



TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
SEPTEMBER 8, 2014
AGENDA

Time: 7:00 P.M.
Place: Council Chambers
Town of Claresholm Administration Office
221 – 45 Avenue West

CALL TO ORDER

AGENDA: ADOPTION OF AGENDA

MINUTES: REGULAR MEETING MINUTES AUGUST 11, 2014

FINANCES: AUSUGT 2014 BANK STATEMENT

DELEGATIONS:

1. ALBERTA EMERGENCY MANAGEMENT AGENCY
RE: Disaster Recovery Program - Flooding Event in June 2014
2. ASSOCIATED ENGINEERING
RE: Storm Water Master Plan

ACTION ITEMS:

1. CORRES: Hon. Greg Weadick, Minister of Municipal Affairs
RE: Municipal Sustainability Initiative (MSI) Capital Funding
2. SAEWA Collaborative Governance Framework – Councillor O'Neill
3. CORRES: Claresholm & District Health Foundation
RE: 8th Annual Gala – September 27, 2014
4. CORRES: Faith Community Baptist Church
RE: Use of Town Office
5. REQUEST FOR DECISION: Interim Servicing Agreement (ISA) / Memorandum of Understanding (MOU) – Between the Town of Claresholm & the Municipal District of Willow Creek
6. REQUEST FOR DECISION: December Meeting Date(s)
7. ADOPTION OF INFORMATION ITEMS
8. IN CAMERA: DEVELOPMENT

INFORMATION ITEMS:

1. Cheque Listing for Accounts Payable – August 2014
2. Claresholm & District Health Foundation Newsletter – Spring 2014
3. Chinook Arch Board Report – August 2014
4. Municipal Planning Commission Minutes – July 18, 2014
5. Municipal Planning Commission Minutes – August 15, 2014
6. Oldman River Regional Services Commission Executive Committee Meeting Minutes – June 12, 2014
7. Claresholm & District Chamber of Commerce Minutes – August 19, 2014
8. Willow Creek Regional Waste Management Services Commission Minutes – July 24, 2014
9. Porcupine Hills Lodge Regular Meeting Minutes – June 2, 2014
10. Foothills Country Hospice Society “Great Gatsby Gala” October 25, 2014
11. Stars of Alberta Volunteer Awards 2014 – Call for Nominations

ADJOURNMENT



TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING MINUTES
AUGUST 11, 2014

Place: Council Chambers
Town of Claresholm Administration Office
221 – 45 Avenue West

COUNCIL PRESENT: Mayor Rob Steel; Councillors: Chris Dixon, Jamie Cutler, Betty Fieguth, Shelley Ford, Mike McAlonan and Lyal O'Neill.

ABSENT: None

STAFF PRESENT: Acting Chief Administrative Officer: Jeffery Gibeau; Secretary-Treasurer: Karine Wilhauk.

MEDIA PRESENT: Rob Vogt, Editor, Claresholm Local Press

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

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

CARRIED

MINUTES: **REGULAR MEETING – JULY 15, 2014**

Moved by Councillor Ford that the Regular Meeting Minutes of July 15, 2014 be accepted as presented.

CARRIED

FINANCES: **JULY 2014 BANK STATEMENT**

Moved by Councillor McAlonan to accept the July 2014 bank statement as presented.

CARRIED

DELEGATIONS: **JO-ANN PEACH**

RE: Flooding Event in June 2014

Jo-Ann Peach was present to speak to Council regarding the flooding event that took place in June 2014. Their home was flooded this year and the prior year. They would like reassurance that it will not happen again next year. There have been homes in this community that have been condemned, and what will happen to them if their home is condemned. Residents voted for this Council and would like to see Council do something to make sure that the flooding does not happen again.

ACTION ITEMS:

1. BYLAW #1598 – Water & Sewer Bylaw Amendment

RE: 3rd Reading

Moved by Councillor Cutler to give Bylaw #1598, a Water & Sewer Bylaw Amendment, 3rd & Final Reading.

CARRIED

2. CORRES: Robert B. Wall

RE: Water & Sewer Utilities

Received for information.

3. CORRES: Claresholm Lions Club

RE: Fly-in Breakfast August 23, 2014

Received for information.

4. CORRES: Claresholm Animal Rescue Society

RE: Advertising in 2015 Fundraising Calendar

Moved by Councillor Ford to support the Claresholm Animal Rescue Society's 2015 Calendar with an advertising spot for \$150.

CARRIED

5. CORRES: Canadian Senior Pro Rodeo Association

RE: Senior Pro Rodeo Finals October 16-19, 2014 Sponsorship

Moved by Councillor Cutler to support the Canadian Senior Pro Rodeo Association's Senior Pro Rodeo Finals October 16-19, 2014 with sponsorship of \$500.

CARRIED

**6. CORRES: Claresholm Community Centre Association
RE: 2014 Insurance**

Moved by Councillor McAlonan to pay the Claresholm Community Centre's commercial general liability insurance, for the 2014 year only, in the amount of \$694.27, and to advise them that the insurance fees will be under review for 2015.

CARRIED

**7. CORRES: Betty Hoare & Jim Lockhart
RE: Claresholm & District Museum Board**

Moved by Councillor Ford to appoint Betty Hoare and Jim Lockhart to the Claresholm & District Museum Board.

CARRIED

**8. CORRES: Chinook Arch Regional Library System
RE: Chinook Arch Library Board 2015-2018 Budget**

Referred to the Claresholm Public Library Board.

9. INFORMATION BRIEF: South Saskatchewan Regional Plan

Received for information.

10. REQUEST FOR DECISION: Auction Date & Reserve Bids – Tax Recovery Sale

Moved by Councillor Cutler that the 2014 tax recovery auction date is set for 9:00AM on October 15th, 2014.

CARRIED

Moved by Councillor O'Neill that the 2014 tax recovery reserve bid for Lot 4, Block 3, Plan 147N is set at \$161,350.00.

CARRIED

Moved by Councillor Fieguth that the 2014 tax recovery reserve bid for Lots 1-16, Block 1, Plan 1014361 & Lots 1-22, Block 2, Plan 1014361 & Lots 1-20, Block 3, Plan 1014361 is set at \$2,314,250.00.

CARRIED

Moved by Councillor Ford that all 2014 tax recovery sales are subject to the terms and conditions of a sale referenced herein.

CARRIED

11. ADOPTION OF INFORMATION ITEMS

Moved by Councillor McAlonan that the information items be accepted as presented.

CARRIED

12. IN CAMERA: DEVELOPMENT

Moved by Councillor Cutler that this meeting go In Camera.

CARRIED

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

CARRIED

ADJOURNMENT: Moved by Councillor Ford that this meeting adjourn at 9:04pm.

CARRIED

Mayor – Rob Steel

Acting Chief Administrative Officer – Jeffery Gibeau

**TOWN OF CLARESHOLM
AUGUST 2014 BANK STATEMENT**

RECONCILED BALANCE JULY 31, 2014			\$668,905.48
<u>DEPOSITS TO BANK</u>	DEBITS	CREDITS	BALANCE
RECEIPTS FOR MONTH	\$350,275.13		
REVOLVING LOAN RECEIVED	0.00		
CURRENT ACCOUNT INTEREST	1,035.01		
GIC REDEEMED	1,000,000.00		
INTEREST ON GICS	10,622.60		
TRANSFERS FROM T-BILLS	0.00		
SUBTOTAL	\$1,361,932.74		
<u>CHARGES TO ACCOUNT</u>			
ACCOUNTS PAYABLE		\$350,420.15	
PAYROLL CHARGES		114,699.69	
INTEREST ON REVOLVING LOAN		0.00	
REVOLVING LOAN PAID		0.00	
LOAN PAYMENTS		0.00	
MASTERCARD PAYMENT		1,495.08	
TRANSFERS TO T-BILLS / GIC PURCHASE		1,000,000.00	
NSF CHEQUES		35.04	
SERVICE CHARGES		337.18	
SCHOOL FOUNDATION PAYMENT		0.00	
SUBTOTAL		\$1,466,987.14	
NET BALANCE AT END OF MONTH			\$563,851.08
<u>BANK RECONCILIATION</u>			
BALANCE PER BANK	584,331.31		
PLUS OUTSTANDING DEPOSITS	2,114.51		
LESS OUTSTANDING CHEQUES		-22,594.74	
RECONCILED BALANCE AUGUST 31, 2014			\$563,851.08
<u>OTHER BALANCES:</u>			
EXTERNALLY RESTRICTED T-BILLS	\$882,543.47		
EXTERNALLY RESTRICTED GIC'S (FCSS)	\$0.00		
NON-RESTRICTED GIC'S	\$3,000,000.00		
PARKING RESERVE	\$3,638.37		
WALKING PATHS RESERVE	\$1,977.28		
OFFSITE LEVY RESERVE	\$62,605.42		
SUBDIVISION RESERVE	\$36,202.06		
REVOLVING LOAN BALANCE		\$0.00	

SUBMITTED TO TOWN COUNCIL THIS 8th DAY OF SEPTEMBER 2014

Submitted: Karine Wilhauk
Secretary Treasurer

ACTION ITEMS



ALBERTA
MUNICIPAL AFFAIRS

Office of the Minister

AR74606

AUG 14 2014

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

Dear Mayor Steel,

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

I am pleased to inform you that the following projects have been accepted as qualifying projects under the capital funding guidelines. Your municipality may apply the following amounts of your MSI capital funding allocation to the qualifying costs of these projects:

CAP-5810	Highway #2 Wastewater Line Replacement	\$ 52,000
CAP-5831	2014 Street Improvements	\$320,000

In order to recognize your success through these projects, and to recognize the contribution that the MSI has made in achieving this success, please include them in a published list of MSI-funded projects that is available to the public.

As per the MSI capital guidelines, I may select specific projects that merit enhanced public recognition. If one or more of the above projects are selected, my ministry will contact you to develop a joint communication plan.

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

Sincerely,

for Greg Weadick
Minister of Municipal Affairs

cc: Jeff Gibeau, Acting Chief Administrative Officer, Town of Claresholm



B R O W N L E E L
L L P

B a r r i s t e r s & S o l i c i t o r s

Refer to: J. C. McDonnell
Direct Line: 780.497.4801
E-mail: jmcdonnell@brownleelaw.com
Your File No.:
Our File No.: 84386.0001

July 29, 2014

TOWN OF CLARESHOLM
PO Box 1000
Claresholm, AB T0L 0T0

Attention: Jeff Gibeau, Acting Chief Admin. Officer

Re: SAEWA Collaborative Governance Framework

As you are aware, we have been retained by the Southern Alberta Energy From Waste Association ("SAEWA") to prepare a report on the optimum Regional Governance Model that best suits the needs of SAEWA (the "Project") and its members. SAEWA is comprised of 18 members which themselves are comprised of a combination of groups of independent members that are representative of towns, counties and hamlets situated within the 62 municipal entities.

We are sending this correspondence both to those 18 members as well as each one of the 62 municipal entities who comprise SAEWA's 18 members.

As SAEWA is progressing, it is recognized that it needs to move beyond the current governance model and current legal model and migrate to a new model that is recognizable in the industry as a valid model to construct, finance and operate a Waste to Energy Plant.

NATURE OF WORK - QUESTIONNAIRE

The success of this Project is dependent upon the input of all the SAEWA stakeholders. Our recommendations will be reliant upon the input of all the SAEWA members. The Project is for the collective benefit of the members. Therefore, we need to recognize the needs and desired outcomes of the members. The Project will likely not have the legitimacy that it needs without the recognition of input from all the stakeholders.

In the course of our retainer on this Project, we have been asked to produce a final report by the end of August 2014. This ambitious timeframe will likely preclude us from meeting all the Members and having individual discussions. (We are in regular communication with the

{29/07/2014 ,E1540596.DOC;1}

ESTD 1935

2200 COMMERCE PLACE
10155 - 102ND STREET, EDMONTON, ALBERTA, CANADA T5J 4G8
TELEPHONE: 780.497.4800 WWW.BROWNLEELAW.COM FACSIMILE: 780.424.3254

SAEWA Executive Committee and its Executive Director.) We have therefore developed the attached questionnaire.

The Questionnaire is a document that we have prepared in anticipation of recognizing many of the key matters of input that members may wish to raise. We are hopeful that it will provide us with sufficient guidance to produce a meaningful report to be used in implementing the Project. In our experience in developing other inter-municipal utility entities, we have recognized those discussion points that municipal groups frequently raise. The Questionnaire will address many of these points.

Accordingly, we ask that your group reviews this Questionnaire shortly, answers it and provide back to us. The sooner that we receive all the returned Questionnaires, the sooner that we can produce the report for the optimum governance model.

Should your group have any questions about the Questionnaire that you wish to seek clarification about or wish to discuss it, we will be available to discuss same. We anticipate that most of these matters can be addressed by an email to us or a telephone call. Do not hesitate to contact us.

MEMORANDUM OF UNDERSTANDING

Again, from our prior experience, we have a feel as to how these projects gain momentum and start to work best. As a preliminary step, we have found that they often work best with all the stakeholders signing a Memorandum of Understanding ("MOU").

The MOU is a document which outlines who has responsibility for what, in making the final recommendations to the affected parties, regarding the Project. Note that there are 18 members of SAEWA itself. Most of these 18 members represent a larger group of communities, resulting in up to 60 current members. However, it is these 18 parties that are the members of SAEWA, so these 18 members will be the signatories to the MOU.

We anticipate that those organizations that represent multiple municipalities will need to ultimately turn to their constituent municipalities for input. Therefore, this is why everyone is receiving the Questionnaire, but only the 18 SAEWA members will sign the Questionnaire.

For your information, the MOU will state, among other things, that:

- The 18 members and SAEWA itself will work cooperatively to investigate the governance options and alternatives for the parties;

- The 18 members will empower SAEWA's Executive Committee to investigate how to get from Point A (the present state today) to Point B (the recommendations to the parties);
- All costs with respect to this project shall be paid for by SAEWA and with no financial contribution expectations from its Members. That said, we understand that SAEWA has received a substantial governance grant from Municipal Affairs which should cover all of SAEWA's anticipated expenses respecting this portion of the Project;
- The Executive Committee will work with those consultants as is necessary (which includes Brownlee LLP), during the investigation stages; and
- Although the members will not have direct input in the decision making process (although they will have input on the Questionnaire), the final report is not binding upon any member. It is up to each party to agree to proceed with this Project, based upon the recommendations that are provided therein.

NATURE OF BROWNLEE LLP RETAINER

We have proposed to SAEWA and SAEWA has accepted, that Brownlee LLP be retained as the "Project lawyer". In doing so, we will not be lawyer for any one individual partner but rather a lawyer for the Project. Our client is SAEWA itself.

Accordingly, we send this correspondence to clarify the scope of retainer on this Project. We will be acting as the Project lawyer for this and will not be an advocate for any specific SAEWA member as pertains to this Project specifically. Our role is to solely make recommendations and advice as to the optimum governance structure for the global benefit of the Project.

