I find it necessary to write to you as I have not been able to get the desired result from the other avenues that I have pursued.

In the summer of 2011, as you know, a problem with the sewer installation on Tamarack Road arose. At the time the "Town" admitted responsibility and undertook the necessary remedial action of several homes.

As fall was approaching I had a conversation with **Mr. Mike Schuweiler** and arranged to delay the work at my residence until the spring of 2012. Then in the summer of 2012, I again engaged in a conversation with Mike and indicated that if the "Town" was prepared to put in writing that they would be prepared to undertake the remedial work at a later date, if and when I experienced a problem, then I was prepared to wait until that time. After a suitable amount of time and not having had any further development I again had a conversation with Mike at which time he indicated that I should talk to **Mr. Jeff Gibeau**. I contacted Jeff on at least 2 separate occasions. The first was to make my request to get the conditions in writing at which time he said he would confer with Mike and get back to me. As Jeff never got back to me I called him a second time to enquire as to the status of my request. He indicated that he needed to look in to the matter further and he would then get back to me.

The summer of 2012 has now turned into the fall of 2012 and still no work has been done and I still do not have any commitment from the town.

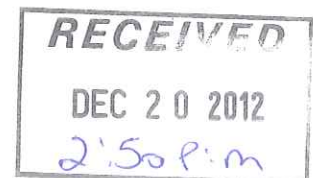
This means that it will now be approximately 2 years from the time that the problem arose to the time that the work can be undertaken.

I feel that the town is hoping the issue will simply go away.

Yours truly,



NEIL BRINT





December 19, 2012

Mayor Moore & Council
Town of Claresholm
Box 1000
Claresholm, AB. T0L 0T0

Re. Request to pay 2013 General Liability Insurance

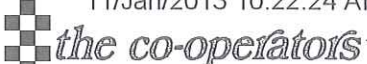
Dear Mayor Moore and Council

The Bridges at Claresholm Golf Club has received its 2013 general liability insurance policy from the co-operators. The total amount of this policy is \$2,345.00. We would like to make a request to Town Council to pay this amount to the co-operators on behalf of the Golf Club.

A copy of this policy is included with this letter. Your consideration to this letter is greatly appreciated. Thank You.

Sincerely

Larry Ford
President



CO-OPERATORS GENERAL INSURANCE COMPANY (hereinafter called the company)

**COMMERCIAL PREMIUM NOTICE/OFFER TO RENEW
VNP CULTURE RECREATION
(AGENT'S COPY)**

RETAIN THIS PORTION FOR YOUR RECORDS
PAGE 01 of 01

YOUR AGENT/SERVICE OFFICE IS
SAWATZKY INSUR AGCY INC 11159
TELE: 403-625-4205
BOX 1131 133-49 AVE W
CLARESHOLM AB TOL 0T0

| | |
|----------------------------|--|
| POLICY NUMBER 008657382 | RENEWAL PERIOD From 01 JAN 2013 To 01 JAN 2014 Day/Month/Year Day/Month/Year |
|----------------------------|--|

All Times Are Local Times At The Insured's Postal Address

MAIL TO

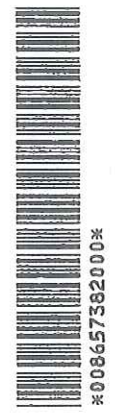
CLARESHOLM GOLF SOCIETY
PO BOX 2080

CLARESHOLM AB
TOL 0T0

YOUR POLICY EXPIRES ON 01 JAN 2013 12:01 A.M. LOCAL TIME. IF YOUR PAYMENT IS RECEIVED BY 01 JAN 2013 YOUR POLICY WILL BE RENEWED FOR THE PERIOD SPECIFIED.

RECEIVED
NOV 20 2012

CLARESHOLM GOLF SOCIETY



| COVERAGE SUMMARY | RIDER # | % CO-IN | \$ DEDUCTIBLE | \$ LIMIT | RATE | \$ PREMIUM |
|----------------------------------|---------|---------|---------------|-----------|------|------------------------------|
| LIABILITY - ALL LOCATIONS | | | | | | |
| COMMERCIAL GENERAL LIABILITY | D-1 | | | | | |
| EXCLUDING ERRORS & OMISSIONS | | | | | | |
| BODILY INJURY & PROPERTY DAMAGE | COV A | | 1000 | 5,000,000 | | 1500.00 |
| AGGREGATE LIMIT 5,000,000 | | | | | | |
| PERSONAL INJURY | COV B | | | 5,000,000 | | INCLUDED |
| MEDICAL EXPENSES | COV C | | | 10,000 | | INCLUDED |
| TENANTS LEGAL LIABILITY | COV D | | 1000 | 1,000,000 | | INCLUDED |
| ADVERTISING INJURY LIABILITY | D-1(R) | | | 2,000,000 | | INCLUDED |
| SPORTS PARTICIPANT EXCLUSION | D-1(U) | | | INCLUDED | | |
| LIQUOR LIABILITY ENDORSEMENT | D-1(16) | | | INCLUDED | | |
| NON-OWNED AUTO | D-6 | | | 1,000,000 | | INCLUDED |
| D & O LIABILITY ENTITY FORM | D-23 | | 1000 | 1,000,000 | | 845.00 |
| BASIC COV A: \$0 DED | | | | | | |
| BASIC COV B: \$1000 DED | | | | | | |
| BASIC COV C: \$1000 DED | | | | | | |
| D-23(D) CONTINUITY DATE END. | | | | | | |
| WRONGFUL DISMISSAL-ENTITY FORM | D-23(A) | | | INCLUDED | | |
| Z-99 | | | | | | |
| ENDORSEMENT | | | | | | |
| BASIC COV A: \$0 DED | | | | | | |
| BASIC COV B: \$1000 DED | | | | | | |
| BASIC COV C: \$1000 DED | | | | | | |
| D-23(D) CONTINUITY DATE END. | | | | | | |
| PREMIUM FOR LIABILITY: | | | | | | 2345.00 |
| MINIMUM RETAINED PREMIUM: \$ 350 | | | | | | TOTAL PREMIUM DUE \$ 2345.00 |

Amount paid in 2012: \$ 1500.00
(Commercial General Liability)

IF PAYMENT IS RECEIVED BY THE DATE SPECIFIED ABOVE THIS POLICY IS RENEWED IN THE AMOUNTS STATED ABOVE AND SUBJECT TO THE SAME TERMS AND CONDITIONS AS THE ORIGINAL CONTRACT AND ANY AMENDMENTS THERETO

SIGNATURE OF AUTHORIZED REPRESENTATIVE
[Signature] SECRETARY



Policy #GA 01-13

Town Tables & Chairs Policy

PURPOSE: To provide a consistent policy for administration to follow regarding the loaning of tables and chairs owned by the Town of Claresholm.

POLICY: The Town of Claresholm will loan tables and chairs to non-profit groups only.

GUIDELINES:

1. Tables and chairs will be loaned at no cost to non-profit groups only.
2. The Town of Claresholm shall not incur any costs nor expend any labour to provide the tables and chairs.
3. The group borrowing the tables and chairs shall be responsible for any damage incurred to the items.
4. The Town of Claresholm's needs shall take priority over loaning out of tables and chairs.
5. Any group wishing to use the tables and chairs shall submit their request to the Town of Claresholm for approval stating the event, group name and contact person(s), required number of tables and chairs, and the required dates and times.

EFFECTIVE DATE:

Staff Report

To: Town Council
From: CAO
Date: January 10, 2013
Re: Other 2012 Capital Infrastructure Projects Update

1. The Animal Services Building project is totally complete and the total cost (net of donations from the Town and Emercor Ltd. and other contractors) is \$158,013.71. The initial project budget in 2011 was \$155,000. Donated materials and labor were in excess of \$25,000 on the project.

Town Administration has now requested that CARES forward the CFEP grant monies in the amount of \$77,500. The Town allocated \$50,000 out of capital reserves which leaves \$30,513.71 in underfunded costs which have been funded through operations. These overages were for the roof over the exterior dog runs and a shade system for the exterior dog kennels on the west side.

Previously, Administration noted a possible request to the not for profit tenant to repay this overage in costs, but as these additional costs are part of the building and part of the Town's capital infrastructure asset, this cost has been accounted as the Animal Services Building cost by the municipality and no request has been communicated.

2. Other capital projects approved by Council during 2012 such as water supply line land purchase and Community Centre parking lot paving are complete, while the detailed design meeting on the 2013 sewage lagoon project were halted so that flow into the lagoon could be measured for the engineers. This project's meeting will continue early in 2013.

Kris Holbeck, CA CAO Town of Claresholm

Staff Report

To: Council
From: CAO
Date: January 9, 2013
Re: 2013 Capital Budget

BACKGROUND

The Utility Planning Committee (UPC) has met and is recommending the attached capital budget for 2013 to be approved. The UPC has also forecasted the Town's infrastructure needs for the next 3 – 10 years (for information only).

The following are the details on the projects in the attached capital budget:

1. Sewage Lagoon Phase One – \$2,463,000, funded jointly by the Town's MSI Capital grant and the Alberta Municipal Water and Wastewater Program (AMWWP). This project includes lift station upgrades, replacing the pumps, replacing the existing forcemain, constructing a larger building for the new pumps and instrumentation, running natural gas to the site, adding a SCADA system and applying a compacted layer of gravel to the roads to provide better year round access.
2. Community Centre Roof and Upgrades - \$50,000 funded by Town from reserves. This project cost totals \$200,000 with the Community Centre accessing a CIIF grant of \$100,000 and the Town and the MD splitting the remainder of costs.
3. Curling Rink Compressor - \$40,000 funded by Town from reserves. This project's total cost was estimated at \$120,000 with the Town, MD and Curling Club each paying for a third of the costs. The Curling Club has applied for both the CFEP and CIIF grants to cover more project costs.
4. Sanitary Sewer Main (8th Street to Prairie Shores) – this project was completed in 2011 and is currently under negotiations between the Town and the developer as to the final cost overages and the portion the Town agrees to pay over the next eight years. The amount in the capital budget is the Town's last negotiated offer.
5. Fire Hall Light Retrofit - \$12,000 funded the Town's Federal Gas Tax Grant. This project will replace all the fluorescent lights and upgrade needed electrical at the Claresholm Fire Hall #1 with compact fluorescent lighting which will be more cost effective and give better illumination to the building's interior.

6. West Hill Park (Phase 2) - \$60,000, paid by reserves. The current year's allocation to this project left \$17,000 in reserves which will have another \$43,000 added to it from reserves for Phase 2. This project began in 2012 and the new play structure was installed and a temporary gravel path built. In 2012 the toboggan hill and the park lighting will be planned, the dirt will be hauled in and the hill shaped and seeded. If the budget allows there also may be planning and work done on the other play structures and amenities (picnic tables etc.) to be added in the park.

7. Skyline Pump Station - \$15,000 paid for out of trust funds received from the developer. This project will be engineered to ensure that the storm water pump will work for the amount of storm water from the area. The project will include tearing down the old pump house and constructing a building which will house all the needed electrical pumps and backup machinery to operate this infrastructure.

8. Museum Storage Building - \$60,000 funded partially by reserves. This project is in the preliminary planning stages and includes a building to house machinery and vehicles and other artifacts. The Museum Executive Director will be applying for a CFEP grant through the Friends of Society to help supplement the project's costs. Total estimated costs are \$60,000 currently and whether other funding opportunities are available is still in discussions.

9. Capital Equipment Replacement - \$165,000, funded by reserves (per the attached document).

10. Westlynn/Fairway Vista Connection - \$15,000 funded by reserves. This project would rehabilitate the area to the west of Fairway Vista which is contiguous to the Golf Course #6 hole. The area would be planned and developed into a functional area for both golfers and pedestrians who use the pathway for recreational purposes. This is the final remediation of the old clubhouse property (ie. removal of the asphalt parking lot etc.)

11. Golf Course Storm Ponds Connection - \$30,000 funded by reserves. This project would include the rehabilitation of the weir at the south end of the golf course ponds and the construction of piling so that the Golf Course can build a bridge across an area between two of the ponds that has been damaged and washed out in past years due to heavy rainfalls and storm flows.

12. Fire Equipment Replacement Reserve - \$100,000 to be funded over four years out of operations. This is the second year the Town will place monies in this reserve. The Town's fleet includes a 1977 fire truck which is in dire need of replacement. The monies would be set aside and then the Town would try to purchase a new truck as part of larger purchase of fire trucks with our municipal neighbors.

13. Arena Slab and Boards - \$800,000 to be funded over ten years out of operations. It is hoped that Minor Hockey and the Skating Club will submit a CFEP grant when the reserve at Year 8 and hopefully will be approved for grant funding to finish the project off earlier than the 10 year timeline. This is the third year the Town will place monies in this reserve.

Kris Holbeck, CA CAO

Town of Claresholm

TOWN OF CLARESHOLM: 2013 CAPITAL BUDGET PLAN
ALL DEPARTMENTS PROPOSED PROJECTS

| DEPARTMENT | PROJECT DESCRIPTION | CAT. | TOTAL COST | TOWN COST PAID MSI GRANT | TOWN COST PAID BMT GRANT | TOWN COST PAID FGT GRANT | TOWN COST PAID OPERATIONS | TOWN COST PAID CAPITAL RESERVES | TOWN COST PAID GENERAL RESERVES | TOWN COST PAID TRUST ACCT. | FUNDING SOURCE | COMMENTS |
|------------------------------|--|---------|---------------------|--------------------------|--------------------------|--------------------------|---------------------------|---------------------------------|---------------------------------|----------------------------|--|---|
| Recreation | Community Centre Roof and Upgrades | New | 50,000.00 | | | | | 50,000 | | | Reserves | Fundable only through MSI capital which is fully utilized in 2013 |
| Sanitary System | Sewage Lagoon - Phase One Lift Station only | New | 2,463,000.00 | 1,181,501 | | | | | | | MSI Capital | Remainder of project funded by AMWWP grant |
| Recreation | Curling Rink (Phase 1) | New | 40,000.00 | | | | | 40,000 | | | Reserves | Assumes Town pays 1/3 of \$120,000 total cost |
| Sanitary System | Sanitary Sewer Trunk Main (8th Street to Prairie Shores) | Ongoing | 100,000.00 | | | | 100,000 | | | | Operations/Reserves | Year number three of eight. |
| Fire | Fire Hall Light Retrofit | New | 12,000.00 | | | 12,000 | | | | | Federal Gas Tax Grant | Retrofit of all firehall lights |
| Parks | West Hill Park - Phase 2 | Ongoing | 60,000.00 | | | | | 40,000 | | | Reserves (\$20 underspent in 2012) | Phase 2 work to be done on West Hill park (hill, lights, path, trees) |
| Storm Drainage | Skyline Pump Station | New | 25,000.00 | | | | | | | 25,000 | \$25,000 funds in trust from devel. | New pump building and redo electrical for pump. |
| Cultural | Museum Storage Building | New | 60,000.00 | | | | | 30,000 | | | Reserves | Fundable only through MSI capital which is fully utilized in 2013 (1/2 funded by CFEP grant applied for by Friends of Society) |
| Common Pool | Capital Equipment Purchases | New | 165,000.00 | | | | | 165,000 | | | Reserves | Equipment per Superintendent's listing for 2013 |
| Roads/Pathways | Westlynn/Fairway Vista connection | New | 15,000.00 | | | | 15,000 | | | | Operations | Old club house area rehab and beautification |
| Storm Drainage | Golf Course Storm Ponds rehabilitation | New | 30,000.00 | | | | 30,000 | | | | Operations | Outlet Weir, ditch modifications |
| Fire | Fire Truck Replacement | Ongoing | 100,000.00 | | | | 100,000 | | | | Operations | 2nd year of 4 to allocate funds for a fire truck |
| Recreation | Arena Slab and Board Replacement | Ongoing | 80,000.00 | | | | 80,000 | | | | Operations | 3rd year of 10 to allocate funds for the rehab of the arena slab/boards |
| TOTAL PROJECTS LISTED | | | 2,970,000.00 | \$ 1,181,501.00 | \$ - | \$ 12,000.00 | \$ 325,000.00 | \$ 325,000.00 | \$ - | \$ 25,000.00 | TOTAL COST OF PROJECTS 1,843,501.00 | |

MSI GRANT \$ AVAILABLE
Basic Municipal Transportation GRANT \$ AVAILABLE
Federal Gas Tax GRANT \$ AVAILABLE
Capital Reserves 12/31/2011
General Reserves 12/31/2011

\$1,184,000.00
\$224,300.00
\$182,400.00
\$1,101,290.69
\$683,160.83

UTILITY PLANNING COMMITTEE - 10 YEAR CAPITAL PROJECT CANDIDATE LIST

| CATEGORY | PROJECT | COST | PRIORITY | | |
|----------------|--|---------------|----------|-----------|--------------|
| EQUIPMENT | Equipment; Self-propelled Vehicles; Distributor/Oil Tanker | \$ 80,000 | 2013 | | |
| EQUIPMENT | Equipment; Self-propelled Vehicles; Fleet Truck (4-door for recycling program) | \$ 25,000 | 2013 | | |
| EQUIPMENT | Equipment; Self-propelled Vehicles; Fleet Truck (General Fleet) | \$ 23,000 | 2013 | | |
| EQUIPMENT | Equipment; Self-propelled Vehicles; Used Forklift | \$ 25,000 | 2013 | | |
| EQUIPMENT | Equipment; Self-propelled Vehicles; Used Semi-trailer | \$ 12,000 | 2013 | | |
| FACILITY | Facility; Community Centre Roof | \$ 50,000 | 2013 | | |
| FACILITY | Facility; Curling Rink Phase 1 - Compressor Replacement and Roof Repair | \$ 40,000 | 2013 | | |
| FACILITY | Facility; Fire Hall Lights | \$ 12,000 | 2013 | | |
| FACILITY | Facility; General Wi-Fi / Tech Upgrades | \$ 10,000 | 2013 | | |
| FACILITY | Facility; Park/Playgrounds - West Hill Park - Phase 2 | \$ 60,000 | 2013 | | |
| FACILITY | Facility; Museum - Storage Building | \$ 60,000 | 2013 | | |
| DEVELOPMENT | Development; Industrial Land Purchase | \$ 350,000 | 2013 | | |
| INFRASTRUCTURE | Infrastructure (Aboveground); Pedestrian; Westlynn Drive - Fairway Vista connection (with old golf course club house rehab) | \$ 15,000 | 2013 | | |
| INFRASTRUCTURE | Infrastructure (Underground); Sanitary Sewer; Sewage Lagoon Upgrade Phase 1; Lift Station | \$ 2,463,000 | 2013 | | |
| INFRASTRUCTURE | Infrastructure (Underground); Storm Sewer; Ditch modifications of Frog Creek (@ Golf Course) - remove culverts and install bridge piles | \$ 10,000 | 2013 | | |
| INFRASTRUCTURE | Infrastructure (Underground); Storm Sewer; Install Outlet Weir on Frog Creek (@ south end of the Golf Course) | \$ 20,000 | 2013 | | |
| INFRASTRUCTURE | Infrastructure (Underground); Storm Sewer; Skyline Pump Station | \$ 15,000 | 2013 | Subtotal: | \$ 3,270,000 |
| EQUIPMENT | Equipment; Machinery & Other; Radio Upgrades (to fall inline with changes with FERMS; Fire Department and CPO) | \$ 30,000 | HIGH | | |
| EQUIPMENT | Equipment; Machinery & Other; Sewer Camera | \$ 16,000 | HIGH | | |
| EQUIPMENT | Equipment; Machinery & Other; Infrastructure Management System (Hardware and Software) | \$ 10,000 | HIGH | | |
| EQUIPMENT | Equipment; Machinery & Other; Emergency Operating Centre | \$ 10,000 | HIGH | | |
| EQUIPMENT | Equipment; Machinery & Other; Portable Emergency Power Generators | \$ 25,000 | HIGH | | |
| EQUIPMENT | Equipment; Self-propelled Vehicles; Street Sweeper | \$ 240,000 | HIGH | | |
| EQUIPMENT | Equipment; Self-propelled Vehicles; Fire Truck | \$ 400,000 | HIGH | | |
| FACILITY | Facility; Park/Playgrounds - West Hill Park - Phase 3 | \$ 30,000 | HIGH | | |
| FACILITY | Facility; Animal Services (Asphalt Parking) | \$ 15,000 | HIGH | | |
| FACILITY | Facility; Asbestos Removal (WWTP / Office) | \$ 250,000 | HIGH | | |
| FACILITY | Facility; Curling Rink Phase 2 - Chiller Replacement and Building Modifications | \$ 135,000 | HIGH | | |
| FACILITY | Facility; Emergency Operating Centre | \$ 10,000 | HIGH | | |
| FACILITY | Facility; Golf Course - New range building with electricity and electricity upgrade to cart shed | \$ 25,000 | HIGH | | |
| FACILITY | Facility; Performing Arts Facilities (Community Hall Renovation) | \$ 100,000 | HIGH | | |
| FACILITY | Facility; Track at School | Undetermined | HIGH | | |
| FACILITY | Facility; Building/meeting place of Youth Activities (Reno or new space like Mackin Hall) | Undetermined | HIGH | | |
| FACILITY | Facility; New Town Administration Building (Retrofit Elementary School) | Undetermined | HIGH | | |
| INFRASTRUCTURE | Infrastructure (Aboveground); Pave North Industrial Streets | Undetermined | HIGH | | |
| INFRASTRUCTURE | Infrastructure (Aboveground); Widen/Pave Alberta Road | \$ 200,000 | HIGH | | |
| INFRASTRUCTURE | Infrastructure (Underground); Storm Sewer; Derochie Storm Ditch | \$ 50,000 | HIGH | | |
| INFRASTRUCTURE | Infrastructure (Aboveground); Pavement Replacement Program | Undetermined | HIGH | | |
| INFRASTRUCTURE | Infrastructure (Underground); Water System; 4" Water Main Replacement | Undetermined | HIGH | | |
| INFRASTRUCTURE | Infrastructure (Underground); Water System; Replacement of Clay Lines | Undetermined | HIGH | | |
| DEVELOPMENT | Development; Industrial Subdivision Phase One | Undetermined | HIGH | Subtotal: | \$ 1,546,000 |
| EQUIPMENT | Equipment; Machinery & Other; Rough Service Deck Mower | \$ 18,000 | MODERATE | | |
| EQUIPMENT | Equipment; Machinery & Other; Street Sander | \$ 45,000 | MODERATE | | |
| EQUIPMENT | Equipment; Machinery & Other; Trailer (probaly flatbed or recycling program) | \$ 7,000 | MODERATE | | |
| EQUIPMENT | Equipment; Self-propelled Vehicles; Fire Command Truck (Fire Department) | \$ 30,000 | MODERATE | | |
| EQUIPMENT | Equipment; Self-propelled Vehicles; Fleet Truck (General Fleet) | \$ 24,000 | MODERATE | | |
| EQUIPMENT | Equipment; Self-propelled Vehicles; Small Mower | \$ 14,000 | MODERATE | | |
| EQUIPMENT | Equipment; Self-propelled Vehicles; Small Mower | \$ 14,000 | MODERATE | | |
| EQUIPMENT | Equipment; Self-propelled Vehicles; Used Ice-resurfacers | \$ 35,000 | MODERATE | | |
| FACILITY | Facility; Park/Playgrounds - Lions Park | \$ 30,000 | MODERATE | | |
| FACILITY | Facility; Library - Bill Simpson Room Technology Upgrades | \$ 15,000 | MODERATE | | |
| FACILITY | Facility; Water Tower Repainting | \$ 1,000,000 | MODERATE | | |
| INFRASTRUCTURE | Infrastructure (Aboveground); Pedestrian; 49th Avenue West Mid-block Crossing (Downtown) | \$ 10,000 | MODERATE | | |
| INFRASTRUCTURE | Infrastructure (Aboveground); Pavement repair/replacement/overlay for the Airport Runway, Taxiways & Apron | \$ 950,000 | MODERATE | | |
| INFRASTRUCTURE | Infrastructure (Aboveground); Pedestrian; Designated Walking Path Replacement (Upgrade) | undetermined | MODERATE | | |
| INFRASTRUCTURE | Infrastructure (Aboveground); Street Trees (MSI Operating) | undetermined | MODERATE | | |
| INFRASTRUCTURE | Infrastructure (Aboveground); Streetlight Enhancement Program | undetermined | MODERATE | | |
| INFRASTRUCTURE | Infrastructure (Underground); Sanitary Sewer System; Claresholm Industrial Area (@ airport) Infrastructure (Underground); Sanitary Sewer System repair/replacement | \$ 1,100,000 | MODERATE | | |
| INFRASTRUCTURE | Infrastructure (Underground); Sanitary Sewer; Sewage Lagoon Upgrade Phase 2; Main Replacement | \$ 1,000,000 | MODERATE | | |
| INFRASTRUCTURE | Infrastructure (Underground); Storm Sewer; Frog Creek Drainage Corridor Rehabilitation | \$ 100,000 | MODERATE | | |
| INFRASTRUCTURE | Infrastructure (Underground); Storm Sewer; Retention/Detention Pond (Frog Creek Head Waters) | \$ 75,000 | MODERATE | | |
| INFRASTRUCTURE | Infrastructure (Underground); Water System; Claresholm Industrial Area (@ airport) Infrastructure (Underground); Water System repair/replacement | \$ 1,100,000 | MODERATE | Subtotal: | \$ 5,567,000 |
| | TOTAL PROJECTS COSTED OVER NEXT 3 -10 years based on costing | \$ 10,383,000 | | | |