We do recognize that SAEWA was created as a regional collaboration between a number of municipal entities and waste management entities and therefore, SAEWA was created for the purpose of implementing this. We are the legal counsel for many of the members of SAEWA and the municipal members of these SAEWA members. This retainer will not jeopardize any other file that Brownlee LLP may be assisting on already.

We will be contacting and inviting input from all of the members of SAEWA, but in the course of us doing so, we will not be advocating necessarily for that particular member.

We have reviewed the circumstances of this matter as we currently understand them and have concluded that it is in the best interest of implementing the Project for us to act in such a manner.

Each of the SAEWA members must be aware of the following:

1. it is possible that some time in the future, interest of one or more of the parties may not be the same as one or more of the other parties and a potential for conflict between them may arise;
2. no material information received in connection with these matters for one party can be treated as confidential so far as the other parties are concerned; and
3. should the need arise for any member to consult their own legal counsel, they are free to do so, within their sole discretion.

We will take instructions from representatives of SAEWA itself. However, we will be conscious and attuned to the fact that SAEWA exists for the benefit of its members.

We wish to inform all affected parties of this. We again reiterate that Brownlee LLP acting as the Project lawyer for this matter will have no impact on any other matter that Brownlee LLP may continue to act as legal counsel for a member for. Any information gathered in that capacity will continue to remain to be subject to the same solicitor-client privilege that normally exists.

Should anyone have any specific questions regarding this matter, please do not hesitate to contact the writer.

Yours truly,

Per:



JOHN C. McDONNELL

Encl.

JCM:so*E1509547



MEMORANDUM OF UNDERSTANDING & INTERIM AGREEMENT

SOUTHERN ALBERTA ENERGY FROM WASTE ASSOCIATION

and

The Members Thereto

THIS MEMORANDUM AND AGREEMENT dated the ___ day of _____, 2014.

AMONGST:

BOW VALLEY WASTE MANAGEMENT COMMISSION

a Regional Services Commission in the Province of Alberta

- and -

CHIEF MOUNTAIN REGIONAL WASTE COMMISSION

a Regional Services Commission in the Province of Alberta

- and -

TOWN OF COALDALE

a municipality in the Province of Alberta

- and -

TOWN OF COALHURST

a municipality in the Province of Alberta

- and -

CYPRESS COUNTY

a municipality in the Province of Alberta

- and -

LETHBRIDGE COUNTY

a municipality in the Province of Alberta

- and -

THE CROWNEST/PINCHER CREEK LANDFILL ASSOCIATION

a Society in the Province of Alberta

- and -

FOOTHILLS REGIONAL SERVICES COMMISSION

a Regional Services Commission in the Province of Alberta

- and -

DRUMHELLER & DISTRICT SOLID WASTE MANAGEMENT ASSOCIATION

a Society in the Province of Alberta

- and -

NORTH FORTY MILE REGIONAL WASTE MANAGEMENT SERVICES COMMISSION

a Regional Services Commission in the Province of Alberta

- and -

SOUTH FORTY WASTE SERVICES COMMISSION

a Regional Services Commission in the Province of Alberta

- and -

NEWELL REGIONAL SOLID WASTE MANAGEMENT AUTHORITY LTD.

A Part 9 Company in the Province of Alberta

- and -

**TABER AND DISTRICT REGIONAL
WASTE MANAGEMENT AUTHORITY**
a partnership of two Alberta Municipalities

- and -

WHEATLAND COUNTY
a municipality in the Province of Alberta

- and -

**MUNICIPAL DISTRICT OF
RANGLAND NO. 66**
a municipality in the Province of Alberta

- and -

**SOUTHERN ALBERTA ENERGY FROM
WASTE ASSOCIATION**
a Society in the Province of Alberta

**VULCAN DISTRICT WASTE
COMMISSION**
a Regional Services Commission in the
Province of Alberta

- and -

**WILLOW CREEK REGIONAL WASTE
MANAGEMENT SERVICES
COMMISSION**
a Regional Services Commission in the
Province of Alberta

- and -

**BIG COUNTRY WASTE MANAGEMENT
SERVICES COMMISSION**
a Regional Services Commission in the
Province of Alberta

- and -

MEMORANDUM OF UNDERSTANDING & INTERIM AGREEMENT

WHEREAS the Parties wish to:

- A.** state their respective intentions respecting the Project;
- B.** empower SAEWA to be the Party to take a lead in implementing the Project;
- C.** establish their initial working relationship relating to the Project, including outlining their initial goals and objectives and establishing a Steering Committee relating thereto;
- D.** establish certain principles relating to the potential development of regional service relationships;
- E.** enter into certain commitments to, and obligations respecting, the Project and provide for the undertaking of certain initial Project Activities related thereto;

- F. initiate a study of the potential for a waste to energy plant for the mutual benefit of the Parties, and the identification of potential benefits that may be derived from such shared concept;

as and to the extent provided by this MOU.

NOW THEREFORE the Parties, in consideration of the mutual covenants contained in this MOU, agree as follows:

ARTICLE 1. Definitions & Schedules

Section 1.01 Definitions - In this MOU, the following terms shall have the following meanings:

- (a) **"Conditions Precedent"** means those conditions specified in Article 5 of this MOU, which conditions must be met before the Parties will be obliged to proceed with Development;
- (b) **"Further Arrangements"** means all full and final agreements required in relation to the Project, which will include the Governance Agreements, and may include other agreements, in each case when and if applicable;
- (c) **"Governance Agreements"** means all those agreements between the Parties which are necessary or desirable in order to evidence a governance structure relating to the Project;
- (d) **"Grant Agreement"** means all such agreements or other commitments respecting the provision of grant funding to the Parties (as represented by one Party, or in respect of the Parties as a whole) respecting the Project;
- (e) **"MOU"** means this Memorandum of Understanding and Interim Agreement, including the Schedules attached hereto;
- (f) **"Parties"** means all of:
 - (i) Bow Valley Waste Management Commission;
 - (ii) Chief Mountain Regional Waste Commission;
 - (iii) Town Of Coaldale;
 - (iv) Town Of Coalhurst;
 - (v) Cypress County;

- (vi) Lethbridge County;
- (vii) The Crowsnest/Pincher Creek Landfill Association;
- (viii) Foothills Regional Services Commission;
- (ix) Drumheller & District Solid Waste Management Association;
- (x) North Forty Mile Regional Waste Management Services Commission;
- (xi) South Forty Waste Services Commission;
- (xii) Newell Regional Solid Waste Management Authority Ltd.;
- (xiii) Taber And District Regional Waste Management Authority;
- (xiv) Vulcan District Waste Commission;
- (xv) Wheatland County;
- (xvi) Willow Creek Regional Waste Management Services Commission;
- (xvii) Municipal District Of Ranchland No. 66;
- (xviii) Big Country Waste Management Services Commission; and
- (xix) SAEWA;

and "**Party**" means any one of them;

- (g) "**Project**" means the review of servicing and governance options and alternatives related to the regional development of a waste to energy plant for the collective benefit of the Parties, and the development of preferred options and alternatives for consideration by the Parties
- (h) "**Project Activities**" means all activities reasonably required to complete the Project including, but not limited to:
 - (i) investigating all potential means for the development of a waste to energy plant;
 - (ii) engaging and carrying out the services of consultants retained by the Parties to assist in the development of options for the parties to consider in relation to the Project;
 - (iii) consideration of Governance Agreements as part of the options and

alternatives identified in relation to the Project;

- (i) **"Project Costs"** means all costs reasonably incurred to carry out Project Activities and approved by the Parties pursuant to the provision of this MOU;
- (j) **"SAEWA"** means Southern Alberta Waste from Energy Association;
- (k) **"Services"** means the acceptance of municipal solid waste to be incinerated or otherwise treated with an end product that can be used as an energy source;
- (l) **"Steering Committee"** means that committee appointed under Section 4.01 of this Agreement; and
- (m) **"Term"** means, subject to the terms of this MOU and the execution of the Final Agreement, from the date hereof until the close of business on December 31, 2015.

ARTICLE 2. - Memorandum of Understanding and Statement of Intentions

Section 2.01 Purpose & Intentions - The Parties agree to work cooperatively together during the Term with a view to enabling Parties to conclude the Project and achieve the goals established therein, all as provided by and subject to this MOU.

Section 2.02 Project Characteristics - The Parties agree that it is their common intention that the Project will have the following characteristics:

- (a) The Project shall undertaken jointly by the Parties;
- (b) The primary parameters for the governance structures to be contemplated under the Project involve the:
 - (i) production of a trusted waste to energy plant to service the needs of the Parties and their constituent members;
 - (ii) consideration of a guaranteed supply of municipal waste to the waste to energy plant by each of the Parties and/or their constituent members, to ensure a profitable operation of the waste to energy plant; and
 - (iii) the generation of an end product from the waste to energy plant that will provide an energy source that can be sold;or a combination of the above, based on factors such as the practicality, feasibility, relative costs and benefits, and legality of either approach;
- (c) The purpose of the Project shall be to provide the Parties with options and alternatives to consider in relation to the operation of a to be constructed waste to

energy plant;

- (d) The Parties shall, to the extent possible, apply for and access grants and assistance that may be available in relation to the Project from Canada or Alberta, both before and after the satisfaction of the Conditions Precedent;
- (e) The Parties intend that the Project Costs shall be funded through the grants made available to the Parties.

Section 2.03 Common Intentions - The Parties acknowledge that they are presently unable to propose or agree upon a method or means of providing Services on a regional basis. The Parties confirm their common intention to work together in good faith with a view to investigating all possible options and alternatives and, subject to the Conditions Precedent, continuing discussion of the potential implementation of preferred options or alternatives; provided always that each of them shall be entitled to accept or reject any or all Further Arrangements in its sole discretion.

Section 2.04 Project Obligations - The Parties agree to identify and undertake all Project Activities required to in order to address all applicable issues as expeditiously as possible and in accordance with budgets and operating plans prepared by the Parties and approved by the Steering Committee from time to time. Subject to further agreement of the parties to proceed, the Project Activities shall not include any physical work, construction, or provisions of Services themselves. The purpose of the Project shall be to investigate and review the options and alternatives presented to the Parties.

Section 2.05 Standard of Performance - Each of the Parties shall use reasonable commercial efforts (subject always to such duties, obligations and limitations as may be imposed by law) to perform all of its duties under this MOU. Without limiting the foregoing, each of the Parties will make reasonable commercial efforts intended to result in the successful completion of the Project.

ARTICLE 3. Initial Project Activities and Project Costs and Contributions

Section 3.01 Payment for Initial Project Activities – SAEWA shall contribute the contributions and such additional funds pursuant to the Grant Agreement(s), to carry out Project Activities pursuant to this MOU, except where such costs as are paid by non-repayable grants from other governments. Currently, the contributions consist of grant funding accessed by SAEWA for the purposes of undertaking the Project.

Provided that notwithstanding anything in this MOU, expenditures for and on behalf of the Parties shall be limited to the extent provided for in budgets recommended by the Steering Committee.

Section 3.02 Other Contributions to Initial Project Activities - Each of the Parties agrees to provide assistance, other than financial assistance, and to participate as may be reasonably requested by the Steering Committee in relation to Project Activities carried out pursuant to budgets and operating plans approved by the Steering Committee from time to time.

Section 3.03 Further Project Activities and Agreement – It is the intent that all Project Costs are to be paid for by SAEWA. No Project Costs are to be paid by the Parties and no costs shall be incurred by any Party which are to be otherwise recovered from the Parties or Project funding and contributions contemplated within this Agreement.

ARTICLE 4. Steering Committee

Section 4.01 Appointment - The Parties agree that the Steering Committee shall be established by those people as selected by SAEWA. Vacancies on the Steering Committee shall be filled by those individuals as selected by SAEWA, from time to time.

Section 4.02 Authority – Without in any way altering or adding to the Parties’ agreements set forth above, the Steering Committee shall (subject always to appropriate authorities provided by the Parties, and as such as and when called upon by the Parties) have the following authority and functions:

- (a) the preparation and recommendation of budgets necessary to enable the carrying out of this MOU;
- (b) the preparation of operating plans necessary to enable the carrying out of this MOU;
- (c) approval of Project plans;
- (d) approval of the consultants for the Project, and of other major supply arrangements; and
- (e) generally, to act as a forum for communication, planning, analysis, Project management, and similar functions including ensuring that the activities contemplated by this MOU are being carried out as and when required.

Section 4.03 Meetings – Unless otherwise agreed to by the Parties or the representatives of the Steering Committee, and subject always to the practical issue of availability, the committees shall and their respective advisors shall meet at least monthly at a date, time and place reasonably acceptable to the Parties and/or the respective committees.

Section 4.04 Binding Resolutions – The Parties agree and acknowledge that:

- (a) all actions, approvals and decisions required to be taken, given or made by the Parties in respect of the Project shall be made by the Steering Committee;
- (b) all actions, approvals and decisions concerning the Project and approved by the Steering Committee shall be final and binding on the Parties, with respect to the particular matter put forth before the Steering Committee;

- (c) the terms of reference of the Steering Committee with respect to:
 - (i) quorum;
 - (ii) subject to Section 4.03, frequency of meetings;
 - (iii) location of meetings;shall be established by SAEWA at the time of creation of the Steering Committee;
- (d) all resolutions put forth before the Steering Committee requires an ordinary resolution.

ARTICLE 5. Conditions Precedent

Section 5.01 Conditions Precedent - Notwithstanding anything contained within this MOU, the Parties acknowledge and agree that the final decision to proceed with any steps, undertakings, arrangements or other matter whatsoever beyond the completion of the Project will not occur unless and until:

- (a) each Party is satisfied, acting reasonably, that the Project has produced financially viable and practical options or alternatives worth pursuing further by all or any combination of the Parties; and
- (b) the respective councils or boards of directors, as the case may be, of the participating Parties shall have formally approved the Further Arrangements, and have duly authorized the execution of the Further Arrangements;

and it is accordingly agreed that the authorities provided by the Parties under this Agreement is limited to the conduct of the Project.

Section 5.02 Failure of Conditions – Subject to Section 7.02 hereof, if all of the Conditions Precedent specified in Article 5 inclusive have not been met by December 31, 2015, this MOU will be at an end, except that the Parties shall forthwith advance any further amounts necessary to pay Project Costs as provided by Article 3.01, and incurred or properly committed to prior to the date of such termination.