} 2013 projects

Public Works

5 Year Budget plan

2 New Trucks

2013 year

One is for the fleet that will not be replacing any vehicle, for the new Recycling program. We will remove 1 of the 2, 1996 1/2 tons. With 16 vehicles in the fleet the oldest will be at least 15 years old. Plain base models

New cost \$~~48~~0,000.00 / both (25K recycling, \$23K PW)

Fork Lift

2013 year

A newer forklift is needed for the recycling de-po for us to be able to load semi-trailers, and drive around the yard.

New cost \$25,000.00

Semi- Trailer

2013 year

Trailer needed to haul recycling. Reduction in hauling will pay for this in a couple of years

Used cost \$12,000.00

Distributor/oil tanker

2013 year

Old one (1976 model) is not very reliable/safe or efficient in the application of oil for our roads. This machine allows us to do our own roads and not hire this work out. Cost savings will pay for itself quickly.

New cost \$80,000.00

2013 TOTAL
\$165,000 **

INFORMATION ITEMS



TOWN OF CLARESHOLM

Cheque Listing For Account Payable

2013-Jan-11
8:43:00AM

| Cheque # | Cheque Date | CEO | CAO | Vendor # | Vendor Name | Batch # | Amount |
|-----------------|--------------------|------------|------------|-----------------|---|----------------|---------------|
| | | | | | | 16314 | |
| 46561 | 2012-12-12 | EFT | EFT | 600 | ALBERTA ASSOCIATION OF M.D.'S | | 4,241.36 |
| 46562 | 2012-12-12 | EFT | EFT | 1025 | ALBERTA ONE CALL LOCATION CORP | | 40.95 |
| 46563 | 2012-12-12 | | | 786707 | Alberta SouthWest Regional Alliance Ltd. | | 3,180.00 |
| 46564 | 2012-12-12 | EFT | EFT | 786195 | Benchmark Assessment Consultants Inc. | | 4,021.50 |
| 46565 | 2012-12-12 | EFT | EFT | 786250 | CARLETON, TRISHA | | 314.98 |
| 46566 | 2012-12-12 | EFT | EFT | 786578 | CENTRAL SHARPENING LTD. | | 91.35 |
| 46567 | 2012-12-12 | EFT | EFT | 786483 | CLARESHOLM CONTINUOUS EAVESTROUGHING LTD. | | 2,184.79 |
| 46568 | 2012-12-12 | | | 13325 | CLARESHOLM FIRE DEPARTMENT | | 1,210.00 |
| 46569 | 2012-12-12 | EFT | EFT | 13400 | CLARESHOLM GLASS '88' LTD | | 183.75 |
| 46570 | 2012-12-12 | EFT | EFT | 786465 | CLARESHOLM GOLF CLUB | | 2,108.25 |
| 46571 | 2012-12-12 | EFT | EFT | 13660 | CLARESHOLM LOCAL PRESS | | 1,220.19 |
| 46572 | 2012-12-12 | EFT | EFT | 14085 | CLARESHOLM NAPA AUTO | | 1,008.56 |
| 46573 | 2012-12-12 | | | 786950 | CLARESHOLM SELF STORAGE | | 598.50 |
| 46574 | 2012-12-12 | EFT | EFT | 786141 | CLARESHOLM TAXI | | 1,242.67 |
| 46575 | 2012-12-12 | EFT | EFT | 14150 | CLARESHOLM WELDING & | | 59.85 |
| 46576 | 2012-12-12 | EFT | EFT | 786697 | CNH CAPITAL C3115 | | 721.57 |
| 46577 | 2012-12-12 | EFT | EFT | 786420 | COMMERCIAL SOLUTIONS INC. | | 770.13 |
| 46578 | 2012-12-12 | EFT | EFT | 786397 | EPCOR | | 140.71 |
| 46579 | 2012-12-12 | EFT | EFT | 24060 | EVCON FARM EQUIPMENT LTD. | | 315.00 |
| 46580 | 2012-12-12 | EFT | EFT | 49980 | HARRY'S TIRE SALES (1984) LTD. | | 1,728.70 |
| 46581 | 2012-12-12 | EFT | EFT | 786777 | HEMMAWAY, JASON | | 295.00 |
| 46582 | 2012-12-12 | EFT | EFT | 786648 | HOLBECK, KRISTINE H | | 133.82 |
| 46583 | 2012-12-12 | EFT | EFT | 786267 | LAWSON PRODUCTS INC. | | 193.16 |
| 46584 | 2012-12-12 | EFT | EFT | 56155 | LIFESAVING SOCIETY | | 179.56 |
| 46585 | 2012-12-12 | | | 786078 | LING, JULIE | | 36.12 |
| 46586 | 2012-12-12 | EFT | EFT | 56200 | LOCAL AUTHORITIES PENSION PLAN | | 11,206.38 |
| 46587 | 2012-12-12 | EFT | EFT | 58000 | LOOMIS EXPRESS | | 56.10 |
| 46588 | 2012-12-12 | EFT | EFT | 786175 | MacPherson Leslie & Tyerman LLP | | 1,470.00 |
| 46589 | 2012-12-12 | EFT | EFT | 786590 | MINISTER OF FINANCE | | 18.85 |
| 46590 | 2012-12-12 | EFT | EFT | 786704 | MINISTER OF FINANCE (LT) | | 100.00 |
| 46591 | 2012-12-12 | EFT | EFT | 786872 | MPE ENGINEERING LTD. | | 1,312.50 |
| 46592 | 2012-12-12 | EFT | EFT | 65000 | MUNICIPAL DISTRICT OF WILLOW | | 4,496.63 |
| 46593 | 2012-12-12 | EFT | EFT | 786905 | ONECONNECT SERVICES INC. T46194 | | 43.55 |
| 46594 | 2012-12-12 | EFT | EFT | 786635 | ORKIN CANADA CORPORATION | | 201.60 |
| 46595 | 2012-12-12 | EFT | EFT | 76300 | PEDERSEN TRANSPORT LTD. | | 868.95 |
| 46596 | 2012-12-12 | EFT | EFT | 786453 | PRAXAIR CANADA INC. | | 868.22 |
| 46597 | 2012-12-12 | EFT | EFT | 80000 | PURULATOR COURIER | | 36.51 |
| 46598 | 2012-12-12 | EFT | EFT | 786156 | Q.E.D. ENTERPRISES LTD. | | 881.49 |
| 46599 | 2012-12-12 | EFT | EFT | 86153 | RANCHLAND EMBROIDERY | | 50.40 |
| 46600 | 2012-12-12 | EFT | EFT | 86300 | RECEIVER GENERAL FOR CANADA | | 15,901.49 |
| 46601 | 2012-12-12 | EFT | EFT | 786180 | RICOH CANADA INC. | | 429.25 |
| 46602 | 2012-12-12 | EFT | EFT | 786759 | SIMPLEX GRINNELL | | 443.28 |
| 46603 | 2012-12-12 | EFT | EFT | 13525 | SOBEYS CLARESHOLM | | 150.07 |
| 46604 | 2012-12-12 | EFT | EFT | 786398 | SUDDEN FUN RECREATIONAL EQUIPMENT LTD. | | 5,383.35 |
| 46605 | 2012-12-12 | EFT | EFT | 900 | TELUS | | 169.83 |
| 46606 | 2012-12-12 | EFT | EFT | 786437 | THE WRITE SOURCE | | 202.34 |
| 46607 | 2012-12-12 | EFT | EFT | 97300 | TRIPLE T TRUCKING | | 630.00 |
| 46608 | 2012-12-12 | EFT | EFT | 786284 | UNIVERSITY OF ALBERTA | | 1,197.25 |



Cheque Listing For Account Payable

2013-Jan-11
8:43:01AM

Claresholm

| Cheque # | Cheque Date | CEO | CAO | Vendor # | Vendor Name | Amount |
|-----------------|--------------------|------------|------------|-----------------|---|-----------------|
| 46609 | 2012-12-12 | EFT | EFT | 111435 | WILHAUK, KARINE | 36.56 |
| 46610 | 2012-12-12 | EFT | EFT | 126050 | ZEE MEDICAL CANADA, INC. | 316.55 |
| 46611 | 2012-12-12 | EFT | EFT | 900000 | 841080 ALBERTA LTD. | 5,000.00 |
| 46612 | 2012-12-12 | EFT | EFT | 900000 | AJS RENOVATIONS | 892.50 |
| 46613 | 2012-12-12 | EFT | EFT | 900000 | ARMAX ELECTRIC (2006) LTD. | 1,180.23 |
| 46614 | 2012-12-12 | EFT | EFT | 900000 | BEFUS, LISA | 1,000.00 |
| 46615 | 2012-12-12 | EFT | EFT | 900000 | CARTER, TERRY | 680.00 |
| 46616 | 2012-12-12 | EFT | EFT | 900000 | CLARESHOLM FOOD BANK | 250.00 |
| 46617 | 2012-12-12 | EFT | EFT | 900000 | COMMERCIAL TRUCK EQUIPMENT | 5,922.00 |
| 46618 | 2012-12-12 | | | 900000 | CROP PRODUCTION SERVICES | 3,500.00 |
| 46619 | 2012-12-12 | | | 900000 | CUTLER, DENELLE | 40.01 |
| 46620 | 2012-12-12 | EFT | EFT | 900000 | DEKRA-LITE | 1,813.67 |
| 46621 | 2012-12-12 | | | 900000 | Friends of the Claresholm Housing Authority | 250.00 |
| 46622 | 2012-12-12 | | | 900000 | HEGGIE, TODD | 425.00 |
| 46623 | 2012-12-12 | EFT | EFT | 900000 | HORNBERGER TRUCKING LTD. | 539.84 |
| 46624 | 2012-12-12 | EFT | EFT | 900000 | KB HEATING LTD. | 481.69 |
| 46625 | 2012-12-12 | EFT | EFT | 900000 | LETHBRIDGE TACTICAL SUPPLY | 31.91 |
| 46626 | 2012-12-12 | EFT | EFT | 900000 | OH&S TRAINING VIDEO | 204.75 |
| 46627 | 2012-12-12 | EFT | EFT | 900000 | PEDERSEN, BRIAN | 4,500.00 |
| 46628 | 2012-12-12 | | | 900000 | PETERSEN, PAIGE | 31.19 |
| 46629 | 2012-12-12 | EFT | EFT | 900000 | WIEBE, ALBERT | 500.00 |
| | | | | | | <hr/> 99,934.41 |



TOWN OF CLARESHOLM

Cheque Listing For Account Payable

2013-Jan-11
8:43:01AM

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> |
|-----------------|--------------------|------------|------------|-----------------|--|----------------|---------------|
| | | | | | | 16341 | |
| 46630 | 2012-12-27 | | | 786545 | ACKLANDS- GRAINGER INC. | | 160.17 |
| 46631 | 2012-12-27 | | | 650 | ALBERTA BLUE CROSS | | 6,226.20 |
| 46632 | 2012-12-27 | | | 786517 | AMSC INSURANCE SERVICES LTD. | | 3,738.24 |
| 46633 | 2012-12-27 | | | 6390 | BISHOFF AUTO & AG CENTRE | | 1,480.95 |
| 46634 | 2012-12-27 | | | 786427 | BOUNDARY EQUIPMENT (CALGARY) LTD. | | 1,732.50 |
| 46635 | 2012-12-27 | | | 11250 | CANADIAN LINEN SUPPLY | | 829.27 |
| 46636 | 2012-12-27 | | | 56100 | CIMCO REFRIGERATION | | 1,170.75 |
| 46637 | 2012-12-27 | | | 13125 | CLARESHOLM CARE CENTRE | | 46.62 |
| 46638 | 2012-12-27 | | | 13150 | CLARESHOLM CASTING | | 220.50 |
| 46639 | 2012-12-27 | EFT | EFT | 13250 | CLARESHOLM CHILD CARE SOCIETY | | 2,183.50 |
| 46640 | 2012-12-27 | | | 13400 | CLARESHOLM GLASS '88' LTD | | 319.15 |
| 46641 | 2012-12-27 | | | 786465 | CLARESHOLM GOLF CLUB | | 500.00 |
| 46642 | 2012-12-27 | | | 786141 | CLARESHOLM TAXI | | 911.93 |
| 46643 | 2012-12-27 | | | 14205 | CLEAN BRITE CHEMICAL SERVICES LTD. | | 1,762.64 |
| 46644 | 2012-12-27 | | | 785973 | CLEARTECH INDUSTRIES INC. | | 6,957.81 |
| 46645 | 2012-12-27 | | | 786475 | COMPLETE CARPENTRY LTD. | | 11,398.80 |
| 46646 | 2012-12-27 | | | 786244 | CUBEX LIMITED | | 262.88 |
| 46647 | 2012-12-27 | | | 786540 | DIRECT ENERGY REGULATED SERVICES | | 66.31 |
| 46648 | 2012-12-27 | | | 786179 | ENERGO VENTURES INC | | 1,379.07 |
| 46649 | 2012-12-27 | | | 76356 | Excel Telecommunications (Canada) Inc. | | 71.46 |
| 46650 | 2012-12-27 | | | 26201 | FERG'S SEPTIC SERVICE | | 246.75 |
| 46651 | 2012-12-27 | | | 785952 | FIEGUTH, BETTY | | 54.07 |
| 46652 | 2012-12-27 | | | 786373 | FLAGWORKS | | 4,459.36 |
| 46653 | 2012-12-27 | | | 786800 | GDM ELECTRIC LTD. | | 520.27 |
| 46654 | 2012-12-27 | | | 786505 | GRAPHCOM PRINTERS LTD. | | 751.83 |
| 46655 | 2012-12-27 | | | 786584 | HACH SALES & SERVICE CANADA LTD. | | 6,978.30 |
| 46656 | 2012-12-27 | | | 36800 | HOME HARDWARE | | 1,500.83 |
| 46657 | 2012-12-27 | | | 786347 | JOHN BROOKS COMPANY LIMITED | | 1,091.79 |
| 46658 | 2012-12-27 | EFT | EFT | 850 | JOHN DEERE FINANCIAL | | 346.86 |
| 46659 | 2012-12-27 | | | 786267 | LAWSON PRODUCTS INC. | | 304.64 |
| 46660 | 2012-12-27 | | | 787504 | LETHBRIDGE TACTICAL SUPPLY | | 3,244.97 |
| 46661 | 2012-12-27 | | | 56155 | LIFESAVING SOCIETY | | 232.05 |
| 46662 | 2012-12-27 | | | 786659 | LIVINGSTONE RANGE SCHOOL DIVISION | | 828.11 |
| 46663 | 2012-12-27 | | | 56200 | LOCAL AUTHORITIES PENSION PLAN | | 11,578.55 |
| 46664 | 2012-12-27 | | | 61450 | MCNALLY CONTRACTORS LTD. | | 105,107.99 |
| 46665 | 2012-12-27 | | | 786570 | MOORE, DAVID | | 44.46 |
| 46666 | 2012-12-27 | | | 61467 | MRC CANADA ULC | | 168.14 |
| 46667 | 2012-12-27 | | | 65040 | MUNICIPAL INFORMATION SYSTEMS | | 940.34 |
| 46668 | 2012-12-27 | | | 786484 | NANESCO SALES LTD. | | 934.89 |
| 46669 | 2012-12-27 | | | 66100 | NATIONAL SECRETARY-TREASURER | | 1,067.90 |
| 46670 | 2012-12-27 | | | 76300 | PEDERSEN TRANSPORT LTD. | | 1,005.84 |
| 46671 | 2012-12-27 | | | 786205 | PIPELINE WATER CO-OP LTD. | | 150.00 |
| 46672 | 2012-12-27 | | | 786050 | PLANET CLEAN (LETHBRIDGE) LTD. | | 116.07 |
| 46673 | 2012-12-27 | | | 786536 | R P WATERWORKS INC. | | 344.61 |
| 46674 | 2012-12-27 | | | 786434 | RAYMAX EQUIPMENT SALES | | 370.29 |
| 46675 | 2012-12-27 | EFT | EFT | 86300 | RECEIVER GENERAL FOR CANADA | | 15,364.31 |
| 46676 | 2012-12-27 | | | 786573 | ROY'S PLACE | | 640.71 |
| 46677 | 2012-12-27 | | | 786468 | SHAW CABLE | | 83.95 |
| 46678 | 2012-12-27 | | | 786104 | STARLING, KELLY | | 508.99 |



TOWN OF CLARESHOLM

Cheque Listing For Account Payable

2013-Jan-11
8:43:01AM

Claresholm

| Cheque # | Cheque Date | CEO | CAO | Vendor # | Vendor Name | Amount |
|-----------------|--------------------|------------|------------|-----------------|---|---------------|
| 46679 | 2012-12-27 | | | 91710 | STINTECH ELECTRONICS | 809.42 |
| 46680 | 2012-12-27 | | | 786571 | SUTTER, DARYL | 61.14 |
| 46681 | 2012-12-27 | | | 900 | TELUS | 1,125.40 |
| 46682 | 2012-12-27 | | | 96810 | THOR'S ROOFING | 2,619.00 |
| 46683 | 2012-12-27 | | | 786501 | TOM HARRIS CELLULAR | 297.15 |
| 46684 | 2012-12-27 | EFT | EFT | 97000 | TOWN OF CLARESHOLM | 46.33 |
| 46685 | 2012-12-27 | | | 786428 | TransAlta Energy Marketing Corp. | 53,683.63 |
| 46686 | 2012-12-27 | | | 97300 | TRIPLE T TRUCKING | 630.00 |
| 46687 | 2012-12-27 | | | 101400 | UNITED FARMERS OF ALBERTA | 890.19 |
| 46688 | 2012-12-27 | | | 111705 | WC CLASS II REGIONAL LANDFILL | 7,145.37 |
| 46689 | 2012-12-27 | | | 787503 | Western Materials Handling & Equipment Ltd. | 1,983.37 |
| 46690 | 2012-12-27 | | | 786784 | WESTWIND CHEVROLET | 29.32 |
| 46691 | 2012-12-27 | | | 900000 | Gateway Mechanical Services Inc. | 625.26 |
| 46692 | 2012-12-27 | | | 900000 | HARDY SAFETY LIMITED | 2,181.44 |
| 46693 | 2012-12-27 | | | 900000 | HEGGIE, TODD | 425.00 |
| 46694 | 2012-12-27 | | | 900000 | KUHL, KYLE | 425.00 |
| 46695 | 2012-12-27 | | | 900000 | MacDOUGALL, JOANNE | 75.00 |
| 46696 | 2012-12-27 | | | 900000 | McDAVID, LESLIE | 75.00 |
| 46697 | 2012-12-27 | | | 900000 | SMIG'S PLUMBING | 84.00 |
| 46698 | 2012-12-27 | | | 900000 | STEWART WEIR & CO. LTD. | 3,698.31 |
| 46699 | 2012-12-27 | | | 900000 | ULLY, LEANNE | 75.00 |
| 46700 | 2012-12-27 | | | 900000 | WOODMAN, DALLAS | 425.00 |
| | | | | | | 277,814.95 |

Total 377,749.36

*** End of Report ***

KEY CONTACTS

Ron Knoedler
Administrator
403-394-5900
ron@saewa.ca

Kim Craig, Chair
403-345-1310
chair@saewa.ca

Paul Ryan, Vice-Chair
403-609-7465
vchair@saewa.ca
www.saewa.ca

Please note the new
SAEWA mailing
address:

1920 – 17 Street
Coaldale, AB
T1M 1M1

MISSION STATEMENT

*The Southern Alberta
Energy from Waste
Association (SAEWA) is a
coalition of waste
management
jurisdictions committed
to researching and
recommending for
implementing
technological
applications for
recovering energy from
non-recyclable waste
materials, and reducing
reliance on landfills.*

Newsletter #14
December 2012



Southern Alberta Energy from Waste Association

Thank you to all SAEWA members for your participation and support over the last year.

- Significant milestones have been achieved since the last newsletter.

Hi-lights of achievements and developments in 2012:

- The research study SAEWA commissioned to HDR Engineering is completed and confirms the feasibility of an energy from waste facility for southern Alberta; SAEWA is moving forward to define the next steps to undertake the project.
- SAEWA welcomes Annon Hovde and the Drumheller & District Solid Waste Management Association into the Association.

The member communities include:

- Town of Drumheller
- Kneehill County
- Starland County
- Wheatland County
- Town of Trochu
- Village of Acme
- Village of Eiseker
- Village of Carbon
- Village of Delia
- Village of Hussar
- Village of Linden
- Village of Morin
- Village of Munson
- Village of Rockyford
- Village of Standard

Grant Approved

SAEWA has received a grant of \$233,700.00 under the Municipal Affairs “Regional Collaboration Program” to structure a Project Development Plan which includes: Communications Plan, Siting Process Plan, Procurement Process Plan and Regulatory Requirements Plan; this will facilitate the next phase of the project.

- This brings the SAEWA membership to 14 waste management districts comprising of 72 municipal entities representing nearly 300,000 people in southern Alberta
- SAEWA is now registered in Alberta as an Association, and has changed “Alliance” to “Association” in its official name.
- SAEWA is now a member of the Alberta Association of Municipal Districts & Counties, AAMD&C.
- Heitman and Associates (Lethbridge) has been engaged as the accountant for SAEWA.
- Interest in SAEWA is growing; numerous requests for Information Presentations by outside organizations and agencies.
- Ron Knoedler has been contracted as the Administrative Manager (July 2012)
- A recently completed “Request for Expressions of Interest” has returned unprecedented interest that confirms SAEWA is on the right track.