Section 5.03 The Parties Authority – The Parties acknowledge that:

- (a) The Parties, their respective management, administrations, boards of directors and/or councils, and anyone acting on behalf of any of them have not made and make no representations, warranties, promises or agreements whatsoever relating directly or indirectly to the subject matter of this MOU or the Project, except to the extent specified in this MOU; and
- (b) each of the Parties are acting on their own behalf, and are not an agent of the other

Party for any purpose relating to the Project or this MOU, and consequently each Party has no authority, and has had no authority, whether express or implied to bind or to make any representations on behalf of the other Party relating directly or indirectly to the Project or this MOU, save and except for as evidence in agreement, or as evidenced in the minutes, resolutions or records of meetings of the Parties or the committees contemplated within this Agreement.

ARTICLE 6. Confidential Information

Section 6.01 Confidential Information - Each of the Parties acknowledges that it has to date and that it will, in connection with this MOU, be provided with certain confidential oral and written information (collectively, the “**Confidential Information**”) by the other Parties, including legal opinions, business plans, designs, proceedings of the Parties, financial data, financial and other projections, customer lists and draft agreements and other arrangements with third parties. Each of the Parties agrees that it will use its best efforts to hold such Confidential Information in confidence and use it solely for the purposes of this MOU, and:

- (a) shall not reveal it to anyone other than in the case of the Parties, its council members, officers, employees and advisers who need to know the Confidential Information in connection with this MOU for purposes related to this MOU; and
- (b) subject always to any statutory or regulatory requirement to disclose such information.

Each of the Parties further agrees to return, where possible, all Confidential Information provided by the other Party forthwith upon the request of the other Party on the termination of this MOU.

Section 6.02 Exclusions - The term “Confidential Information” does not include information which:

- (a) was already in the possession of a Party prior to its disclosure by another Party in relation to this Project;
- (b) is or becomes available in the public domain other than as a result of a disclosure contrary to the provisions hereof;
- (c) becomes available to the Party on a non-confidential basis from a source which itself is not, to the knowledge of the Party receiving the information, in breach of a confidentiality obligation relating thereto;
- (d) is independently developed without any breach of this MOU by the personnel of the Party or its advisors who did not have access to the Confidential Information; or
- (e) is required to be disclosed by any law, or is required or formally requested in

connection with any rule, regulation or order of any court of competent jurisdiction or any governmental, quasi-governmental or other self-regulating or competent authority having jurisdiction over any of the Parties or the Confidential Information.

Notwithstanding anything contained within this Agreement, each of the Parties shall be subject to, and shall at all times ensure that it neither causes nor contributes to any breach of, any confidentiality agreement or other terms of confidentiality imposed upon any of the parties by third parties providing information to any of the Parties.

Section 6.03 Survive Termination - In the event of termination of this MOU, all Parties shall remain bound by the obligations of confidentiality set forth in Section 6.01 and 6.02 for a period of two years following the date of termination of this MOU.

ARTICLE 7. Term & Termination

Section 7.01 Term - This MOU shall be in effect for the Term, unless:

- (a) earlier terminated in accordance with this MOU; or
- (b) replaced by the Further Arrangements, which are intended to replace this MOU as provided by the Further Arrangements.

Section 7.02 Payments and Adjustments on Termination – In the event that:

- (a) the Project is terminated by agreement of the Parties; or
- (b) this MOU is terminated or expires;

at any time prior to the replacement of this MOU by execution of the Further Arrangements as contemplated within Section 7.01(b), SAEWA shall be responsible for all Project Costs approved and incurred in accordance with the provisions of this MOU.

ARTICLE 8. Miscellaneous

Section 8.01 Announcements & Publicity - The Parties agree that the contents and timing of any announcements or media releases regarding any of the matters provided for in this MOU shall be subject to the prior approval of all Parties. The Parties each agree that it shall consult with the other Party in relation to the contents and timing of any announcements and media releases.

Section 8.02 Notices - Any notice required or permitted to be given under this MOU shall be in writing and may be given by delivery to the following addresses, and if so given shall be deemed received at the time of delivery; or by facsimile transmission to the following numbers, and if so given shall be deemed received on the next business day following transmission:

- (a)** Bow Valley Waste Management Commission;
PO Box 8144
Canmore, AB T1W 2T9
Attention: Darcy Edison, Chief Administrative Officer
- (b)** Chief Mountain Regional Solid Waste Authority;
Box 1711
Cardston, AB T0K 0K0
Attention: Cam Francis, Chair
- (c)** Town Of Coaldale;
1920 – 17 Street
Coaldale, AB T1M 1M1
Attention: Larry Davidson, Chief Administrative Officer
- (d)** Town Of Coalhurst;
PO Box 456
Coalhurst, AB T0L 0V0
Attention: R.K. (Kim) Hauta, Chief Administrative Officer
- (e)** Cypress County;
816 – 2 Avenue
Dunmore, AB T1B 0K3
Attention: Kevin Miner, County Manager
- (f)** Lethbridge County;
100, 905 – 4 Avenue South
Lethbridge, AB T1J 4E4
Attention: Rick Robinson, Chief Administrative Officer
- (g)** The Crowsnest/Pincher Creek Landfill Association;
PO Box 668
Pincher Creek, AB T0K 1W0
Attention: Terry Yagos, Chair
- (h)** Foothills Regional Services Commission;
PO Box 5605
High River, AB T1V 1M7
Attention: W.J. (Bill) Robinson, Chief Administrative Officer
- (i)** Drumheller & District Solid Waste Management Association;
98 – 3 Avenue W, Box 970
Drumheller, AB T0J 0Y0
Attention: Ben Armstrong, Chairman

- (j)** North Forty Mile Regional Waste Management Services Commission;
PO Box 276
Bow Island, AB T0K 0G0
Attention: Gordon Reynolds, Chairperson
- (k)** South Forty Waste Services Commission;
PO Box 307
Foremost, AB T0K 0X0
Attention: Bryne Lengyel, Chairperson
- (l)** Newell Regional Solid Waste Management Authority Ltd.;
427 – 1 Street West
Brooks, AB T1R 0G1
Attention: Dale Shantz, Chair
- (m)** Taber And District Regional Waste Management Authority;
c/o MD of Taber
4900B – 50 Street
Taber, AB T1G 1T2
Attention: Louis Tams, Chair
- (n)** Vulcan District Waste Commission;
c/o PO Box 180
Vulcan, AB 10L 2B0
Attention: Ron Wickstrom, Chairperson
- (o)** Wheatland County;
Highway 1, RR 1
Strathmore, AB T1P 1J6
Attention: Alan Parkin, Chief Administrative Officer
- (p)** Willow Creek Regional Waste Management Services Commission;
PO Box 2820
Claresholm, AB T0L 0T0
Attention: Earl Hemmaway, Chairperson
- (q)** Municipal District Of Ranchland No. 66;
PO Box 1060
Nanton, AB T0L 1R0
Attention: Greg Brkich, Chief Administrative Officer
- (r)** Big Country Waste Management Services Commission; and
PO Box 1906
Hanna, AB T0J 1P0
Attention: Melvin Bingeman, Chairperson

- (s) Southern Alberta Energy from Waste Association
c/o Sherry Poole
PO Box 471
Blairmore, AB T0K 0E0

Section 8.03 No Relationship - Except as expressly agreed, no Party shall be or be deemed to be an agent or representative of the other Party, and nothing contained within this MOU shall be construed so as to create a partnership relationship. Without limiting the foregoing, no Party shall without the written approval of the other Party, be entitled to make any contract, commitment or expenditure binding on the other.

Section 8.04 No Assignment - No party shall assign any of its rights, duties and obligations set forth and provided for in this MOU, without the prior consent of the other Party, which consent may be arbitrarily withheld.

Section 8.05 Capacity and Authority - Each of the Parties represents to the other that it has full legal capacity and authority to execute and deliver this MOU, and perform any obligations which may arise from the provision of this MOU.

Section 8.06 Enurement - This MOU shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

Section 8.07 Entire Agreement - This MOU constitutes the entire agreement between the Parties pertaining to this subject matter, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties; and there are no warranties, representations, conditions, acknowledgements or other agreements whether direct or collateral, express or implied, that form part of this MOU except as specifically set forth herein.

Section 8.08 Alteration and Amendments - No change or modification of this MOU shall be valid or effective against a Party unless it is in writing and signed by the duly authorized representative of that Party.

Section 8.09 Waiver - A waiver by or on behalf of a Party of a breach of any term of this MOU shall not be binding upon that Party unless it is in writing and executed by its duly authorized representative, and such a waiver shall not release the Party in breach from strict compliance with that or any other term in any other instance.

Section 8.10 Laws of Alberta - This MOU shall be governed by the laws of the Province of Alberta. The Parties agree to exclusively attorn to the courts of the Province of Alberta to resolve any disputes that may arise under or pursuant to this MOU.

Section 8.11 Counterpart - This MOU may be executed in any number of counterparts, and each executed counterpart shall be deemed to be an original. All executed counterparts taken together shall constitute one agreement.

Section 8.12 Force Majeure - In the event that any Party is rendered unable wholly, or in part, by force majeure to carry out its obligations under this Agreement, other than its obligations to make payments of money due hereunder, such Party shall give written notice to the other Party stating full particulars of such force majeure. The obligation of the Parties giving such notice shall be suspended during the duration of the delay resulting from such force majeure, to a maximum of One Hundred and Eighty (180) days.

The term “force majeure” shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the Queen’s enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control of the Party claiming a suspension, which, by the exercise of due diligence, such Party shall not have been able to avoid or overcome; provided however, the term “force majeure” does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event.

IN WITNESS WHEREOF the Parties have executed this MOU as of the date first above written.

BOW VALLEY WASTE MANAGEMENT COMMISSION

CHIEF MOUNTAIN REGIONAL WASTE COMMISSION

PER: _____

PER: _____

PER: _____

PER: _____

TOWN OF COALDALE

TOWN OF COALHURST

PER: _____

PER: _____

PER: _____

PER: _____

CYPRESS COUNTY

LETHBRIDGE COUNTY

PER: _____

PER: _____

PER: _____

PER: _____

THE CROWSNEST/PINCHER CREEK LANDFILL ASSOCIATION

FOOTHILLS REGIONAL SERVICES COMMISSION

PER: _____

PER: _____

PER: _____

PER: _____

DRUMHELLER & DISTRICT SOLID WASTE MANAGEMENT ASSOCIATION

PER: _____

PER: _____

SOUTH FORTY WASTE SERVICES COMMISSION

PER: _____

PER: _____

TABER AND DISTRICT REGIONAL WASTE MANAGEMENT AUTHORITY

PER: _____

PER: _____

WHEATLAND COUNTY

PER: _____

PER: _____

MUNICIPAL DISTRICT OF RANGLAND NO. 66

PER: _____

PER: _____

SOUTHERN ALBERTA ENERGY FROM WASTE ASSOCIATION

PER: _____

PER: _____

NORTH FORTY MILE REGIONAL WASTE MANAGEMENT SERVICES COMMISSION

PER: _____

PER: _____

NEWELL REGIONAL SOLID WASTE MANAGEMENT AUTHORITY LTD.

PER: _____

PER: _____

VULCAN DISTRICT WASTE COMMISSION

PER: _____

PER: _____

WILLOW CREEK REGIONAL WASTE MANAGEMENT SERVICES COMMISSION

PER: _____

PER: _____

BIG COUNTRY WASTE MANAGEMENT SERVICES COMMISSION

PER: _____

PER: _____



**QUESTIONNAIRE
SAEWA REGIONAL GOVERNANCE MODEL DEVELOPMENT**

1. Introduction

This questionnaire is designed by Southern Alberta Energy from Waste Association (SAEWA) and Brownlee LLP and to ascertain the engagement and needs of the members and constituent members of SAEWA.

SAEWA has engaged Brownlee LLP to provide recommendations and advice as to the best regional governance model for the pursuit of constructing, financing and operating a waste to energy plant.

The information collected by this questionnaire will be utilized by SAEWA in its development of a comprehensive Regional Governance Models and alternatives. To enable an accurate assessment, it is important that all information requested in the questionnaire be provided as completely and accurately as possible.

2. General Information

2.1 Name of Organization and address (we will need this, so we know whose form is whose)

.....

2.2 Name and address of authority responsible for solid waste management

.....

2.3 Department responsible for solid waste management

(1) Name, address and telephone of the Department

.....

Telephone:

(2) Name and telephone of the Head of Department

.....Telephone:



3. Inter-Regional Relationships

3.1 Are you a member of any other inter-regional entities, other than SAEWA? If so, which one?

.....

3.2 What service(s) does this other entity provide to you?

.....
.....
.....
.....

3.3 Who are your partners in this inter-regional entity(ies)?

.....
.....

3.4 Do you have a right to appoint a Director(s) to the Board of Directors?

.....

3.5 Do you find that your municipal or organization's needs are being met by this organization? If not, why not?

.....
.....
.....
.....

3.6 What is your experience with these other entities? Do you find them successful or unsuccessful, generally?

.....
.....

3.7 What does this entity do well, that you like?

.....
.....



.....
.....

3.8 What does this entity not do well, and that you would like to change?

.....
.....
.....
.....

4. Member Involvement in SAEWA

4.1 Are you aware that SAEWA is investigating governance options to better implement the construction, financing and operation of a waste to energy plant?

.....
.....

4.2 How is your Municipality currently participating in SAEWA?

.....
.....
.....

4.3 Do you send delegates to all SAEWA member meetings?

.....

4.4 Do you have a director on the Board of SAEWA?

.....

4.5 Is this a "hot" topic in your municipality? Is SAEWA subject to political opposition?

.....
.....

4.6 Is your Municipality prepared to participate in SAEWA on a long term basis?



.....

4.7 If not, does your Municipality have any immediate plans to withdraw that you are willing to share with us?

.....
.....

4.8 Do you feel that your Municipality's interests are being adequately represented in SAEWA? Please explain.

.....
.....
.....

4.9 Do you feel that there is currently an appropriate communication process between SAEWA and its members? Please explain.

.....
.....
.....

4.10 Is it important to your municipality that an elected official sit on the Board of SAEWA or its successor entity? Is it important that a non-elected official sit on the Board of SAEWA or its successor entity?

.....
.....
.....

4.11 Council Input – At law, the default position is that the operations of corporate entities are entrusted in the board of directors. Members have no input on major decisions unless it is structured this way.

4.11.1 Should SAEWA or new entity operate relatively free of Council input and just allow the board of directors to operate as they see fit? Yes or no?

.....

4.11.2 If no, how hands on should Councils be? (Keep in mind that no one will have a trump vote. There must be a certain threshold of approval from others as well). They can approve of certain matters, such as:

(a) Business Plans – Major business plans



.....
.....

(b) Three year capital budgets

.....
.....

(c) Entering into contract with private operator for operations

.....
.....

(d) Something else?

.....
.....

4.12 Proportionate Representation/Voting – There are a number of different ways that it can be structured and owned. Decisions can be made on the basis of one member, one vote. This is easily calculated. However, it may not be fair to those larger waste producers. Votes can also be conducted on basis of a disproportionate amount. Are you agreeable to the concept of:

4.12.1 Equal Representation: Votes can be done on basis of one member, one vote, regardless of volume of waste produced. Yes or no?