At present, the consideration is for a facility with a total capacity estimated at 366,000 tonnes of solid waste per year, or about 1,000 tonnes per day. Co-locating a facility within a municipality or region that could take advantage of both the electricity and heat that will be recovered and produced as part of the process would be ideal.



Having completed an extensive research study¹ confirming the feasibility of an energy from waste facility for southern Alberta, (available on the saewa website) SAEWA is moving forward to define the next steps to undertake the project.

At present, the consideration is for a facility with a total capacity estimated at 366,000 tonnes of solid waste per year, or about 1,000 tonnes per day. Co-locating a facility within a municipality or region that could take advantage of both the electricity and heat that will be recovered and produced as part of the process would be ideal.

Development of an EFW facility of the size under consideration would result in creation of roughly 200 full time construction jobs spanning a period of roughly four years. Over the long term, roughly 30 to 40 permanent positions would be created associated with operation of the facility. Additional indirect employment and business opportunities would be expected to result from provision of materials and services to the facility, as well as “spin off” employment and opportunities associated with the temporary and permanent workforce increases.

The Research Project Report Summary and the detailed study that supports it can be found at www.saewa.ca

A recently completed “Request for Expressions of Interest” for Technology Vendors and Member communities willing to host a WTE facility has returned unprecedented interest that confirms SAEWA is on the right track.

Funding of \$233,700.00 has recently been approved under The Municipal Affairs “Regional Collaboration Program” for a Project Development Plan that will facilitate the next phase of the project.

Additional funding applications are being prepared and will be submitted as the project continues to move forward.

¹ http://www.saewa.ca/pdf/saewa_summary_jan_27_2012.pdf

Application Partnership

The RCP grant application was submitted on behalf of all SAEWA members by:
Town of Coaldale
(Project Manager)
Town of Coalhurst
Municipal District of Bighorn
County of Lethbridge
Wheatland County

Interest in the SAEWA organization and the “Energy from Waste” concept is growing, 2012 saw numerous requests for Information Presentations by SAEWA members and outside organizations and municipal entities.

Members of the Executive Committee have made presentations to the following groups:

- ✓ Agricultural Services Board
- ✓ Alberta Cattle Feeders Association
- ✓ AAMD&C Executives
- ✓ Alberta Innovates
- ✓ Calgary Regional Waste Reduction Partnership
- ✓ Honourable Diana McQueen; Minister of Environment & Sustainable Resource Development
- ✓ Honourable Ric McIver; Minister of Transportation
- ✓ Minister Greg Weadick; Associate Minister – Municipal Affairs

Interested in a presentation on development updates or the regional benefits of the SAEWA project? Contact the Administrative Manager to schedule a meeting or presentation.

SAEWA as an Energy from Waste Association has a distinct advantage in Southern Alberta due to our extensive transportation system. Unlike Central and Northern Alberta, Southern Alberta has access to large rail and road networks. Materials can be transported easily and economically over great distances.

Board Meetings Hosting Opportunity

SAEWA holds monthly Board meetings on the last Friday of each month. These meetings are now being offered to be hosted by SAEWA member communities!

Wheatland County will host the January 3 meeting (moved from December 28).

The Host Community’s council is invited to attend the meetings.

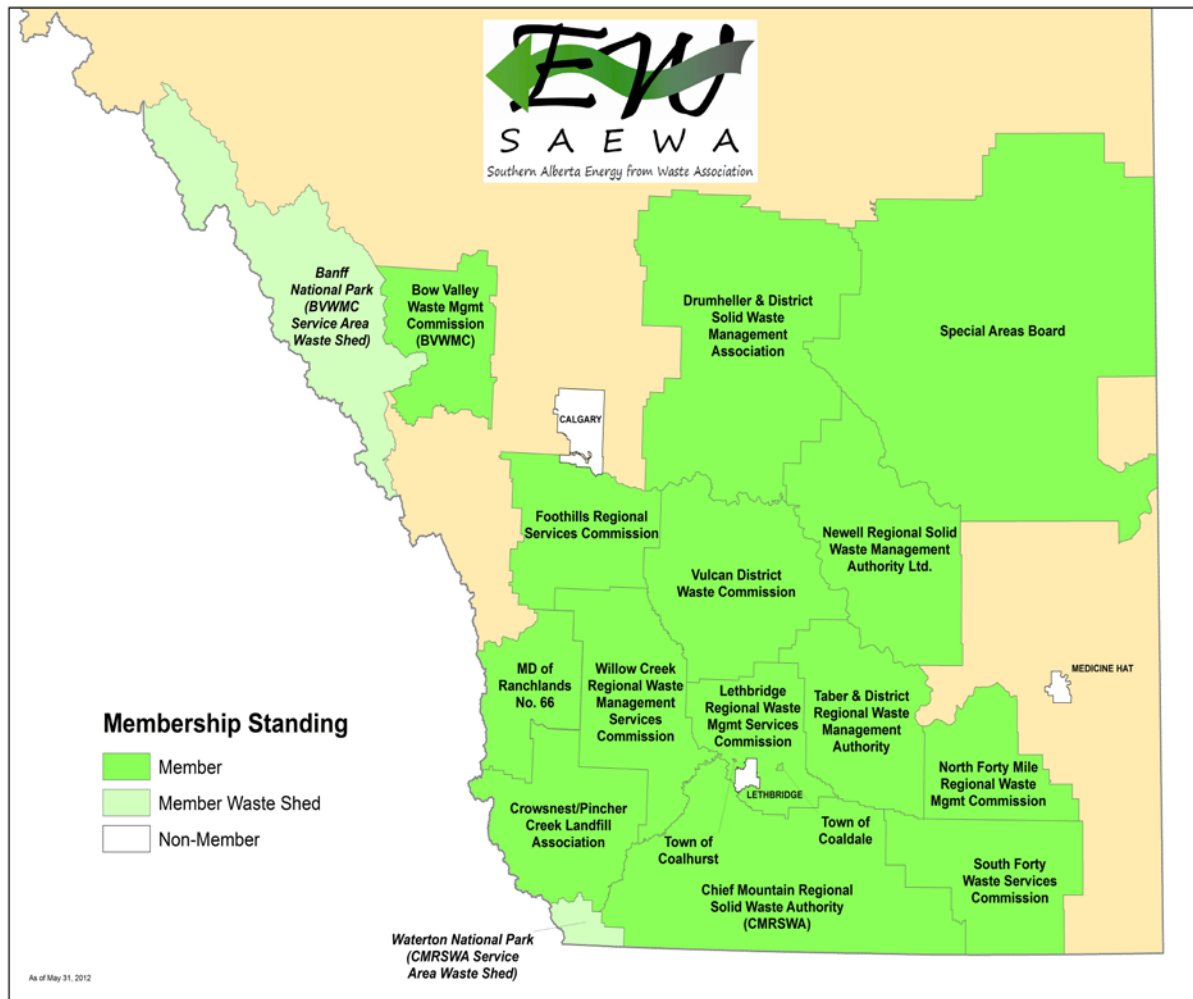
Recycling programs and waste-to-energy systems are compatible waste management strategies:

In September 2008 the Solid Waste Association of North America released [A Compatibility Study: Recycling and Waste-to-Energy Work in Concert](#). (click on link to see study)
The study was conducted by Eileen Brettler Berenyi, PhD of Governmental Advisory Associates.

The study shows that communities using waste-to-energy facilities have recycling rates above the national average. Recycling and waste-to-energy are fully compatible waste management strategies, comprising an integrated waste management approach in many communities across the United States.

The Southern Alberta Energy-from-Waste Association (SAEWA) is a coalition of 72 municipal entities and waste management jurisdictions in southern Alberta.

2012 SAEWA Membership Footprint



In moving forward with this project, SAEWA's objective will be to develop a facility that is safe and protective of health and the environment to:

- Serve the members of SAEWA
- Manage residual wastes (i.e. garbage remaining after recycling programs)
- Reduce long-term reliance on landfill disposal
- Generate energy
- Provide regional economic and environmental Benefits

For additional information or to contact SAEWA, go to www.saewa.ca or contact Ron Knoedler; Administrative Manager @ ron@saewa.ca ; 403-394-5900

| Southern Alberta Energy from Waste Association Approved Budget 2013 | | 2013 Budget | Comments | |
|---|--|-------------------|---|--|
| ITEM | | | | |
| Opening Balance | Balance as at Oct 5-2012 | \$ 172,353 | | |
| REVENUE - Membership | 243885 @ 0.40 | \$ 97,554 | 243,885 residents | |
| REVENUE - RCP Grant #1 Project Development Plan | \$ 233,700.00 | \$ 203,700 | Grant is Approved Nov 30 - 2012; 2012 Budget: \$30,000 REOI expense is eligible and included in Grant request | Includes \$24,000 Grant Project Coordinator Allowance over 18 months |
| REVENUE - RCP Grant #2 Business Plan/Case | \$ 250,000.00 | \$ 68,000 | Grant & Amount is subject to Approval; 3 year Grant Project timeline, balance of funds will be distributed over 2014 & 2015 Budgets | Includes \$12,000 annual Grant Project Coordinator Allowance |
| REVENUE - RCP Grant #3 Governance | \$ 250,000.00 | \$ 100,000 | Grant & Amount is subject to Approval; Application for this Grant will fall into the 2013-14 RCP fiscal year & will likely be distributed to 2016 | Includes \$12,000 annual Grant Project Coordinator Allowance; \$6000 for Q3&4 2013 |
| TOTAL REVENUE | | \$ 469,254 | | |
| TOTAL: Revenue & Opening Balance | | \$ 641,607 | | |
| EXPENSES | | | BUDGET NOTES | |
| Project Development Plan | Siting & Procurement process plan, communications plan, Regulatory requirements Plan | \$ 179,700 | Covered by Grant #1 if approved, Development plan to be completed within budget year. Contributes to the Business Plan | |
| Grant #1; Contracted Project Coordinator | | \$ 24,000 | Grant #1 approved | |
| Initial Business Plan | Phase 1 of Business Case | \$ 56,000 | Covered by Grant #2 if approved; balance of Grant funds distributed through 2014 & 2015 | |
| Grant #2; Contracted Project Coordinator | | \$ 12,000 | Eligible within Grant #2 if approved | |
| Governance Plan Draft | Preliminary estimate | \$ 94,000 | Grant & Amount is subject to Approval; April 1 2013 submission date; June 2013 start; 3 year plan to June 2016 | |
| Grant #3; Contracted Project Coordinator | | \$ 6,000 | Q3&4 Eligible within Grant #3 if approved | |
| Stakeholder Engagement/Advertising | To hold open houses 4 x \$5000 | \$ 20,000 | Open houses/information sessions/press releases/website updates | |
| Lobbying/Presentations | Promote SAEWA (4 people X \$1000 per trip) | \$ 4,000 | Presentations to municipalities, meetings with Ministers to promote SAEWA | |
| Lobbying/Presentations | 14 WMC X \$1200 | \$ 16,800 | Waste Management Commissions | |
| Travel, Mileage & Meals | Airfare and subsistence for facility touring (5 people X 1 trip X \$1250) | \$ 6,250 | Potential WTE facility tour | |
| Professional Services | accounting, audit, legal fees | \$ 10,000 | lawyer review of any contract/audit fees | |
| Other Engineering Services | Engineering Contingencies | \$ 30,000 | It is anticipated that any changes in waste tonnage or location would change the recommendations of the report and necessitate an update of the report. | |
| AGM & Stakeholder Meeting | Q4 of 2013 | \$ 5,000 | Following Municipal Elections | |
| Administrative Manager: Contracted | Salaried Contract | \$ 76,800 | Manager contract: Board approved \$4000/mos to December 31/12, Salary will increase to full time schedule for Q1 2013 | This position could be contracted in 2013 as a salaried position to eliminate overtime, all office costs inclusive; trips & travel expenses extra. |
| GST on items | Items 13 - 18 + 29 | \$ 22,425 | | |
| TOTAL EXPENSES | | \$ 562,975 | | |
| Excess revenue over Expenses | | \$ 78,632 | This is based on full participation of 2013 membership | |
| CLOSING BALANCE | | \$ 78,632 | | |

The Navigator

Willow Creek Composite High School

Issue 17 • Printed January 7, 2013

Claresholm, AB

News and information for the parents of Willow Creek Composite High School students, and the communities which make our school successful!