4.12.2 Population: Voting can be done on basis of population count. This may be more representative of the waste production. However, it may not recognize commercial producers of waste (ex. Oil and gas industry). Yes or no?

4.12.3 Volume of Waste Generated: Voting can be done on basis of volume of waste produced. May be difficult to determine from time to time, although this may be most fair. The party that generates more waste should have more votes. Yes or no?
.....

4.12.4 Geography: SAEWA is presently broken somewhat into geographic zones with members. This current voting model may be continued. Yes or no?

.....



4.12.5 Hybrid Model: A voting hybrid of one or more of the above may be used.. Yes or no?

.....

4.12.6 Other Model: Do you support another voting model? If so, which one?.....

.....

.....

.....

5. Current Solid Waste Management Service

5.1 How is your solid waste currently handled? Who picks it up?

.....

.....

.....

5.2 Where is your municipal solid waste being delivered to at the present?

.....

.....

.....

5.3 How are your waste management services being paid for? Is it supported solely by user fees? If not, what else?

.....

.....

.....

5.4 How many tonnes of trash are being generated in your municipality that the municipality collects (ie. Any commercial trash sources that are directed elsewhere may be excluded)?

.....

.....

.....

5.5 Are your residents paying full cost for the waste pickup, processing and disposal of their municipal solid waste?



.....
.....
.....

5.6 Do you have any municipal utility/waste management bylaws that govern the collection and/or the disposal of waste in your community?

.....
.....

5.7 Do you have any franchise agreements with non-municipal operators respecting the collection/hauling/treatment/disposal of waste in your community?

.....
.....

5.8 Are you subject to any contractual obligation to continue to provide waste long term to a landfill or waste processor? If so, how long?

.....
.....
.....

5.9 Are you subject to any contractual obligation with a waste hauler for the delivery of waste? If so, how long?

.....
.....
.....

5.10 Do you own/operate a landfill? If so, where is it located?

.....
.....
.....

5.11 Do you own/operate any transfer stations? If so, where is it located?



B R O W N L E E
L L P
M U N I C I P A L I T Y S & A D V O C A T E S

.....
.....
.....

5.12 If the success of the SAEWA project is dependent upon each Municipality being contractually obligated to provide waste to the SAEWA Waste to Energy Plant, does the concept of being contractually obligated to provide waste an agreeable concept for your Municipality? Please explain why or why not.

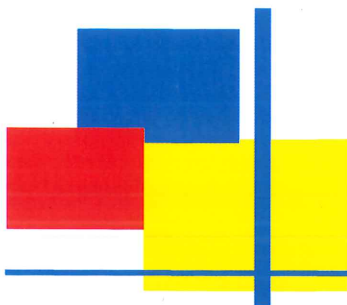
.....
.....
.....

6. Additional Comments?

.....
.....
.....

PLEASE FORWARD ALL COMPLETED QUESTIONNAIRES TO:

BROWNLEE LLP
Attention: John McDonnell
Email: jmcdonnell@brownleelaw.com
Facsimile: 780-424-3254
Mail: 2200, 10155-102 Street, Edmonton, AB T5J 4G8



Claresholm & District Health Foundation

July 30, 2014

Town of Claresholm
Box 1000
Claresholm, Alberta T0L 0T0

Email: karine@townofclaresholm.com

Dear Mayor & Council;

The Claresholm & District Health Foundation is excited to host our **8th Annual GALA** on **Saturday, September 27, 2014** at the **Claresholm Community Centre**. GALA has become a successful fundraiser and offers our communities "**An Evening Out On the Town, In Town**". This year we are pleased to host Cal & Anna and their **Dueling Pianos** performance back and we would love to have YOU join us. The evening's format will be as you have come to expect: a delicious meal, by Kieth @ Roy's Place, followed by a musical extravaganza!

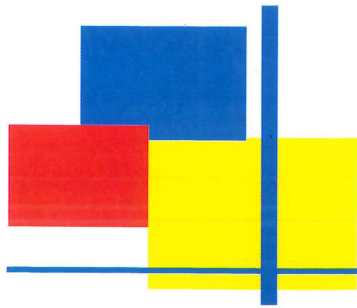
Currently, The Foundation has committed to purchasing \$30,000.00 worth of projects including: a Urinalysis Machine, two Training Manikins and Fall Prevention Equipment. The Foundation's Mission is to meet evolving local health care needs and thanks to your support we are fulfilling our goals. We are very fortunate to have a state-of-the-art health care services right here in Claresholm – YOU are making a real and recognizable difference - Thanks for being part of our team!

Kindly consider becoming a sponsor again this year. Enclosed please find the sponsorship information for your review.

Please join us to enjoy this wonderful evening out in support of the Claresholm & District Health Foundation! Your sponsorship of this event has been pivotal and we are extremely grateful for your support in every single way. I look forward to speaking with you soon to learn if this is a fit for you. Thank you for considering this request.

Sincerely,

Tara Bishoff
Foundation Coordinator
(403) 682-3739
tara.bishoff@albertahealthservices.ca



**Claresholm & District
Health Foundation**

8th ANNUAL GALA

Saturday, September 27, 2014

SPONSORSHIP OPPORTUNITIES

Double Platinum Sponsor \$3000.

16 Tickets – Reserved Priority Seating – 2 Tables
Verbal Recognition at the Event
Signage with Logo at the Event
Logo Recognition in the Claresholm Local Press

Platinum Sponsor \$2000.

8 Tickets – 1 Table
Verbal Recognition at the Event
Signage with Logo at the Event
Logo Recognition in the Claresholm Local Press

Gold Sponsor \$1000.

4 Tickets
Signage with Logo at the Event
Recognition in the Claresholm Local Press

Silver Sponsor \$500.

2 Tickets
Signage Recognition at the Event
Recognition in the Claresholm Local Press

Bronze Sponsor \$300.

Signage Recognition at the Event
Recognition in the Claresholm Local Press

*The Town of Claresholm has
donated \$500 each year to the
Claresholm & District Health
Foundation's Gala since they
started holding them in 2007.*

Box 922
Claresholm, AB
TOLOTO
gpvandervalk@gmail.com

Town Of Claresholm
Town Office
221 45 Av W
Claresholm, AB
TOLOTO

To the Mayor and Council,

On behalf of the Faith Community Baptist Church, I would like to request the use of the Council Chambers seasonally. We have a vibrant Sunday School program and are at the moment needing more space. We would like to use this room every Sunday morning from 1030 am until 1230, starting October 19 until November 30, 2014. I believe we would also need it in the new year in March and April. More exact dates would be available once the teacher finishes calving in the spring. I appreciate your time in looking into these matters.

Sincerely,

Pat Vandervalk
Christian Education Director, FCBC



REQUEST FOR DECISION

Meeting: September 8th, 2014
Agenda Item: 5

INTERIM SERVICING AGREEMENT (ISA) / MEMORANDUM OF UNDERSTANDING (MOU) (Between the Town of Claresholm & the Municipal District of Willow Creek)

BACKGROUND:

Historically, the Town of Claresholm has both supplied and billed for the water, wastewater (sewer), and solid waste collection (garbage) utilities for the individual properties and users located at the Claresholm Industrial Airport/Area. This has created jurisdiction challenges because the Claresholm Industrial Airport/Area is located in the MD of Willow Creek, which means that the Town of Claresholm does not have jurisdiction or powers under the Municipal Government Act. The lack of jurisdiction is problematic for the following reasons:

1. The aging infrastructure that currently provides users with water and wastewater services requires replacement. It is difficult for Town Council to plan or allocate funds to upgrade this infrastructure because, without jurisdiction, it is not possible to collect taxes from the properties and users.
2. When billing or other concerns arise, the Town of Claresholm is put in a compromised position where it provides utility services to individual rate payers in another municipality, but does not have access to property, tax, and other information and therefore has limited ability to pursue normal enforcement methods as issues arise.

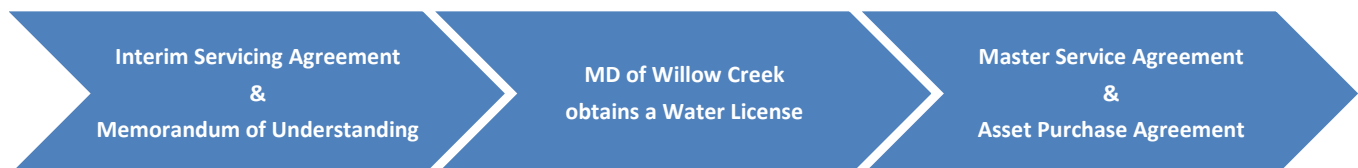
DESCRIPTION:

At the direction of Council and the Facility & Infrastructure Planning Committee (FIPC), Administration has undertaken to draft an Interim Servicing Agreement (ISA) & Memorandum of Understanding (MOU). In consultation and negotiation with the MD of Willow Creek, the draft ISA & MOU was presented to FIPC on Tuesday, September 8th, 2014. FIPC carried a motion to refer both documents to Council for review and possible approval. Attached are the proposed draft ISA & MOU documents.

The primary purposes of these agreement documents are to:

1. Provide the MD of Willow Creek with the documentation required to apply to Alberta Environment for a water license, and
2. Initiate the process to have the MD of Willow Creek assume responsibility for the aging water and wastewater infrastructure at the Claresholm Industrial Airport/Area.

Below is a graphic that outlines the process to achieve the primary purpose of this project. The ISA & MOU allows the MD to acquire a water license. At that point, a long-term Master Servicing Agreement and Asset Purchase Agreement will be negotiated.



DISCUSSION / OPTIONS / RECOMMENDED ACTION:

In consultation with Town legal advisors, both agreements have been vetted. Given the connectivity of both agreements, they must be executed concurrently. Administration recommends that Council pass the following two motions:

1. That Council pass a motion to enter into the Interim Servicing Agreement with the MD of Willow Creek:
 - a. **Moved by Councillor _____ to enter into the Interim Servicing Agreement with the MD of Willow Creek as presented.**

2. That Council pass a motion to enter into the Memorandum of Understanding with the MD of Willow Creek:
 - a. **Moved by Councillor _____ to enter into the Memorandum of Understanding with the MD of Willow Creek as presented.**

ATTACHMENTS:

- 1.) Draft Interim Servicing Agreement (ISA) for Water, Wastewater and Solid Waste Collection
- 2.) Draft Memorandum of Understanding (MOU)

APPLICABLE LEGISLATION:

- 1.) Section 54 of the Municipal Government Act, R.S.A. 2000 Chapter M-26
- 2.) Bylaw 1510 – Water & Sewer Bylaw (Amended thru Bylaw 1517, 1521, 1585)
- 3.) Bylaw 1548 – Solid Waste Management

PREPARED BY: Jeff Gibeau – Acting CAO

APPROVED BY: Jeff Gibeau – Acting CAO

DATE: September 5th, 2014

THIS AGREEMENT made the _____ day of _____, 2014.

BETWEEN:

TOWN OF CLARESHOLM

Being a municipal corporation under the *Municipal Government Act*,
R.S.A. 2000 Chapter M-26, as amended,

(the "Town")

OF THE FIRST PART

- and -

MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26

Being a municipal corporation under the *Municipal Government Act*,
R.S.A. 2000 Chapter M-26, as amended,

(the "MD")

OF THE SECOND PART

**INTERIM SERVICING AGREEMENT FOR WATER,
WASTEWATER AND SOLID WASTE COLLECTION**

WHEREAS:

- A.** The Town currently provides potable water services and owns and operates a potable water treatment and distribution system that is located within both the Town and the MD jurisdictional boundaries;
- B.** The Town currently provides wastewater services, and owns and operates a wastewater treatment facility and collection system that is located within both the Town and MD jurisdictional boundaries;
- C.** The Town currently provides solid waste collection and disposal services within both the Town and MD jurisdictional boundaries;
- D.** The MD has agreed that the Town may provide water, wastewater and solid waste collection services to the MD pursuant to Section 54 of the *Municipal Government Act*, R.S.A. 2000, Chapter M-26;
- E.** The Town and the MD are currently engaged in the negotiation of a final form of Master Servicing Agreement for the expanded provision of water, wastewater and solid waste collection services from the Town to the MD (the "Master Servicing Agreement");
- F.** The Master Servicing Agreement will be finalized and executed after the MD has obtained a water license from Alberta Environment and Sustainable Resource Development ("AESRD");
- G.** The MD and the Town want to set out the terms upon which the Town supplies and the MD receives potable water, wastewater and solid waste collection services for the period of time prior to the execution of the Master Servicing Agreement in this Interim Servicing Agreement;
- H.** Town Council and MD Council have approved the content of this Interim Servicing Agreement and authorized its execution by resolution;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the promises, mutual terms, covenants and conditions contained within this Agreement, the parties hereto agree as follows:

1. Definitions

In this Agreement:

- (a) "AESRD" means Alberta Environment and Sustainable Resource Development;
- (b) "Best Efforts" means in relation to the performance obligation, efforts that are sensible and practical and involve the exercise of reasoned and sound judgment, having regard to all of the relevant circumstances;
- (c) "Biomedical Waste" means medical waste that requires appropriate handling and disposal due to environmental, aesthetic and public health and safety concerns including:
 - (i) Human anatomical waste,
 - (ii) Infectious human waste,
 - (iii) Blood and bodily fluids,
 - (iv) Medical sharps including needles, syringes, blades or other clinical laboratory material capable of causing punctures or cuts, and
 - (v) Similar waste;
- (d) "Building Waste" means all waste produced in the process of constructing, demolishing, altering or repairing a building and includes but is not limited to soil, vegetation and rocks displaced through the building process;
- (e) "Certified Operator" means a Person holding all necessary approvals and certification from AESRD to operate a Water system or a Wastewater system, as applicable;
- (f) "Cross Connection" means any temporary, permanent or potential Water connection that allows or may allow backflow of contaminates, pollutants, infectious agents, other materials or substances that may change the Water quality in the Town Water System and includes swivels or changeover devices, removable sections, jumper connections and by-pass arrangements;
- (g) "Effective Date" means the date of this Interim Agreement as it appears on the first page of this Interim Agreement;
- (h) "Emergency" means a sudden and unexpected condition requiring immediate action including but not restricted to a water shortage; equipment or utility failure or possible failure; the failure or breakdown or possible failure or breakdown of the Town Water System, Water Treatment Plant, Town Wastewater System, Wastewater Treatment Facility, MD Water System, or MD Wastewater System; electrical outages; and orders or directives from AESRD or other federal or provincial department;
- (i) "Emergency Response Plan" means the respective plans prepared by each party that outlines the procedure and protocol for any response to an emergency defined by the plan;
- (j) "Fire Flow" means a quantity of water for fire protection purposes in excess of that required for other purposes such as residential, commercial and industrial consumption;
- (k) "Force Majeure" means acts of God, strikes, lockouts or other industrial disturbances of a general nature affecting an industry critical to the performance of this Agreement, acts of the Queen's enemies, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, civil disturbances, explosions, inability with reasonable diligence to obtain materials and any other cause not within the control

of the party claiming a suspension, which, by the exercise of due diligence, such party shall not have been able to avoid or overcome; provided however, the term "Force Majeure" does not include a lack of financial resources or available funds or similar financial predicament or economic circumstances or any other event, the occurrence or existence of which is due to the financial inability of a party to pay any amount that a prudent and financially sound entity in similar circumstances would reasonably be expected to pay to avoid or discontinue such event.