INSIDE THIS ISSUE:

- Modernization Update
- Threat Assessment
- No Smoking Reminder!
- Sports Update
- Fine Arts Society
- January 2013 Calendar



"Be always at war with your vices, at peace with your neighbors, and let each new year find you a better man." - Benjamin Franklin

The Navigator is produced and written by WCCHS staff, students and parents. We will strive to provide information to parents of our students on what is happening in our school, and to share with the community.

MODERNIZATION UPDATE

Major progress to date:

- Ongoing installation of ventilation ducting, electrical systems, domestic water and heating systems continues throughout the building.
- North and center core classrooms lighting has been installed.
- All classroom flooring is onsite.
- All core instructional area flooring has been completed.
- Millwork installation has started in core instructional areas.
- Learning support suites are now painted.
- Administration area block walls have been installed and partition walls are being framed.
- The common area ellipse ceiling is now drywalled and taped and further drywalling will continue to occur for the adjoining areas.
- Focus has now been turned to the gymnasium with the first act to be prepping the existing slab.
- New stucco work has commenced around the exterior of the building with all stucco ultimately being replaced.

There are a few smaller demolition items in select areas remaining.

Students of WCCHS have been kept informed by way of viewing photographs of the modernization progress to date.

The next update will be posted to www.lrsd.ab.ca on January 31, 2013.



come into the school and sign our new form. This ensures that we know who has picked up the student.

2) If the student is going to a previously arranged appointment, please call, send a note with the student or send an email. The student can then sign themselves out but we know that you have granted them permission to leave the school before the end of the day.

3) If the student needs to check out with no note, we will contact the parent/guardian to ensure that they have permission before signing them out. Thank you for understanding our need for security and promoting safety with our students.

THREAT UPDATE

Since recent events in 2012, it is important to review the safety protocols at all schools. We will be doing the following in the next month:

- 1) A Fire Drill (On a Nice Day)
- 2) A Lock Down Drill
- 3) Review of the Student Threat Assessment Fair Notice & Process.

The following information was distributed at the beginning of the year, outlining the processes for Threat Assessment: LRSD is committed to creating and maintaining school environments in which the emotional and physical safety of students, staff, parents and others is a priority. Schools cannot ignore any threat of violence. When threat making behaviors occur, schools initiate a process called Threat Assessment. Each school has a threat assessment team that includes an Administrator and School Counsellor, and may include RCMP, Child & Family Services Workers and Community Mental Health therapists.

What is a Threat? A threat is an expression of intent to do harm or act out violently against someone or something. Threats may be verbal, written, drawn, posted on the internet or made by gesture. Threat making behaviours include serious acts of violence, fire setting and possession of weapons (or replicas). If your child comes home and reports threat making behaviours, please notify the school administration immediately.

The Threat Assessment Process
When schools learn of threat making behaviours, they activate the Threat Assessment Protocol. Once the process has been activated, interviews may be held with the student(s), the threat maker, parents and staff to determine the level of risk and to develop an appropriate response to the incident. Intervention and support plans will be developed with the threat assessment team and shared with parents of the student that made the threats. To ensure the physical and emotional safety of everyone, it is important for all parties to engage in the process. If for some reason there is a reluctance to participate in the process, by the threat maker or parent/guardian, the threat assessment process will continue in order to ensure a safe and caring learning environment for all.

Should you have further questions about the threat assessment process, please contact 403-625-3387.



Reminder

to all students that there is to be **NO SMOKING** within sight of the school. Students who are caught smoking will be issued a ticket by the RCMP. WCCHS does not support underage smoking in any location.

STUDENT SIGN IN & OUT PROCEDURE

Willow Creek Composite High School has implemented a new Sign In & Sign Out procedure for students. This is to ensure we know where students are in case of an emergency. Students who are late are asked to sign in on a form at the office. It will also prevent unnecessary mistakes in our attendance data at the end of the day. **To sign out a student**, there are several different ways of taking care of this matter.

1) If you are picking up a student, we ask that you (as a parent) or designate



A look at the commercial kitchen in the common area

COBRA WEAR NOW ON SALE!

Next Order Date:
JANUARY 18
Samples in the office!
Tshirts in stock at the school!



Order forms in the office for t-shirts, shorts, sweats, tear-aways, jackets & more!

FROM THE PRINCIPAL:
Ian Stewardson



Welcome back to School! I hope everyone had a safe and happy holiday.

January is a time to make resolutions and commit to new habits. This is optimal for the life of a student since exams are coming up in the next couple of weeks.

1) Preparing for exams is essential for success. Some ideas to promote this success are:

- a) Never miss a class in the month of January because many tips and hints are given at this time,
- b) Begin reviewing by asking the teacher questions such as: "Is the test made up of all units or just the ones which we studied last?" or "What is the structure of the test?". These types of questions will assist you in preparing for the finals.
- c) Rewrite notes, reread the textbook and redo questions from old exams.

2) Studying a little bit daily will help more than a cram session on the evening before the test.

3) Relaxation techniques such as deep breaths will remove stress from the event of the test.

4) Other ideas can be found at www.testtakingtips.com/study/index.htm.

With some preparation, tests and finals need not be stressful.

Happy New Year!
Ian Stewardson

SCHOOL COUNCIL

School Council meetings are always held the third Thursday of each month (except in Dec, and July & Aug). If you have any questions, contact Chairperson Ruth Lindquist (403-625-3123) or Principal Ian Stewardson. The next meeting of WCCHS school council is at 7:00 pm on Thursday, January 17, 2013.

SPORTS UPDATE

Junior and Senior High Basketball is well underway. Check the school website for upcoming games.

Senior Varsity Boys Cobra Classic tournament will be held at WMES on January 11 and 12. Junior Varsity and Senior Varsity Girls Cobra Classics will be held in February.

High School Curling will start the week of January 7. Zones are the first weekend in February.

We are looking at getting a Team Handball program off the ground. Anyone who would be interested in coaching and/or assisting, please contact Mr. Lybbert at the school.

Sports Society will be doing the Orange and Grapefruit fundraiser in New Year. Proceeds will go toward bussing costs for our various teams.

FINE ARTS SOCIETY

The Claresholm Fine Arts Society is at the beginning stages of getting organized. This project will foster appreciation, support and fund the Arts in Claresholm and Willow Creek Composite High School. We have many

different talented people in the area with a great interest. There were 23 people who attended an organization meeting where it was decided that a committee to draft a set of bylaws, articles and application for society status. This will be presented to the larger group on Monday, January 28 at 7:00 p.m. at the Baptist Church. The group will ratify the proposal so that we can be registered as a society and begin the work of revitalizing the Arts in Claresholm.

EXAM WEEK

Grades 10, 11 & 12 will be writing Semester One final exams between January 24 and 30. During this time, junior high students (grades 7, 8 & 9) are expected to attend classes as usual. If you have questions, please call the office.

LOOKING FORWARD

Junior & senior high report cards will be distributed on February 4. Students and parents have access to Pinnacle anytime before, during or after final or midterm assessments are completed. A printed report card with comments will be provided on February 4, 2013.



JR HIGH SKI TRIP

Grades 7, 8 & 9 will be venturing off to Castle Mountain on January 24 for a ski day! More details will be coming home from the school, but mark your calendar!

UPCOMING DATES TO NOTE

- Last day of regular classes Semester 1 Gr. 10-12 January 23
- Jr. High Ski Day @ Castle January 24
- Exam Week (Grades 10-12 Semester 1) January 24-30
- No school for Jr. High Students (Gr. 7-9) Jan. 30, 31 & Feb. 1
- No School for ALL WCCHS Students January 31
- Semester Two Begins February 1
- IPP Meetings February 1
- Jr. & Sr. High Report Cards Out February 4
- Prom Fashion Show February 12
- No School February 18-22
- PROM 2013 April 26, 2013

GIFT CARD FUNDRAISER

Buy GIFT CARDS through WCCHS (in partnership with West Meadow Elementary School) for everyday purchases, to give as gifts for birthdays or the holidays, or for your business needs. Up to 15% of your everyday purchases will be automatically donated back to WCCHS student activities!

Visit www.fundscrip.com/retailers for the complete list of participating retailers. Contact Lindsay Martineau (West Meadow) or Barb Bell (WCCHS) for further details.
NEXT ORDER IS DUE FEBRUARY 1, 2013

HOW TO REACH US

Main Phone 403-625-3387
website: www.lrsd.ab.ca/schools/willowcreek
email: stewardsoni@lrsd.ab.ca
News to add? dofsteel@shaw.ca

WCCHS Alumni?
Register your information at www.wccsalumni.com

Willow Creek Composite High School Alumni Association
 @wccsalumni

IS YOUR CHILD ABSENT FROM SCHOOL?
You need to call the school
403-625-3387
to let us know!

January 2013

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------------------------|--|---------|--|--|---|----------|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 School Council Meeting 7 pm Sports Society Meeting 8 pm | 18 COBRA WEAR Orders due! | 19 |
| 20 | 21 | 22 | 23 Last day of regular classes for Grades 10-12 | 24 Grade 7, 8 & 9's to Castle Mountain | 25 | 26 |
| 27 | 28 Fine Arts Society Meeting 7:00 pm Baptist Church | 29 | 30 NO SCHOOL for Gr. 7-9 Students | 31 NO SCHOOL for ALL Students Semester Break | February 1 NO SCHOOL for Gr. 7-9 Students IPP Mtgs | |
| High School Exams | | | | | | |

Fundscrip Orders Due February 1 for Feb. 11 pick up

Willow Creek Composite High School • Grades 7-12

WCCHS Modernization Update

December 20, 2012

While it may not be evident from the outside, significant progress continues on the interior of the building.

Major progress to date:

- ➔ Ongoing installation of ventilation ducting, electrical systems, domestic water and heating systems continues throughout the building.
- ➔ North and center core classrooms lighting has been installed.
- ➔ All classroom flooring is onsite.
- ➔ All core instructional area flooring has been completed.
- ➔ Millwork installation has commenced in core instructional areas.
- ➔ Learning support suites are now painted.
- ➔ Admin area block walls have been installed and partition walls are being framed.
- ➔ The common area ellipse ceiling is now drywalled and taped and further drywalling will continue to occur for the adjoining areas.
- ➔ Focus has now been turned to the gymnasium with the first act to be prepping the existing slab.
- ➔ New stucco work has commenced around the exterior of the building with all stucco ultimately being replaced.

There are a few smaller demolition items in select areas remaining.

Students of WCCHS have been kept informed by way of viewing photographs of the modernization progress to date.

The Administration of WCCHS will continue to be involved in the process, attending site meetings to provide a school operational perspective and to serve as a conduit to communicate to school staff and School Council.

Due to the nature of the construction process, as well as for safety and insurance purposes, the general contractor will not allow unauthorized individuals on-site.

Site meetings occur every two weeks throughout the duration of the construction process involving representatives from LRSD, AB Infrastructure, the General Contractor and Consultants.

Following are photos of the work underway at WCCHS.

The next modernization update will be posted on January 31, 2013.