- (l) "Hazardous Substances" means any substance which is hazardous to persons or property and includes, without limiting the generality of the foregoing:
 - (i) any substance that, if added to any water, would degrade or alter or form part of a process of degradation or alteration of the quality of that water to the extent that it is detrimental to its use by man or by any animal, fish or plant;
 - (ii) any solid, liquid, gas or odor or combination of any of them that, if emitted into the air, would create or contribute to the creation of a condition of the air that:
 - (1) endangers the health, safety or welfare of persons or the health of animal life;
 - (2) interferes with normal enjoyment of life or property; or
 - (3) causes damage to plant life or to property;
 - (iii) substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority having jurisdiction over the parties hereto;
 - (iv) any form of radioactive materials; and
 - (v) explosives;
- (m) "Hazardous Waste" means any substance or thing that comes within the definition of Hazardous Waste in Schedule 1 of the *Waste Control Regulation Alberta Regulation 192/96* as such regulation may be amended or replaced from time to time;
- (n) "Interest" means prime daily commercial lending rate of the TD Canada Trust bank posted at its head office in Calgary, plus 1.5 percent per month;
- (o) "Interim Agreement" means this Interim Servicing Agreement for Water, Wastewater and Solid Waste collection services and the schedules attached hereto, together with such amendments, extensions and renewals as may be evidenced in writing and executed by the parties from time to time;
- (p) "MD" means the Municipal District of Willow Creek No. 26 and its jurisdictional boundaries;
- (q) "MD Council" means the elected representatives forming the Council for the MD;
- (r) "MD Wastewater System" means the Wastewater collection and transmission system which is constructed, owned, maintained and operated by the MD, as more particularly described in Schedule "F" attached to this Agreement including all pipelines, force mains, wastewater mains, lift stations, pumps, improvements, works and facilities whether free standing or otherwise, appurtenances, access roads, gates, land, easements and rights of way or whether ancillary thereto or connected therewith, together with any and all associated approvals, licenses, storage tanks, pumps, pipes, improvements, works and facilities, whether free standing or otherwise, or whether ancillary thereto or connected therewith and whether existing as at the date of this Agreement or constructed in the future;

- (s) "MD Water System" means the Water delivery system which is constructed, owned, maintained and operated by the MD, as more particularly described in Schedule "B" attached to this Agreement including all pipelines, water mains, reservoirs, pumps, booster pumping facilities, improvements, works and facilities whether free standing or otherwise, appurtenances, access roads, gates, land, easements and rights of way or whether ancillary thereto or connected therewith, together with any and all associated approvals, licenses, storage tanks, pumps, pipes, improvements, works and facilities, whether free standing or otherwise, or whether ancillary thereto or connected therewith and whether existing as at the date of this Agreement or constructed in the future;
- (t) "Meter" means the Water Meter Vault;
- (u) "Operating Pressure" means 55 – 65 psi at the Water Connection Point shown on Schedule "C";
- (v) "Person" means any individual, firm, partnership or body corporate;
- (w) "Rate" means the fee charged by the Town to the MD for Water, Wastewater and Solid Waste services as described in Schedule "I";
- (x) "SCADA" means System Control and Data Acquisition remote monitoring and controls;
- (y) "Solid Waste" means normal household or commercial garbage and may be composed of organic and inorganic materials but does not include Biomedical Waste, Building Waste, or Hazardous Waste;
- (z) "Solid Waste Management Bylaw" means any bylaw of general application now or hereafter established, amended or replaced from time to time by the Town Council governing, amongst other things:
 - (i) Solid Waste collection and disposal;
 - (ii) the manner in which Solid Waste collection and disposal services shall be provided within all or any portion of the Town or outside the Town;
 - (iii) the manner in which Solid Waste collection and disposal services may be extended to additional lands or users; and
 - (iv) the manner in which operations of any Solid Waste service provider shall be conducted within or upon any properties owned by or under the care, control or management of the Town;
- (aa) "Stormwater" means any surface water or other substance draining from the surface created by snow melt, precipitation or other means;
- (bb) "Superintendent" means the Superintendent of Public Works for the Town or the Regional Water Treatment Plant Manager or their designates;
- (cc) "Term" means that period of time commencing on the Effective Date and ending upon termination of this Agreement in accordance with the provisions herein;
- (dd) "Town" means the Town of Claresholm and its jurisdictional boundaries;
- (ee) "Town Council" means the elected representatives forming the Council for the Town;

- (ff) "Town Wastewater System" means the Wastewater collection, transmission, treatment and disposal system which is constructed, owned, maintained and operated by the Town, as more particularly described in Schedule "E" attached to this Agreement including the Wastewater Treatment Facility, all pipelines, wastewater mains, force mains, pumps, improvements, SCADA, Wastewater Metering Equipment, lift stations, lagoons, works and facilities whether free standing or otherwise, appurtenances, access roads, gates, land, easements and rights of way or whether ancillary thereto or connected therewith, together with any and all associated approvals, licenses, storage tanks, pumps, pipes, improvements, works and facilities, whether free standing or otherwise, or whether ancillary thereto or connected therewith and whether existing as at the date of this Agreement or constructed in the future;
- (gg) "Town Water System" means the Water treatment and delivery system which is constructed, owned, maintained and operated by the Town, as more particularly described in Schedule "A" attached to this Agreement including the Water Treatment Plant, Water Meter Vaults, and all pipelines, water mains, pumps, improvements, works and facilities whether free standing or otherwise, appurtenances, SCADA, access roads, gates, land, easements and rights of way or whether ancillary thereto or connected therewith, whether existing as at the date of this Agreement or constructed in the future, together with raw water distribution infrastructure including pipelines and plant complete with filtration unit and back wash unit (up to but not including the inlet and outlet isolation valves), and reservoirs together with any and all associated approvals, licenses, storage tanks, pumps, pipes, improvements, works and facilities, whether free standing or otherwise, or whether ancillary thereto or connected therewith and whether existing as at the date of this Agreement or constructed in the future;
- (hh) "Wastewater" means liquid effluent produced from or arising in conjunction with residential, commercial or industrial use within the MD, excluding stormwater;
- (ii) "Wastewater Connection Point" means the point of Wastewater delivery from the MD's Wastewater System to the Town's Wastewater System as shown on Schedule "G";
- (jj) "Wastewater Non-Permitted Substance" means any substance at a concentration or mass loading that:
- (i) Exceeds the limit set out in applicable federal or provincial regulations; or
 - (ii) Is not contemplated in applicable federal or provincial regulations and violates any applicable municipal, provincial or federal bylaws, legislation or regulations in force from time to time including any applicable Wastewater Utilities Bylaw;
- (kk) "Wastewater Quality Limits" means the substances and maximum concentrations or daily mass loading of such substances (as applicable) which may be contained in the Wastewater as set forth in applicable federal or provincial regulations or the Wastewater Utilities Bylaw;
- (ll) "Wastewater Treatment Facility" means that wastewater treatment facility as shown on Schedule "E";
- (mm) "Wastewater Utilities Bylaw" means any bylaw of general application now or hereafter established, amended or replaced from time to time by the Town Council governing, amongst other things:
- (i) Wastewater collection, treatment and disposal;
 - (ii) the manner in which Wastewater services shall be provided within all or any portion of the Town or outside the Town;
 - (iii) the manner in which Wastewater services may be extended to additional lands or users;

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- (iv) the prevention, restriction, control or regulation of the discharge of Wastewater, substances and materials into the Town's Wastewater system;
 - (v) the manner in which operations of any Wastewater service provider shall be conducted within or upon any properties owned by or under the care, control or management of the Town;
 - (vi) the commodity rates payable by any recipient of Wastewater services from the Town, or any municipally controlled designate of the Town providing Water services; and
 - (vii) the overall rate structure to be applied by the Town, or any municipally controlled designate of the Town providing Water services, with respect to any services related to the supply of Water.
- (nn) "Water" means potable water suitable for human consumption which has been treated and tested by the Town to meet all AESRD drinking water standards;
 - (oo) "Water Connection Point" means the point of Water delivery from the Town Water System to the MD Water System as shown on Schedule "C";
 - (pp) "Water License" means an approval document issued by AESRD in the name of the MD granting a water allocation to the MD;
 - (qq) "Water Maximum Daily Quantity" means the amount stipulated in Schedule "D";
 - (rr) "Water Meter Vault" means the water meter vaults located at the Water Connection Point, including chambers, appurtenances, controls, heating, venting, lighting and drainage systems, access roads, fencing and gates, easements and rights of way, all as further described in Schedule "C";
 - (ss) "Water Operating Pressure" means the Water pressure measured at the Water Connection Point at the level set out in Schedule "D";
 - (tt) "Water Quality Requirements" means the requirements of any and all permits, approvals or applicable laws, governing or otherwise applying to the treatment and the supply of Water as contemplated within this Agreement;
 - (uu) "Water Treatment Plant" means the Claresholm Regional Water Treatment Plant and water distribution system owned by the Town as more particularly described in Schedule "A";
 - (vv) "Water Utilities Bylaw" means any bylaw of general application now or hereafter established, amended or replaced from time to time by the Town Council governing, amongst other things:
 - (i) the treatment and provision of Water;
 - (ii) the manner in which Water services shall be provided within all or any portion of the Town or outside the Town;
 - (iii) the manner in which Water services may be extended to additional lands or users;
 - (iv) Water conservation measures;
 - (v) the manner in which operations of any Water service provider shall be conducted within or upon any properties owned by or under the care, control or management of the Town;

- (vi) the commodity rates payable by any recipient of Water services from the Town, or any municipally controlled designate of the Town providing Water services; and
- (vii) the overall rate structure to be applied by the Town, or any municipally controlled designate of the Town providing Water services, with respect to any services related to the supply of Water.

2. Preamble And Schedules

2.1 The parties hereby confirm and ratify the matters contained and referred to in the Preamble to this Agreement and agree that same and the various schedule(s) hereto are expressly incorporated into and form part of this Agreement:

Schedule "A"	-	Town Water System
Schedule "B"	-	MD Water System
Schedule "C"	-	Water Connection Point and Water Meter Vault
Schedule "D"	-	Water Daily Quantities, Annual Maximum Limits and Operating Pressure
Schedule "E"	-	Town Wastewater System
Schedule "F"	-	MD Wastewater System
Schedule "G"	-	Wastewater Connection Point
Schedule "H"	-	Solid Waste Collection Service Area
Schedule "I"	-	Rates

3. Term and Termination

3.1 The initial term of this Agreement shall commence on _____, 2014 and continue in force until the effective date of the Master Servicing Agreement (the "Termination Date") (the "Term") or until such other time as this Agreement is terminated in accordance with its provisions.

3.2 Upon termination of this Interim Agreement, the Town shall continue to own and control all elements of the Town Water System and the Town Wastewater System and the MD shall continue to own and control all elements of the MD Water System, and the MD Wastewater System.

3.3 Upon termination of this Interim Agreement, the MD shall be responsible to pay all costs owing to the Town pursuant to the terms of this Agreement as at the effective date of termination.

4. Approvals

4.1 Each party shall be responsible for the acquisition of any and all necessary consents, approvals, licenses, permits, allocations or authorities relating to the execution and performance of the terms of this Interim Agreement by that party.

4.2 The MD shall be responsible at its sole cost and expense to obtain a Water License and such other approvals and permits as may be required by any Provincial or Federal department having jurisdiction including but not limited to AESRD in order to authorize the Town to provide Water, Wastewater and Solid Waste services to the MD as contemplated in this Agreement.

5. Town Obligations (Water)

5.1 The Town shall:

- (a) provide Water services to the MD in accordance with and subject to the terms and conditions contained in this Interim Agreement;

- (b) construct, own, maintain and operate the Town Water System at the Town's sole cost and expense including but not limited to all upgrades, repairs and replacements as may be required from time to time;
- (c) where any part of the Town Water System is damaged or destroyed for any reason, the Town is solely responsible to undertake all necessary repairs and replacements;
- (d) provide appropriately qualified staff required for the performance of the Town's obligations pursuant to this Interim Agreement including but not limited to an on-site Certified Operator at the Water Treatment Plant;
- (e) be bound by and observe all applicable Federal, Provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall include the provisions of the *Water Act*, *Reservoir Act*, the *Occupational Health and Safety Act* and the *Environmental Protection and Enhancement Act*, all as amended from time to time, and the Town shall cause all of its employees and approved subcontractors to be so bound;
- (f) obtain, maintain and comply with at its sole expense all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction incidental to the performance of the Town's obligations under this Agreement;
- (g) obtain all necessary permits and approvals from AESRD and any other relevant Federal, Provincial or municipal department, body or agency to treat the Raw Water at the Water Treatment Plant within the jurisdiction of the Town; and
- (h) pay all fees and all other costs, including utility charges, incidental to the performance of the Town's obligations under this Agreement.

5.2 During the Term and pursuant to the terms of this Interim Agreement, the Town shall:

- (a) make Water available for distribution at the Water Connection Point:
 - (i) to an aggregate amount of Annual Water Quality, at the Maximum Water Daily Quantity and the Maximum Water Rate of Delivery; and
 - (ii) at the Operating Pressure;
- (b) meter the Water treated and conveyed by the Town pursuant to this Interim Agreement at the Water Connection Point; and
- (c) use Best Efforts to ensure that no contamination, pollutants, foreign matter or like materials enter the Water Treatment Plant or the Town Water System.

5.3 The manner in which and the terms upon which Water is supplied by the Town is subject to the Water Utilities Bylaw. Where there is any conflict between the terms of this Interim Agreement and the Water Utilities Bylaw, the terms of this Interim Agreement shall take precedence to the extent of the conflict.

5.4 Subject to Article 5.5, the MD acknowledges and agrees that the Town shall not be required to make Water available for distribution to the MD at the Water Connection Point over the Maximum Annual Quantity amount as detailed in Schedule "D".

5.5 Notwithstanding Article 5.4, the MD may make prior written request to the Town to draw Water in excess of the quantities and rates detailed in Schedule "D" in special circumstances such as filling MD reservoirs. The Town may, in its sole discretion, refuse or approve such request on such conditions as the Town deems appropriate.

5.6 Subject to Article 5.4, the MD acknowledges and agrees that an excess usage fee will be in effect as set out in Schedule "I" if the MD's Waster usage exceeds the limits set out in Schedule "D" and the MD does not obtain the Town's prior written approval per Article 5.5.

5.6 The Town is not responsible to provide Fire Flow at the Water Connection Point.

5.7 Notwithstanding anything contained in this Agreement, the parties acknowledge and agree that the Town shall not be responsible for any failure respecting the operation of the MD Water System including, without restriction, the inability of the Town to provide Water service contemplated to the MD due to any malfunction or other event concerning or otherwise impacting the flow of Water through the MD Water System.

5.8 The Town shall obtain prior approval by the MD Council before directly supplying or agreeing to directly supply Water services to any lands located within the MD after the date of this Agreement.

5.9 Unless the parties reach a mutual agreement in writing to amend the provisions of this Interim Agreement, the Town is not obligated to convey Water from any additional Water Licenses that may be obtained by the MD subsequent to the Effective Date prior to the execution of the Master Servicing Agreement.

5.10 Unless the Town agrees in writing, the Town is not required to provide Water for the following purposes:

- a) Filling recreational lakes or providing water for raising recreational lakes to a desired level,
- b) Irrigating golf courses,
- c) Irrigating agricultural land, or
- d) Servicing any development where providing such service would contravene any applicable Provincial or Federal legislation, regulation or regional or sub-regional plan approved by the Provincial government as at the date of execution of this Interim Agreement.

5.11 In the event that the Superintendent believes that there may be a shortage of Water, the Superintendent may regulate the distribution and use of Water including the times of day when the use of Water may be allowed or prohibited on an equitable and pro rata basis between the Town and the MD. The Superintendent's decision to regulate the distribution and use of Water to the MD will be based upon but not limited to:

- a) the conditions of the water source utilized by the Town to obtain Water;
- b) the condition of the water source utilized by the Town to obtain Water pursuant to the Water Licenses;
- c) any applicable federal or provincial directives; or
- d) Town Water System limitations.

5.12 When the Superintendent has imposed Water use restrictions within the Town, the Town may notify the MD in writing of the terms and anticipated period of such Water use restrictions and request that the MD take necessary steps to impose the same Water use restrictions on MD customers who receive Water pursuant to the terms of this Agreement. The Town shall immediately notify the MD when the Town ends such Water use restrictions within the Town.

6. MD Obligations (Water)

6.1 The MD shall:

- (a) receive Water services from the Town in accordance with and subject to the terms and conditions contained in this Interim Agreement;

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- (b) construct, own, maintain and operate the MD Water System at the MD's sole cost and expense including but not limited to all upgrades, repairs and replacements as may be required from time to time;
 - (c) where any part of the MD Water System is damaged or destroyed for any reason, the MD is solely responsible to undertake all necessary repairs and replacements;
 - (d) maintain the MD Water System in a reasonable state of repair and use Best Efforts including regular monitoring and inspection to ensure that the MD Water System does not contain leaks;
 - (e) where a leak in the MD Water System is detected, the MD is required to undertake all necessary repair work to remedy the leak in a timely manner;
 - (f) be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall include the provisions of the *Water Act*, *Reservoir Act*, *Occupational Health and Safety Act*, and the *Environmental Protection and Enhancement Act*, all as amended from time to time;
 - (g) obtain, maintain and comply with at its sole expense all necessary permits, licenses, consents and approvals required by all Provincial or Federal department, body or agency having jurisdiction incidental to the performance of MD's obligations under this Agreement;
 - (h) comply with all terms or requirements of the Water Licenses and ensure that the Water Licenses are kept in good standing with AESRD and any other relevant Provincial department, body or agency having jurisdiction in relation to the Water Licenses;
 - (i) pay all fees and all other costs incidental to the performance of MD's obligations under this Agreement;
 - (j) be solely responsible for ensuring adequate Fire Flows within the MD; and
 - (k) bill, collect and retain all amounts charged for Water services by the MD to its customers.

6.2 Subject to Article 6.3, during the Term and pursuant to the terms of this Agreement, the MD shall be entitled to draw Water at the Water Connection Point up to the Maximum Daily Quantity and Maximum Annual Quantity at a rate up to the Maximum Rate of Delivery, all as detailed in Schedule "D", and subject always to the terms of this Agreement and the Water service limitations contemplated within this Agreement.

6.3 Notwithstanding Article 6.2, upon making prior written request to the Town and receiving the prior written approval from the Town, the MD may draw Water in excess of the rates detailed in Schedule "D" in special circumstances such as filling MD reservoirs. The Town may, in its sole discretion, refuse such request. Where the Town provides such approval, the MD shall strictly comply with any conditions of such approval.

6.4 Notwithstanding anything contained in this Agreement, the MD shall not be permitted to draw Water at the Connection Point:

- a) at a rate exceeding the rate of diversion, if any, set out in the Water Licenses, and/or
- b) at an annual quantity exceeding the maximum annual quantity of Water the MD is permitted to draw, use or divert pursuant to the Water Licenses,

regardless of whether the maximum annual quantity of Water the MD is permitted to draw, use or divert under the Water Licenses is less than the Maximum Annual Quantity and/or the rate of diversion set out in the Water Licenses is less than the Maximum Rate of Withdrawal. In the event that the MD exceeds the rate or maximum annual quantity of Water prescribed by the Water Licenses, the MD is responsible to report the excess rate or diversion to

AESRD.

6.5 Where the MD receives a notice from the Town pursuant to Article 5.12, the MD shall use Best Efforts to impose Water use restrictions on MD customers who receive Water pursuant to the terms of this Agreement.

6.6 The MD agrees to adhere to the applicable provisions of the Water Utilities Bylaw except where there is a conflict between the provisions of the Water Utilities Bylaw and this Agreement. Where there is a conflict between the provisions of the Water Utilities Bylaw and this Interim Agreement, the provisions of this Interim Agreement shall prevail to the extent of the conflict.

6.7 The MD shall not permit any Cross Connections between the MD Water System and any other sources of Water other than the Town Water System.

6.8 The MD shall utilize Best Efforts to ensure that no contamination, pollutants, foreign matter or like materials enter the MD Water System or Town Water System from the MD.

6.9 Unless the Town, in its sole and unfettered discretion, agrees in writing, the MD shall not permit any connection between the MD Water System and any other system or pipeline located outside of the MD.

6.10 The MD shall utilize Best Efforts to ensure all customers supplied with Water from the MD Water System have Water Meters installed.

6.11 In the event of Water capacity reductions for any reason, the Town and the MD shall share in the capacity reductions on an equitable and pro rata basis such that the MD will continue to be provided with a pro rata supply of Water during the period of Water capacity reduction.

7. Town Obligations (Wastewater)

7.1 The Town shall:

- (a) provide Wastewater services to the MD in accordance with and subject to the terms and conditions contained in this Interim Agreement;
- (b) construct, own, maintain and operate the Town Wastewater System at the Town's sole cost and expense including but not limited to all upgrades, repairs and replacements as may be required from time to time;
- (c) where any part of the Town Wastewater System is damaged or destroyed for any reason, the Town is solely responsible to undertake all necessary repairs and replacements;
- (d) provide appropriately qualified staff required for the performance of the Town's obligations pursuant to this Agreement including but not limited to an on-site Certified Operator at the Wastewater Treatment Facility;
- (e) be bound by and observe all applicable Federal, Provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall include the provisions of the *Water Act*, *Reservoir Act*, the *Occupational Health and Safety Act* and the *Environmental Protection and Enhancement Act*, all as amended from time to time, and the Town shall cause all of its employees and approved subcontractors to be so bound;
- (f) obtain, maintain and comply with at its sole expense all necessary permits, licenses, consents and approvals required by all authorities having jurisdiction incidental to the performance of the Town's obligations under this Agreement; and

- (g) pay all fees and all other costs, including utility charges, incidental to the performance of the Town's obligations under this Agreement.

7.2 During the Term and pursuant to the terms of this Agreement, the Town shall:

- (a) Accept Wastewater from the MD delivered to the Wastewater connection point per Schedule "G"; and
- (b) transmit, treat and dispose of, or cause to be transmitted, treated and disposed of, the Wastewater in accordance with any applicable Town bylaws and regulations, applicable AESRD licenses and all applicable legislation or regulations in force from time to time.

7.3 The manner in which and the terms upon which Wastewater is received, transmitted, treated and disposed of by the Town is subject to the Wastewater Utilities Bylaw. Where there is any conflict between the terms of this Interim Agreement and the Wastewater Utilities Bylaw, the terms of this Interim Agreement shall take precedence to the extent of the conflict.

7.4 Notwithstanding anything contained in this Interim Agreement, the parties acknowledge and agree that the Town shall not be responsible for any failure respecting the operation of the MD Wastewater System including, without restriction, the inability of the Town to provide Wastewater service contemplated to the MD due to any malfunction or other event concerning or otherwise impacting the flow of Wastewater through the MD Wastewater System.

7.5 The Town shall obtain prior approval by the MD Council before directly supplying or agreeing to directly supply Wastewater services to any lands located within the MD after the date of this Agreement.

7.6 Unless the Town agrees in writing, the Town is not required to provide Wastewater services for the following purposes:

- a) Stormwater drainage, or
- b) Servicing of any land outside of the boundaries of the existing Claresholm Industrial Airport as shown on "Schedule "F".

7.7 Notwithstanding Article 7.6, the MD may make prior written request to the Town to accept Wastewater for purposes other than normal domestic and municipal purposes such as third party commercial or industrial sewage truck discharge into the MD's Wastewater System. The Town may, in its sole discretion, refuse or approve such request on such conditions as the Town deems appropriate including but not limited to requiring that the parties entering into a separate servicing agreement.

7.8 The Town shall provide the MD with a copy of its Emergency Response Plan, as such Emergency Response Plan may be amended or replaced from time to time, for the Town Wastewater System.

8. MD Obligations (Wastewater)

8.1 The MD shall:

- (a) receive Wastewater services from the Town in accordance with and subject to the terms and conditions contained in this Interim Agreement;
- (b) construct, own, maintain and operate the MD Wastewater System at the MD's sole cost and expense including but not limited to all upgrades, repairs and replacements as may be required from time to time;

- (c) where any part of the MD Wastewater System is damaged or destroyed for any reason, the MD is solely responsible to undertake all necessary repairs and replacements;
- (d) be bound by and observe all applicable federal, provincial and municipal legislation and related regulations, which, without limiting the generality of the foregoing, shall include the provisions of the *Environmental Protection and Enhancement Act*, all as amended from time to time;
- (e) obtain, maintain and comply with at its sole expense all necessary permits, licenses, consents and approvals required by any Provincial or Federal department, body or agency having jurisdiction incidental to the performance of MD's obligations under this Interim Agreement;
- (f) pay all fees and all other costs incidental to the performance of MD's obligations under this Interim Agreement; and
- (g) bill, collect and retain all amounts charged for Wastewater services by the MD to its customers.

8.2 The MD shall at all times during the Term:

- (a) deliver Wastewater at the Wastewater Connection Point:
 - (i) containing no Non-Permitted Substances,
 - (ii) in compliance with current Wastewater Quality Limits, and
 - (iii) in volumes at a rate no greater than the Maximum Rate of Delivery.

8.3 The MD shall provide the Town with ninety (90) days advance written notice of any material changes in the quantity of any substance described in the Wastewater Quality Limits, always within the permitted limits.

8.4 The MD agrees to adhere to the applicable provisions of the Wastewater Utilities Bylaw except where there is a conflict between the provisions of the Wastewater Utilities Bylaw and this Interim Agreement. Where there is a conflict between the provisions of the Wastewater Utilities Bylaw and this Interim Agreement, the provisions of this Interim Agreement shall prevail to the extent of the conflict.

8.5 The MD shall monitor all dump stations that deliver Wastewater into the MD Wastewater System to ensure that all dump station Wastewater conforms to the Wastewater Quality Limits.

8.6 The MD shall, immediately upon:

- (a) becoming aware that, or
- (b) having reasonable suspicion that

a Hazardous Substance, as described in federal or provincial regulations, has entered the MD Wastewater System, notify the Town verbally of such circumstances and confirm such verbal notice with written notice as soon as practicable thereafter. The MD is responsible to report any such release to the appropriate Federal and Provincial government agencies in accordance with all applicable legislation, permit and approvals.

8.7 Upon receiving a reasonable request from the Town, the MD shall, at the MD's sole cost and expense, arrange for the independent sampling and testing of the Wastewater and shall provide the Town with a copy of any such testing results.

8.8 If the amount of Wastewater received at the Wastewater Connection Point contains a Non-Permitted Substance, the Town may provide a verbal or written demand to the MD to take the necessary action to resolve the circumstances giving rise to such demand within a reasonable time.

8.9 Upon receipt of a demand issued pursuant to Article 8.8 by the Town, the MD shall take all reasonable steps to resolve, as soon as practicable, the circumstances giving rise to such demand or excesses. Failing which, the MD shall stop the flow of Wastewater at the Connection Point.

8.10 If the MD has not provided the Town with confirmation, acceptable to the Town acting reasonably, that the circumstances giving rise to the Article 8.9 demand have been remedied or that the flow of Wastewater has been stopped at the Connection Point, the Town may stop the flow of Wastewater at the Connection point with no further notice to the MD.

8.11 After the Town has received confirmation from the MD that the circumstances giving rise to the Article 8.9 demand have been remedied to the reasonable satisfaction of the Town, the Town shall re-establish the flow of Wastewater at the Connection Point.

8.12 The MD agrees that no new Stormwater drainage connections shall be approved or permitted to tie into the MD Wastewater System. The MD shall provide the Town with a report detailing the numbers, types and locations of any existing Stormwater drainage connections to the MD Wastewater System that the MD is aware of as at the date of execution of this Agreement.

8.13 The MD shall undertake testing of Wastewater generated by any industrial user connected to the MD Wastewater System and provide the testing results to the Town as may be reasonably requested by the Superintendent from time to time.

8.14 The MD shall provide the Town with a copy of its Emergency Response Plan, as such Emergency Response Plan may be amended or replaced from time to time, for the MD Wastewater System.

8.15 At any time when the Town is unable or unwilling to provide Wastewater service which exceeds the parameters of this Agreement, the MD may arrange for alternate Wastewater services.

8.16 Unless the Town agrees in writing, the MD shall not permit any tie-in or connection to the MD Wastewater System by another system or pipeline outside of the MD's jurisdiction.

9. Ownership of Infrastructure

9.1 The Town Water System and the Town Wastewater System are public utilities and shall remain the property of the Town.

9.2 The Town, at its sole cost and expense, is responsible for constructing, maintaining and operating the Meters. All title and ownership of the Meters shall remain with the Town.