View of the front of the commercial kitchen (drywall has commenced)



Ellipse ceiling drywalled and taped



Steel supports are in place for multi media room



New stucco installation above the east doors



Installation of millwork in a classroom



Discussion between LRSD, Architects and Engineer representatives is an ongoing process

CLARESHOLM AND DISTRICT TRANSPORTATION SOCIETY
Board of Directors, Special Meeting, December 13, 2012

ATTENDEES: Neil Ohler – Lay Representative
Howard Paulsen - Lay Representative
Brydon Saunders – Lay Representative
Holly Gillespie – Porcupine Hills Lodge
Walter Gripping – Town of Granum
David Hubka– Town of Claresholm

Lyal O’Neill – Office Coordinator

REGRETS: Earl Hemmaway – M.D. of Willow Creek
Bob Thompson – Seniors Center
Sandra Young - Wandering Willows

Howard Paulsen, Chair called the meeting to order at 10:15am.

1.0 APPROVAL OF ADDITIONS TO AGENDA

Moved by Walter Gripping to accept the agenda. Carried.

2.0 BUSINESS ARISING

1. Dave has approval from the Town for payment by January 10, 2013.

3.0 NEW BUSINESS

1. Alternate Transportation Services for Seniors- We reviewed and revised the MARD application. David Hubka moved that we apply for the funding from the Alternative Transportation Services for Seniors – Rural Alberta Pilot Project. Carried.
2. The Fort Macleod used HandiBus for sale was discussed.

4.0 NEXT MEETING is on January 18, 2013 at WCCCC

5.0 The meeting was adjourned at 11:30 by Walter Gripping

cc. Town of Claresholm
WCCCC Laurie Watt

Claresholm Public Library Board

Regular Meeting

Minutes November 19, 2012

Present: Kathy Davies, Cathy Dahl, Mary Thompson, Shirley Leonard, Arden Dubnewick, Daryl Sutter, Lisa Andersen, Marika Thyssen.

Absent: Earl Hemmaway, Michael McAlonan.

Meeting called to order at 7:04 pm by Shirley

Approval of Agenda: Cathy Dahl

Approval of October minutes: Arden

| | |
|-------------------|--|
| | |
| Old Business | <ol style="list-style-type: none"> 1. Capital Expenditure Budget Proposal – see attached form; painting/carpets not capital expenditure; discussed having an electronic sign; basement upgrade would be \$25000ish; Daryl suggested putting \$25,000 per year from 2014 to 2017. Lisa moved to present the proposed budget to the Town. CARRIED. 2. 75th Anniversary: will have daily draws for the 23 days; gifts for the presenters; 74 invited so will just name off the list of invited people; \$1000 from sponsors (thanks Lisa) and more to come; John D. may do light show but, if too expensive, could do a book piñata filled with gifts 3. Lease Agreement: committee will go over changes Kris made. |
| Financial | Daryl moved to accept the report. CARRIED |
| CORRESPONDENCE | Shirley mentioned the Minister's Award for Public Libraries. There is nothing that would be usable for now, but will keep it in mind. |
| COMMITTEE REPORTS | <ol style="list-style-type: none"> 1. Chinook Arch- nil 2. Librarian: Chandler Blott continues weeding nonfiction (1500-1800 deleted after Kathy checks them); \$1138 used books sold by end of October so will reach the \$1200 wanted; Arden is cleaning up biographies; will then organize Jean Hoare Room; Envisionware has problems as visitors can type in any number and remain on |

| | |
|--------------|--|
| | <p>computers indefinitely; Kathy is looking into this. Arden moved to accept the report. CARRIED</p> <p>3. Friends: Kathy is going to suggest that the Friends take over the Pink Tea completely as well as Home Routes; also, be in charge of delivering posters and notices. Casino is booked for May 7 and 8.</p> |
| NEW BUSINESS | <p>1. Change executive positions – discussed and tabled</p> <p>2. Daryl stated that Mel Lyster from Continuing Care greatly appreciated the use of the library.</p> |

Meeting adjourned at 8:15 pm by Arden

Next meeting: December 17 at 6:00 pm.

Chairman

Date

Secretary

The Pipeline Water Co-op Ltd.

October 23, 2012

Meeting Minutes:

Called to order at 7:10pm

Attendees:

George & Julie Hensch, Cameron Fancy, Rod Brunes, Neil & Vivian Clay and Shayne & Kayley Leeds.

Absent:

Jay Gustman, Town of Claresholm, Suzanne Hahn & Carmen Gajecki.

Old Business:

- The Progress of the land title transfer was discussed, Cameron volunteered to contact Kris to find out further details. Rocky stated he would look into the estimated costs associated with a private transfer.
- The question as to whether the Co-op needed to file income tax was revisited, with no answers. Kayley will phone Carmen.
- George reviewed his findings with the weekly/monthly water testing. Bacteria remains absent and Chlorine levels remain steady.
- Discrepancy in insurance quotes was answered.

New Business:

- The town water bill is now set up as a direct payment from the Co-ops Credit Union bank account as of September 2012. We will continue to receive paper invoices from the town.
- Rod brought the idea forward to try email transfers in order to pay quarterly water bills to the Co-op, thought it would be easier and more cost efficient.
- Governance training was offered, not applicable to our water Co-op.
- The question of how much to have in a Reserve Fund was revisited, and all attendees voted to have \$10,000 in the Reserve Fund. Once that amount is reached we will then discuss a possible lower quarterly payment or a rebate plan.

Meeting adjourned at 8:10pm.



December 17, 2012

Dear Sir/Madam:

Alberta Environment and Sustainable Resource Development (ESRD) is committed to maintaining healthy forests. The Forest Health Section surveys and monitors forest health agents throughout forested crown land, including lands administered by Alberta Tourism, Parks and Recreation.

The enclosed document will provide you with information about the most damaging forest health agents currently in the Southern Rockies area. Included in the document is a map that will show where various types of impact can be seen. As there was no visible damage from mountain pine beetle or western spruce budworm observed within the Southern Rockies forest management area, they are not included on the map.

I am also pleased to advise you that the Southern Rockies Area is co-leading the provincial recovery planning process for whitebark and limber pine. Both species are found in the higher elevations of the Rockies Mountains, and the vast majority in Alberta are located within our area. Both whitebark and limber pine are listed as *endangered* in Alberta under the *Wildlife Act*, and whitebark pine was also recently listed under the federal *Species at Risk Act*. I anticipate providing you with more news about conservation and restoration efforts in the coming months.

If you have any questions or would like to subscribe to our emailed beetle update, you are welcome to give me a call at (403) 355-4854 or email Brad.Jones@gov.ab.ca.

Sincerely,

A handwritten signature in blue ink, appearing to be "Brad Jones", with a long horizontal line extending to the right.

Brad Jones
Area Forest Health Officer
Encl.

To learn more about the types of insects and disease listed here, please visit esrd.alberta.ca and search 'Forest Pests'.

MOUNTAIN PINE BEETLE (MPB)

MPB populations in south-eastern British Columbia have considerably decreased and subsequently the risk of in-flight to the Southern Rockies Area is low. A network of monitoring sites using tree baits and funnel traps continues to be implemented across the area.

In 2012, only nine baited trees were sufficiently attacked to merit control as a precautionary measure. However, in Cypress Hills Interprovincial Park, the presence of MPB merits control on a larger scale.

Twenty-three sites in Cypress Hills were identified through aerial survey. Subsequent ground surveys of those sites identified 84 individual trees attacked by mountain pine beetle. Even though the number is up from last year (32 trees) for the area, the impact is still considered minimal. ESRD fire crews worked with Park staff to fall and pile the trees in September and October. The piled trees will be burned as soon as conditions for winter fire operations are favourable.

LARGE ASPEN TORTRIX

Large aspen tortrix caterpillars feed on the leaves of aspen trees. During the 2012 aerial survey, several patches of defoliation by large aspen tortrix were visible in the Trout Creek and Lyndon Creek areas of the Porcupine Hills. There was also a small patch north of Burmis. Large aspen tortrix outbreaks may last 3-4 years, therefore more severe, widespread defoliation can be anticipated in 2013. Large aspen tortrix is considered a nuisance more than a concern, as it typically has no long-term adverse effect on aspen trees.

WESTERN SPRUCE BUDWORM

Damage from budworm caterpillars can occur on both Douglas-fir and spruce trees. Compared to previous years, the budworm numbers are down in Beaver Mines, Crowsnest Pass, along the south end of the Porcupine Hills, and in West Castle near the ski hill. No defoliation was visible from the air but local residents may have observed large numbers of moths flying in late summer.

DOUGLAS-FIR BEETLE

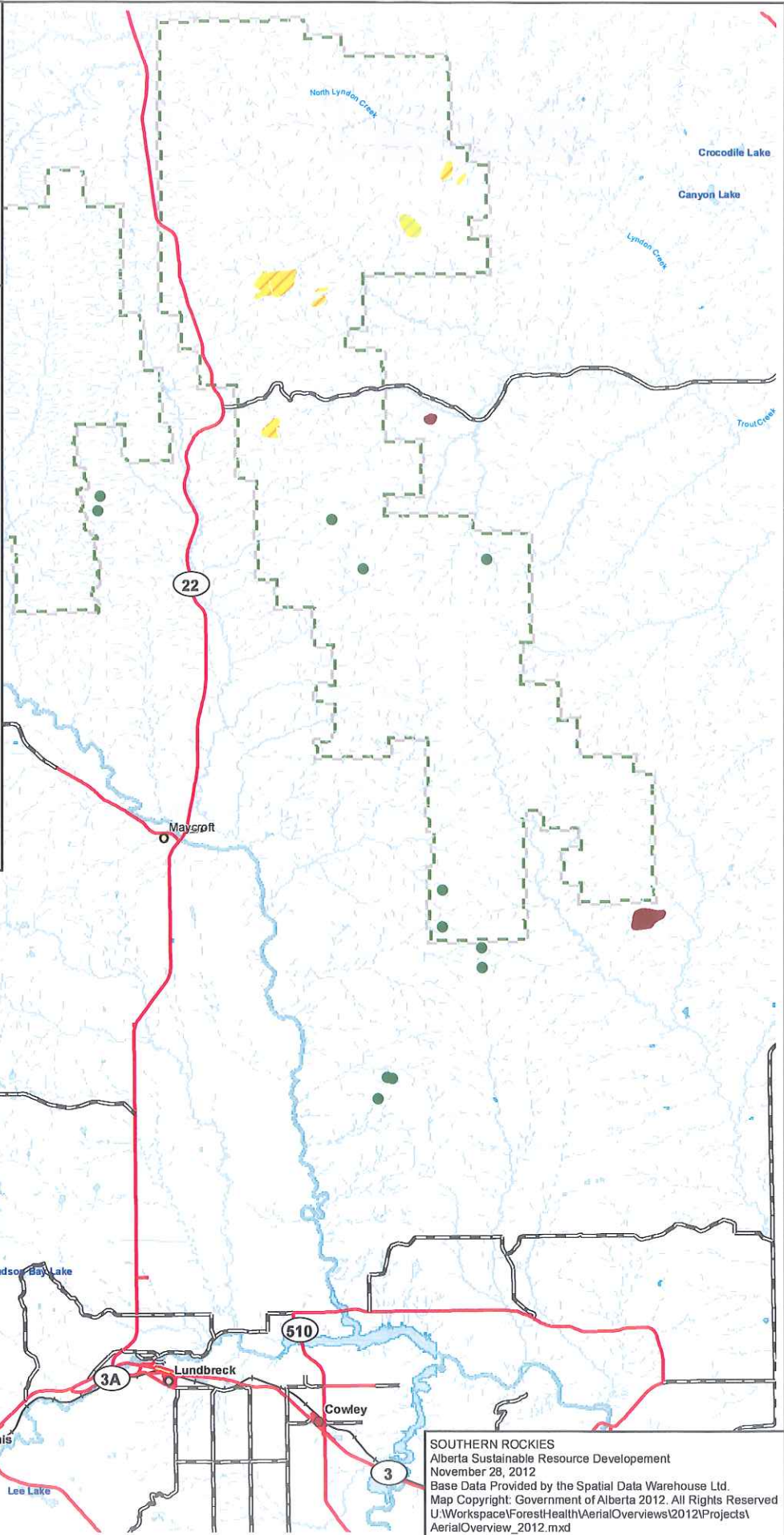
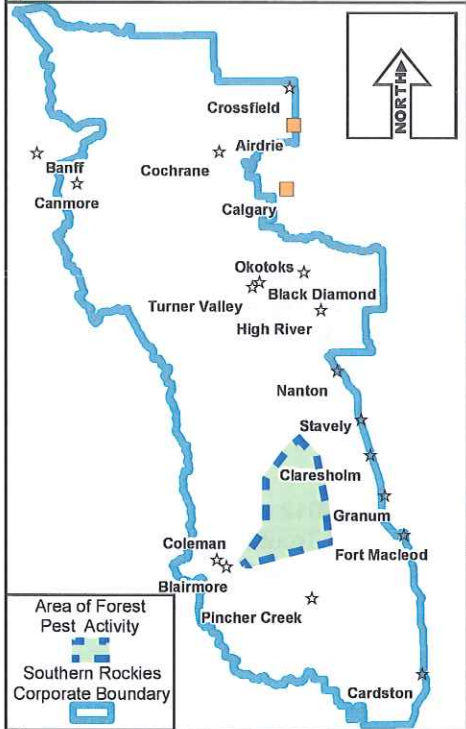
Douglas-fir beetle populations have also decreased. However, large, mature trees killed by Douglas-fir beetle are visible in patches in the Porcupine Hills and the ridges north of Maycroft.