9.3 The MD Water System and the MD Wastewater System are public utilities and shall remain the property of the MD.

10. Metering Equipment Accuracy

10.1 The accuracy of the Meters at the Water Connection Point shall be verified by the Town upon receipt of the written request of MD, provided that a period of no less than twelve (12) months has elapsed since the most recent verification of such Meters. The MD shall have the right to have a representative present to witness such verification.

10.2 If, upon any verification, the Meter is found to be outside a range of 99% to 101% of the actual Water or Wastewater volume that passes through the Meter, previous readings of such Meter shall be adjusted in accordance with Article 10.3, herein, in computing the volumes being metered and such Meter shall be adjusted properly at once to record accurately.

10.3 If any Meter is out of service, out of repair or outside the limits specified in Article 10.2 so that the volume being metered is not correctly indicated by the reading thereof, the volumes attributable to the period shall be estimated on the basis of the best available data using the first of whichever of the following methods is feasible:

- (a) by accounting for and adjusting by the calculated error if the percentage of error is ascertainable by calibration, test or mathematical calculations; or
- (b) by estimating the volume based upon the most recent deliveries under similar conditions, taking into account any changes in volume that have occurred since the period when the Meter was registering accurately.

10.4 Where the parties have determined that a Meter has resulted in the MD being either over charged or under charged by the Town for Water services, on the next billing cycle, the Town shall charge and the MD shall pay any further required Rate amount to account for the previous under charge or the Town shall credit the MD for any overcharge.

11. Rates and Billings

11.1 The Town shall charge the MD for Water and Wastewater services at the Rates outlined in Schedule "T" on the basis of Water volume metered at the Water Connection Point.

11.2 The Town shall charge the MD for Solid Waste collection services at the Rates outlined in Schedule "I".

11.3 The Town shall maintain fair and non-discriminatory Rates based upon the actual cost of providing Water, Wastewater and Solid Waste collection services to the MD which actual cost calculation includes operational costs and capital cost components as well as financing costs related to infrastructure construction or upgrades.

11.4 The Town shall issue invoices to the MD on a monthly basis for Water, Wastewater and Solid Waste collection services. The monthly invoices shall include a monthly Water, Wastewater and Solid Waste collection service summary showing:

- a) the amount of Water delivered at the Water Connection Point for that billing period,
- b) the amount of Solid Waste collected from residential and commercial properties listed in Schedule "H" for that billing period, and
- c) the total amount due and payable to MD for Water, Wastewater and Solid Waste collection services.

11.5 Upon the written request of the MD, the Town shall provide copies of all documentation relating to the calculation of the Rates.

11.6 The parties shall review the Rates set out in Schedule "T" no later than September 1 of each year with any Rate change being implemented effective January 1 of the following year. The annual review may include consideration of any changes in actual supply and operation costs, annual revenue, and any other matter that the parties deem relevant. Any Rate changes shall be agreed to in writing between the parties.

11.7 In the event that the MD exceeds the Maximum Annual Quantity of Water set out in Schedule "D", in addition to the Rates set out in Article 11.1, the MD will be required to pay the excess usage fee forming part of the Rates set out in Schedule "I". Notwithstanding anything contained within this Agreement, the parties acknowledge and agree that any such excess usage fee provided for and calculated within this Article 11.7 and Schedule "I" to this Agreement is not a penalty but is evidence of an agreement between the parties and is a reasonable estimate of the liquidated damages suffered by the Town as a result of the MD exceeding the Water and/or Wastewater service limitations created under this Agreement.

11.8 The MD shall pay the Town all amounts due and payable within 30 days of receipt of the invoice issued by the Town pursuant to Article 11.4. If an invoice is not paid by the MD within 30 days of receipt, any unpaid amount will attract Interest from the invoice date until payment of such unpaid amount has been received by the Town.

12. **Indemnity and Insurance**

12.1 Each party (the "Indemnifying Party") shall at all times and without limitation, be liable for and shall defend, indemnify, keep indemnified, and save harmless the other party, its Councillors, employees, officers, volunteers, agents, representatives and insurers (collectively referred to as the "Indemnified Parties") from and against all liabilities, losses, costs, damages, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands, prosecutions, charges and proceedings, all of whatever nature and kind which the Indemnified Parties may sustain, pay or incur or which may be brought, made or alleged against all or any of the Indemnified Parties, and whether or not incurred in connection with any action or other proceedings or claims or demands made by third parties, with respect to any occurrence, event, incident or matter caused by, and/or arising as a direct result of:

- (a) the Indemnifying Party's misconduct, negligent action or negligent failure to act, as the case may be, of any of those persons for whom they are responsible at law (including, without limitation, any of its employees or subcontractors) relating to the Indemnifying Party's performance or intended performance of its obligations pursuant to this Agreement; or
- (b) any breach, violation or non-performance of any representation, warranty, obligation, covenant, condition or agreement in this Agreement set forth and contained on the part of the Indemnifying Party to be fulfilled, kept, observed or performed, as the case may be; or
- (c) the Indemnifying Party's breach or non-compliance with any Federal or Provincial legislation, regulation, approval, permit or authorization including but not limited to the Alberta ***Environmental Protection and Enhancement Act*** relating to the Indemnifying Party's performance or intended performance of its obligations pursuant to this Agreement; or
- (d) any damages to third parties caused by, resulting at any time from, arising out of or in consequence of the Indemnifying Party's misconduct, negligent action or negligent failure to and/or any of those persons for whom the Indemnifying Party is responsible at law (including, without limitation, any of its employees or subcontractors) relating to the Indemnifying Party's performance or intended performance of its obligations pursuant to this Agreement.

12.2 The Indemnified Parties shall give the Indemnifying Party written notice of any liability, loss, costs, damages, legal fees, disbursements, fines, penalties, expenses, actions, claims, demands, prosecutions, charges and proceedings for which the Indemnified Parties may be liable and which are within the scope of Article 12.1 as soon as practicable after the Indemnified Parties become aware of same and the delivery of such notice will be deemed to constitute demand for the Indemnifying Party to defend, indemnify and keep indemnified and save harmless the Indemnified Parties pursuant to Article 12.1 hereof. The parties shall consult and cooperate in determining whether a claim or any legal proceedings resulting therefrom should be defended, compromised or settled.

12.3 Neither party hereto shall settle or compromise any claim without the prior written consent of the other party, which consent shall not be unreasonably withheld.

12.4 The indemnifications set forth in Article 12.1 shall not apply for the benefit of the Indemnified Parties to the extent that the liability referred to is determined by:

- a) agreement between the parties, or
- b) a Court of competent jurisdiction

to have arisen out of any misconduct, negligent action or negligent failure to act of the Indemnified Parties.

12.5 Notwithstanding any other provision in this Interim Agreement, the MD hereby releases and saves harmless the Town for any damages, losses, costs, expenses, legal fees (on a solicitor and his own client full

indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which MD may sustain, pay or incur as a result of the MD Water System being damaged as a result of the Town being unable to provide Water at the Water Operating Pressure or at the Maximum Daily Quantity due to Water restrictions, an Emergency, Force Majeure or as a result of repairs, maintenance or replacement work to the Town Water System.

12.6 Notwithstanding any other provision in this Interim Agreement, the MD hereby releases and saves harmless the Town for any damages, losses, costs, expenses, legal fees (on a solicitor and his own client full indemnity basis), disbursements, fines, penalties, expenses, all manner of actions, causes of action, claims, demands and proceedings, all of whatever nature and kind which MD may sustain, pay or incur as a result of the MD Wastewater System being damaged as a result of the Town being unable to provide Wastewater services at the Wastewater Daily Quantities due to an Emergency, Force Majeure or as a result of repairs, maintenance or replacement work to the Town Wastewater System.

12.7 The provisions of this Article are in addition to and shall not prejudice any other rights of either party at law or in equity. This Article shall survive the termination or expiry of this Agreement for any reason whatsoever.

12.8 Throughout the Term, each party to this Interim Agreement shall obtain and maintain in force the following insurance, all satisfactory to the other parties, acting reasonably:

- (a) comprehensive general liability insurance with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence,
- (b) All Risk Property insurance policy, including earthquake and flood coverage, covering not less than one hundred percent (100%) of the replacement value of the parties' respective property referenced within this Agreement including all buildings, structures, facilities, and infrastructure;
- (c) Comprehensive pollution legal liability insurance with inclusive limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence;
- (d) any other form of insurance the parties may agree, from time to time, is reasonable including the form, amount and the insurance risks against which a prudent party under similar circumstances would insure.

12.9 All insurance policies shall be taken out with insurers and shall be in a form acceptable to all parties, acting reasonably. Certificates of insurance and summary reports relating to each insurance policy acceptable to each party, acting reasonably, shall be delivered by each party to the other parties as soon as practicable after the placing of such insurance on an annual basis. All policies shall contain an undertaking by the insurers to notify all parties in writing of any material change, cancellation or termination of any provision of any policy not less than thirty (30) days prior to the material change, cancellation or termination thereof.

12.10 If either party's action or inaction with respect to any of its obligations under this Agreement results in environmental damage or an order, fee or prosecution by AESRD, that party shall be solely responsible for all resulting damages, costs, expenses, penalties and fines.

13. Emergency Suspension of Service

13.1 In the event of an Emergency, either party may curtail, reduce, suspend or otherwise interrupt the provision of Water and/or Wastewater and/or Solid Waste collection services for as long as is reasonable in view of the circumstances contributing to the Emergency. The party experiencing the Emergency shall determine when an Emergency exists using reasonable judgment and shall take whatever steps are necessary to meet the Emergency. The party experiencing the Emergency shall provide notice of the interruption to the other party as soon as reasonably practicable in accordance with notification protocols as established within the Calgary Health Region. The party experiencing the Emergency shall use Best Efforts to ensure that any service interruption is as short in duration as circumstances permit.

13.2 In the event of an Emergency, the following people shall be notified:

Town: Superintendent of Public Works: 403-625-0200 (cell)

MD: Superintendent of Public Works: 403-625-6029 (cell)

Or such other individuals as the parties may advise in writing from time to time.

13.3 The parties shall have no liability to each other for any direct or indirect costs, damages, charges or amounts whatsoever associated with either party taking steps under this Article 13 to shut off, limit, reduce or suspend Water and/or Wastewater and/or Solid Waste collection services.

13.4 Both parties shall provide the other party with up to date copy of its Emergency Response Plan.

13.5 In the event of an Emergency, the parties shall adhere to the provisions of their respective Emergency Response Plans.

13.6 The MD shall participate in ongoing joint emergency planning meetings as scheduled and organized by the Town.

14. Repairs, Maintenance and Replacements

14.1 Without limiting the generality of anything contained herein, either party, acting reasonably, may interrupt, suspend or curtail the provision of Water and/or Wastewater services to the MD for the purpose of effecting any repairs, maintenance, replacement, upgrading or other work relating to the Town Water System, Town Wastewater System, MD Water System or MD Wastewater System as the case may be, PROVIDED THAT:

- (a) Such party has given the other party at least seven (7) days prior notice, or in the event of unforeseen circumstances, such party gives notice of such interruption or curtailment to the other party as soon as is reasonably practicable;
- (b) Such party acts to restore services as soon as is reasonably practicable in the circumstances; and
- (c) Such party will coordinate the repairs, maintenance, replacement, upgrading and other work referred to in the immediately preceding Article with the other party so as to minimize, to the extent reasonable in the circumstances, inconvenience to the other party arising from such interruption or curtailment.

14.2 Where the Town interrupts, suspends or curtails the provision of Water and/or Wastewater services pursuant to Article 14.1, such interruption, suspension or curtailment shall be done equitably as between the Town and MD.

14.3 The parties shall have no liability to each other for any direct or indirect costs, damages, charges or amounts whatsoever associated with either party taking steps under this Article 14 to shut off, limit, reduce or suspend Water and/or Wastewater services.

15. Solid Waste Collection and Disposal Services

15.1 With respect to the properties outlined in Schedule "H", the Town shall provide weekly Solid Waste collection services at the Rates set out in Schedule "I".

15.2 The Town shall collect and dispose of the Solid Waste in accordance with all applicable Federal, Provincial and municipal legislation and bylaws.

15.3 Solid Waste collection services shall be provided by the Town in accordance with the provisions of the Town's Solid Waste Management Bylaw . Where there is any conflict between the terms of this Interim Agreement and the Solid Waste Management Bylaw, the terms of this Interim Agreement shall take precedence to the extent of the conflict.

15.4 The Town shall provide the MD with a current copy of the Town's Solid Waste Management Bylaw and the MD shall utilize Best Efforts to provide the owners of property outlined in Schedule "H" with a copy of the current Solid Waste Management Bylaw.

15.5 The Superintendent shall advise the MD of which day of the week Solid Waste will be collected from the properties set out in Schedule "H" and the MD shall utilize Best Efforts to advise those property owners of the Solid Waste collection schedule.

16. Force Majeure

16.1 In the event that either party is rendered unable wholly, or in part, by Force Majeure to carry out its obligations under this Agreement, other than its obligations to make payments of money due hereunder, such party shall give written notice to the other party stating full particulars of such Force Majeure. The obligation of the Party giving such notice shall be suspended during the duration of the delay resulting from such Force Majeure, to a maximum of One Hundred and Eighty (180) days.

17. Default by Either Party

17.1 A party shall be deemed to be in default hereunder if any of the following events occur (each of the following events to be referred to as an "Event of Default", the party in default to be referred to as the "Defaulting Party" and the party not in default to be referred to as the "Non-defaulting Party"):

- (a) a party fails to make a payment as required by any provision of this Agreement including failure to pay an indemnity amount required to be paid pursuant to the terms of this Agreement (a "Payment Default"); or
- (b) a party fails to perform any of its obligations under Articles 5, 6, 7, 8 or 15 of this Agreement or fails to perform any other material obligation imposed upon such party under this Agreement (which, for greater certainty, shall not include obligations resulting in a Payment Default if not performed) (each such event being a "Performance Default").

17.2 If:

- (a) a party claims that there has been a Payment Default or Performance Default committed by or affecting the other party, the party making the claim shall give to the party alleged to be in default a notice (hereinafter referred to as the "Notice of Default"). The Notice of Default shall specify and provide particulars of the alleged Event of Default.
- (b) In the event the alleged Event of Default is capable of being remedied, the party alleged to be in default shall:
 - (i) have a cure period of ten (10) days after receipt of the Notice of Default with respect to a Payment Default,
 - (iii) subject to Articles 17.2(b)(iv) and 17.2(c), have a cure period of Thirty (30) days after receipt of the Notice of Default with respect to a Performance Default, or
 - (iv) if a Performance Default is such that it cannot be reasonably remedied within Thirty (30) days after receipt of the Notice of Default, have a reasonable period of time to cure the Performance Default provided that the Defaulting Party promptly commences and diligently continues thereafter to remedy the Event of Default.
- (c) If before the expiry of the later of the cure period referred to in Article 17.2(b) or the time to cure specified in the Notice of Default the Defaulting Party cures the Event of Default, the Default Notice shall be inoperative and the Defaulting Party shall lose no rights hereunder.