ROOT DISEASE

Douglas-fir is also highly susceptible to root disease and the fungus is prevalent in the southern Porcupine Hills. Large root disease circles are easily visible in the area and a large, new patch of yellowing trees was detected this past summer just outside of the southeast corner of the Forest Reserve.

Southern Rockies Forest Pest Aerial Surveys 2012

- | Agents | | Access | |
|--------|---------------------|-----------|--------------------|
| | Douglas-fir Beetle | | Paved |
| | Root Disease | | Gravel |
| | Large Aspen Tortrix | Hydrology | |
| | Light | | Lake/Pond |
| | Moderate | | Major River |
| | Forest Reserve | | Minor River/Stream |



SOUTHERN ROCKIES
 Alberta Sustainable Resource Development
 November 28, 2012
 Base Data Provided by the Spatial Data Warehouse Ltd.
 Map Copyright: Government of Alberta 2012. All Rights Reserved
 U:\Workspace\ForestHealth\AerialOverviews\2012\Projects\AerialOverview_2012.mxd

**Claresholm Animal Rescue Society
Amended Regular Meeting Minutes
October 18, 2012**

Present: Jean Sorochan, Anne Papan, Kim Alexander, Rita Hahn, Kris Holbeck, Gerald DeBruyn

Regrets: Judy VanAmerongen, Barb Hinkle, Karen Thompson, Pat Baker, Denise Peters, Sylvia Giroux

Guest: Linda Brooks

1. Call to Order

The meeting was called to order at 7:15 pm.

2. Approval of Agenda

Motion by Kris Holbeck to approve agenda as Amended. All in favour. CARRIED.

3. Approval of Regular General Meeting Minutes October 18, 2011

Motion by Kris Holbeck to accept the minutes as Amended. All in favour. CARRIED.

4. Shelter Update

- 14 Volunteers
- 248.75 Hours
- New cats : 2 - Danis, Kelly, Mother + 5 babies (3months) from Stavely
- Cat adoptions: Camilla, Birkley, Madison, Lisa, Remy
- Petsmart adoptions: Zing, Gucci, Kevin, Dal Rae
- Cats brought to Petsmart : Woodstock, Jupiter, Periwinkle, Reo
- Cats in Foster: Theresa, Tabetha, Treena

5. Adoption Update

- Jordon has a foot injury and is being treated. (one of the puppies)
- Jack is adopted
- Biscuit is for trial adoption
- Chandler or Kelsey - are very sound dog people
- The puppy with the bright blue collar - we let the people know about not fixing their own dog. The board decided not To give Them of The puppies until after they were fixed. These people were not happy with the decision of the board. We told them the day of the spay Would be in

December 2012.

- Abba euthanized
- Bill from local press is doing an article in the paper for the coon hound puppies.

6. TNR Update

- TNR Booked For October 30th Weather Permitting

7. Fundraising Update – Calendars - the first batch of 50 will be at the shelter and then the next batch will be at the shelter November 24th ready for the craft fair.

8. Treasurer's Update –

- Linda Brook - reports on profit and loss September 2012, see attached report.

9. New Building Update –

- There is some money left in the budget for the new building to allow for shading for the dogs. Shading for the dogs are about 12 feet by 12 feet which is \$4800 and the 14 feet by 22 feet which is \$ 5400. Kris Holbeck showed a catalog for what the shading for the dogs look like and what colors are available.
- Discussion also about signage for the location of the CARES building.
- Washed rock for the dog runs should be brought in. easy to keep clean and easy on the dogs paws.

10. Others

- Letter to Mila's Adopter - Should say he should have sent cat back to CARES
- 5 year Project - this is for big things and List should be in to the Town Council By November 2012.
- Kris Holbeck Motioned to go into Camera. All in Favour. CARRIED.
- Kris Holbeck Motioned to go out of Camera. All in Favour. CARRIED.

11. Adjournment: Meeting adjourned at 8:45pm

12. Next Regular Meeting: Will be held at the Bill Simpson room at the Library, Thursday, November 15, 2012, at 7:15pm.

Minutes Completed by
Gerald DeBruyn
CARES Secretary

Claresholm Animal Rescue Society
Regular Meeting Minutes
November 15, 2012

Present: Kris Holbeck, Rita Hahn, Sylvia Giroux, Gerald DeBruyn

Regrets: Jean Sorochan, Anne Papan, Kim Alexander, Barb Hinkle, Judy VanAmerongen,
Denise Peters, Pat Baker

Guest: Linda Brooks

1. Call to Order

The meeting was called to order at 7:15 pm.

2. Approval of Agenda

Motion by Kris Holbeck to approve agenda as Presented. All in favour. CARRIED.

3. Approval of Regular General Meeting Minutes October 18, 2011

Motion by Kris Holbeck to accept the minutes as Amended. All in favour. CARRIED.

4. Shelter Update

- 15 Volunteers
- 376 hours - October 18th 2012 to November 15th 2012
- 13 new cats - 3 kittens in foster with Kristal P. and 2 kittens in foster with Ruth Anne and 5 with Rita.
- cats at Petsmart - Woodstock, Jupiter, Levi, Vegas, Zing, Christel

5. Adoption Update

- ~~by [redacted]~~ found a dog Cross Shephard with Redish color male near Baron east of Stavely
~~Adopted out.~~ *2 pups left*

6. TNR Update

- TNR Booked For November 30th, 2012 Weather Permitting

7. Fundraising Update

- Calendars are ready and are for sale
- PetSmart Lethbridge is having Santa Paws and Supply 2 people for December 2012. CARES get 1st choice in December.

8. Treasurer's Update –

- Linda Brook - reports on profit and loss October 2012, see attached report.

9. New Building Update –

- Shading for the dog runs is on its way and will be installed by the town.

10. Others

- Lisa - waive adoption fee of Neptune. Neptune is having seizures but may have to be euthanized.
- application came in for a girl under age (Board says no to application)
- a person surrendered to Shepherd Cross (Board says no to surrender)
- Stove pellets used for cat litter is a new product from UFA and it does not work for our purposes?
- Milla's adopter has been sent a letter from CARES.

11. Adjournment: Meeting adjourned at 8:00pm

12. Next Regular Meeting: Will be held at the Bill Simpson room at the Library, Thursday, December 20, 2012, at 7:15pm.

Minutes Completed by
Gerald DeBruyn
CAREs Secretary

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

Principal

Mrs. Kathy Charchun

Assistant Principal

Mrs. Dana Burrows

Office Admin

Mrs. Bev McLeod



5613 – 8th St. W., Box 130
Claresholm, AB
T0L 0T0
P: 403-625-4464
F: 403-625-4283

Website:

www.lrsd.ab.ca/school/westmeadow



A Season of Giving

**It has been a season of giving at
West Meadow Elementary School!**

Thank you to everyone for your generosity in the last week

- **Parents for providing snacks for classroom parties**
- **Students and staff for the fantastic Christmas concert performances**
- **Special thank you to Kevin McPhail & Darren Sanders for hauling chairs to the school for the concert**
- **The organizing and decorating committees for the concert**
- **The Grade 6 Leadership Group for organizing the Door Decorating Contest**

**The continued support of our Claresholm community as
was evident by the awesome turnout at the concert!**

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

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

While achieving the provincially defined outcomes.



**Claresholm Schools
CREATE Success!**

FundScrip Gift Cards

Thank you for supporting our latest fundraising project! Gift cards will be available for you to purchase throughout the year for your own shopping or gifts. Look for details on the WMES website in the New Year.

The Fundraising Society and the students and staff at WMES would like to extend a heartfelt
THANK YOU
to our community for the incredible support during our fundraisers this year.

WELCOME
To
Ms. Jocelyn Dimm
as our
Library Technician

Please feel free to drop in and introduce yourself to Jocelyn and share stories about your favorite books!



Reminder for Parents and Students

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

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



Grade 5/6 Ski Trips Dates Are Set!

February 5 – Forms are due back January 15
March 5 – Date for forms to be determined



If your child has worn clothing items home from school, because their clothes got wet or dirty; please wash and return them to the school, so they can be lent to someone else in need.

We also appreciate donations of gently used clothing items, especially non gender sweat/jogging pants, shirts, socks and mittens. We only have a few items of each size on hand to lend out and would appreciate more.



School Council Meeting
January 15 at 6:30



Fundraising Society Meeting
January 21 at 7:00 pm.

Thank you!

Thank you, parents for the lovely Christmas plant as I leave this school.
It has been an honor and privilege to know your children.
I will miss them!

Mary Thompson

School Fees:

Reminder that school fees are past due, please make payment arrangements with the office or contact the school board directly.



WE CREATE CHANGE



WMES collected **18** bags of pennies equaling approximately \$450. This provides clean water for **18** people for the rest of their lives!

Way to go WMES for supporting this
Free The Children Penny Campaign

JANUARY *HAPPY NEW YEAR!*



| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|--------|--|--|---------------------------------------|---|---|----------|
| | | 1 Happy New Year | 2 | 3 | 4 | 5 |
| 6 | 7 Welcome Back | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 Ski Forms Due School Council 6:30 | 16 Subway Day | 17 | 18 wear West Meadow clothes day! | 19 |
| 20 | 21 Fundraising Society meeting 7:pm. | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 Assembly | 30 Grade 6 Swim 2:00-3:00 p.m. | 31 LRSD Staff Development Day No school for students. | 1 WMES Staff Planning Day No school for students. | |

| | | | | | | | |
|---|------------|----|------------|----|-----------|----|-------------|
| 1 | Emily C. | 7 | Katryna L | 15 | Maggie F. | 22 | Matthew V. |
| 1 | Ethan Mc. | 10 | Keegan F-J | 15 | Jaide R. | 23 | Mackenzie M |
| 2 | Carson D. | 11 | Paiton H. | 15 | Nate W. | 26 | Andrew H |
| 2 | Megan M | 13 | Keenan M | 16 | Jaylen M. | 27 | Quinn L. |
| 4 | Madison M | 13 | Kyle V. | 17 | Taylor H. | 27 | Jarett P. |
| 5 | Amy D. | 14 | Jacob P. | 22 | Sean B. | 30 | Ella R. |
| 5 | Kennedy H. | 14 | Avalayne S | 22 | Colin Mc | | |