17.3 If:

- (a) a Notice of Default has been given and the party alleged to be in default does not cure or remedy the Event of Default in the manner contemplated by Article 17.2(b)(c),

the Non-defaulting Party shall have the rights and remedies set out in Article 17.4 or 17.5, as the case may be.

17.4 In the case of a Payment Default, the Non-defaulting Party shall have the following rights and remedies:

- (a) to charge the Defaulting Party Interest with respect to the unpaid amount until it is paid, calculated daily, regardless of whether the Non-defaulting Party has notified the Defaulting Party in advance of its intention to charge Interest with respect to the unpaid amount; and/or
- (b) to set-off against the unpaid amount any sums due or accruing to the Defaulting Party by the Non-defaulting Party in accordance with this Agreement; and/or
- (c) to maintain an action or actions for the unpaid amount and Interest thereon on a continuing basis as the amounts become payable but are not paid by the Defaulting Party, as if the obligation to pay those amounts and the Interest thereon was a liquidated demand due and payable on the date the amounts were due to be paid, without any right or resort of the Defaulting Party to set-off or counter-claim; and/or
- (d) to terminate this Agreement upon thirty (30) days' written notice being given to the Defaulting Party;

and any obligation to pay Interest under this Article 17 shall apply until the Payment Default is rectified or remedied and shall not merge into a judgment for principal and interest, or either of them.

17.5 In the case of a Performance Default:

- (a) the Non-defaulting Party shall have the right to suspend performance of its obligations under this Agreement, including the right to suspend any payment owing pursuant to this Agreement; and/or
- (b) the Non-defaulting Party may but shall not be obligated to, either directly or indirectly by engaging a third party or otherwise, as the case may be, do all such things in order to rectify such Event of Default at the sole cost and expense of the Defaulting Party; and/or
- (c) the Non-defaulting Party shall have the right to terminate this Agreement upon thirty (30) days' written notice being given to the Defaulting Party.

17.6 Notwithstanding any other provision within this Interim Agreement, the parties agree that the following provisions shall apply where the MD exceeds the maximum annual Water quantity prescribed pursuant to this Interim Agreement:

- a) The maximum annual Water quantity that the Town is obligated to provide to the MD pursuant to this Interim Agreement is 8.107 acre feet (10,000 m³) per year. If and when maximum annual Water quantity usage approaches, reaches and/or exceeds the maximum annual Water quantity in any calendar year, the following procedure will occur:
 - 1. If usage reaches 7.5 acre feet, the Town will send the MD a formal written notice advising that the MD is approaching the maximum annual Water quantity limit;
 - 2. If usage reaches 8.107 acre feet (10,000 m³), the Town will send the MD a formal written Notice of Default advising that the MD has reached the maximum annual Water quantity and that:

- A. all Water delivered by the Town to the MD from 8.107 acre feet (10,000 m3) to 8.918 acre feet (11,000 m3) will be invoiced at a Rate of \$8.389 m3;
 - B. The MD is in default of the Interim Agreement by exceeding the maximum Water quantity and has thirty (30) days to rectify the breach; and
 - C. The Town will terminate the Interim Agreement in the event that the MD Water usage reaches 8.918 acre feet (11,000 m3).
- b) Where the procedure set out in this Article 17.6 has been followed, the Town shall be entitled to terminate this Interim Agreement if the MD Water usage reaches 8.918 (11,000 m3) in any calendar year.
 - c) The same procedure set out in Article 17.6(a)(1)(2)(B)(C) and (b) shall apply if the MD delivers Wastewater to the Town which exceeds the maximum allowable annual quantity of 8.107 acre feet (10,000 m3).

17.7 A Non-defaulting Party may, at its discretion, exercise the remedies referenced in Articles 17.3, 17.4, 17.5 or 17.6 applicable to it in the alternative, concurrently or cumulatively, except where inconsistent with the express provisions contained in this Agreement and provided that in the case of a Payment Default the concurrent or cumulative exercise of remedies shall not result in duplication or a recovery on the part of the Non-defaulting Party based on an amount (excluding Interest) in excess of the Payment Default. No delay or omission by a Non-defaulting Party in exercising its rights or remedies hereunder shall operate as a waiver of those rights or remedies or of any other right or remedy and no single or partial exercise thereof shall preclude any other or future exercise thereof or the exercise of any other right or remedy.

18. Dispute Resolution

18.1 Unless specifically described herein to the contrary, the following provisions shall apply to the resolution of conflicts between the parties as they arise:

- (a) The MD and the Town agree to utilize all reasonable efforts to resolve any dispute, whether arising during the term of this Agreement or at any time after its termination promptly and in an amiable manner by negotiations between the parties;
- (b) The MD and the Town shall continue to perform their respective obligations during the resolution of any dispute or disagreement, including during any period of mediation and arbitration, unless and until this Agreement is lawfully terminated according to its terms;
- (c) Initially, the dispute shall be referred to the respective Chief Administrative Officers of the MD and the Town. The Chief Administrative Officers, or their designates, shall meet as soon as is reasonably possible after the dispute is referred to them, giving due regard to the nature and the impact of the issue under consideration;
- (d) If a dispute cannot be resolved by the respective Chief Administrative Officers of the MD and the Town, the dispute shall be referred to the respective Councils of the MD and the Town. Within 30 days after the dispute being referred to the Councils, the Councils shall hold a joint meeting for the purpose of resolving the dispute;
- (e) If the dispute cannot be resolved by the respective Councils within a time period that is reasonably satisfactory to the party raising the issue under consideration, either party may submit the dispute for mediation. Either party may, on notice to the other party, request that mediation take place and the parties shall together select a mediator whose qualifications are appropriate to the matter to be mediated. If the parties cannot agree on a mediator, the parties shall request that Alberta Municipal Affairs appoint a mediator. The mediator shall designate a place for a meeting by the mediator with representatives of the

parties. During the mediation process, no action will be taken by either party to commence or continue legal or arbitration proceedings under this Agreement with the exception of commencing legal action for the sole purpose of preserving limitation periods. The cost of the mediator will be equally shared by the parties. Any mediation which takes place will be strictly confidential. No proposal or concession made by either party in the course of mediation may be used by either party in any subsequent proceedings. The mediator may not be called by either party as a witness in any subsequent proceedings. Unless otherwise agreed to in writing, mediation will be in accordance with the procedures of the ADR Institute of Canada, Inc.;

- (f) Should mediation fail to result in a resolution of the dispute between the parties within fifteen (15) days after the parties initially attempted to mediate the dispute, either party may submit the dispute for arbitration as provided in SubArticle (g) below. The determination arising out of the arbitration process shall be final and binding upon the parties;

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- (g) Arbitration shall be conducted in accordance with the following terms:
- (i) The arbitration shall be carried out by a single arbitrator pursuant to the provisions of this Article;
 - (ii) If the parties are unable to agree on a single arbitrator, the party desiring arbitration shall nominate one (1) arbitrator and shall notify the other party in writing of the nomination. The notice shall set forth a brief description of the matter submitted for arbitration. The other party shall, within ten (10) days after receiving such notice, nominate an arbitrator and the two (2) arbitrators shall select a chairman of the arbitration tribunal to act jointly with them. The parties will act reasonably and in good faith to select arbitrators who are objective and who are suitably qualified by education or professional experience to deal with the matters which are the subject of arbitration. If the nominated arbitrators are unable to agree on the selection of a chairman within ten (10) days after the second arbitrator is nominated, the parties or either one of them may apply to the Alberta Court of Queen's Bench to have the chairman appointed;
 - (iii) If the party receiving the notice of the nomination of an arbitrator by the party desiring arbitration fails with ten (10) days to nominate an arbitrator, then the arbitrator nominated by the party desiring arbitration may proceed alone to determine the dispute in such manner and at such time as he shall think fit and his decision shall, subject to the provision of this Agreement, be binding upon the parties;
 - (iv) Any arbitration conducted pursuant to this Agreement shall take place in the City of Calgary and, subject to the provisions of this Agreement, the decision of the arbitrator or arbitrators and chairman as the case may be, or any of the two (2) of them, in writing, shall be binding upon the parties both in respect of procedure and the conduct of the parties during the proceedings and final determination of the issue. Any written award or decision of the arbitrator(s) shall not repeat or recite any evidence which is proprietary or confidential to either party;
 - (v) The costs of arbitration shall be borne by the parties as may be specified in the arbitrator's decision; and
 - (vi) Except as modified herein, the provisions of the Alberta *Arbitration Act*, as amended from time to time, shall govern the arbitration process.

18.2 Except for the purposes of preserving a limitation period or obtaining an appropriate interim order or remedy where reasonably necessary, unless otherwise agreed to by the parties in writing, it is a condition precedent to the bringing of any legal proceedings that the means or procedures in this Article have been used and followed in good faith.

19. Annexation

19.1 In the event of annexation by the Town of any lands which contain any portion of the MD Water System or the MD Wastewater System, the parties shall include compensation for that portion of the MD Water System and MD Wastewater System infrastructure located within the annexation area, including booster stations, as part of their annexation negotiations. The Town shall be solely responsible for moving all affected Meters to the new boundaries where the pipelines providing Water and Wastewater services cross the relocated corporate boundaries of the Town.

19.2 All title and ownership of land, easements and rights of way included in the MD Water System or MD Wastewater System within the annexation area shall be transferred to the Town upon the Town assuming ownership and control of that portion of the MD Water System and the MD Wastewater System located within the annexation area.

20. General

20.1 Annual Meetings

The Town and the MD shall participate in joint meetings on not less than an annual basis for the purpose of discussing population and community growth within the Town and the MD and the impact such anticipated growth will have on existing Water, Wastewater and Solid Waste infrastructure and service requirements. Such discussions shall not obligate either the MD or Town to undertake any specific action unless mutually agreed to in writing and approved by the respective Councils.

20.2 Cost Sharing

From time to time, the parties may agree to enter into a cost sharing arrangement with respect to the upgrade or construction of Water and/or Wastewater infrastructure. Any such cost sharing arrangements shall be set out in a written agreement separate from this Agreement.

20.3 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

- (a) personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid and addressed as specified in subArticle (c) below; or
- (b) by telecopier or by any other electronic method by which a written message may be sent, printed and directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - (i) upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - (ii) at the commencement of the next ensuing business day following transmission with answer back confirmation thereof; or
- (c) by mailing via first class registered post, postage prepaid, to the party on whom it is served. Notice so served shall be deemed to be received **THREE (3)** days after the date it is postmarked. In the event of postal interruption, no notice sent by means of the postal system during or within seven (7) days prior to the commencement of such postal interruption or seven (7) days after the cessation of such postal interruption shall be deemed to have been received unless actually received.

Except as herein otherwise provided, notice required to be given pursuant to this Agreement shall be deemed to have been received by the addressee on the date received when served by hand or courier, or **THREE (3)** days after the same has been mailed in a prepaid envelope by single registered mail to:

- (a) **to the MD at:**
 - Municipal District of Willow Creek No. 26**
 - 123027 Secondary Highway 520
 - P.O. Box 550
 - Claresholm, AB T0L 0T0
 - Ph: (403) 625-3351
 - Fax: (403) 625-3886

 - Attention: Chief Administrative Officer**

(b) **to the Town at:**

Town of Claresholm
221-45 Avenue West
P.O. Box 1000
Claresholm, Alberta T0L 0T0
Ph: (403) 625-3381
Fax: (403) 625-3869

Attention: Chief Administrative Officer

or to such other address as each party may from time to time direct in writing.

20.4 Governing Law

This Interim Agreement shall be construed and governed by the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereto irrevocably attorn to the exclusive jurisdiction of the Courts of the Province of Alberta.

20.5 Time of Essence

Time shall be of the essence of this Interim Agreement.

20.6 Headings

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

20.7 Relationship between Parties

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party, as creating the relationship of employer and employee, principal and agent, partnership, or of a joint venture between the parties hereto, it being understood and agreed that none of the provisions contained herein nor any act of the parties hereto shall be deemed to create any relationship between the parties hereto other than an independent service agreement between the two parties at arm's length.

20.8 No Authority

Except as may from time to time be expressly stated in writing by the one party, the other party has no authority to assume or create any obligation whatsoever, expressed or implied, on behalf of or in the name of the other party, nor to bind the other party in any manner whatsoever.

20.9 Agreement Entire Relationship

This Interim Agreement constitutes the entire agreement between the parties and the parties acknowledge and agree that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to the matters set out herein save as expressly set out in this Interim Agreement.

20.10 Further Assurances

Each of the parties do hereby agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Interim Agreement in accordance with their true intent.

20.11 Amendments

This Interim Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

20.12 Waiver

No consent or waiver, express or implied, by either party to or of any breach or default by the other party in the performance by the other party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by such party hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.

20.13 Counterparts

This Interim Agreement may be executed in several counterparts each of which when so executed shall be deemed to be an original, and such counterparts shall constitute the one and same instrument and notwithstanding their date of execution shall be deemed to bear date as of the date first above written.

20.14 Statutory Reference

Any reference to a statute shall include and shall be deemed to be a reference to such statute and to the regulations made pursuant thereto and promulgated thereunder with all amendments made thereto and in force from time to time and any final judicial decisions interpreting the same, and to any statute or regulation that may be passed which has the effect of supplementing or superseding the statute so referred to or the regulations made pursuant thereto.

20.15 Unenforceability

If any term, covenant or condition of this Interim Agreement or the application thereof to any party or circumstances shall be invalid or unenforceable to any extent, the remainder of this Interim Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Interim Agreement shall be valid and shall be enforceable to the fullest permitted by law.

20.16 Survival

The parties acknowledge and agree that the provisions of this Interim Agreement which, by their context, are meant to survive the termination or expiry of the Term shall survive the termination or expiry of the Term and shall not be merged therein or therewith.

20.17 Remedies Generally

Mention in this Interim Agreement of any particular remedy of a party in respect of a default by the other party does not preclude the first party from any other remedy in respect thereof, whether available at law or in equity or by statute or expressly provided for in this Interim Agreement. No remedy shall be exclusive or dependent upon any other remedy, but a party may from time to time exercise any one or more of such remedies generally or in combination, such remedies being cumulative and not alternative.

20.18 Payment of Monies

The parties acknowledge and agree that any payment of monies required to be made hereunder shall be made in Canadian funds and that any tender of monies or documents hereunder may be made upon the solicitors acting for the party upon whom the tender is desired and it shall be sufficient that a negotiable bank draft is tendered instead of cash.

20.19 Singular, Plural and Gender

Wherever the singular, plural, masculine, feminine or neuter is used throughout this Interim Agreement the same shall be construed as meaning the singular, plural, masculine, feminine, neuter, body politic or body corporate where the fact or context so requires and the provisions hereof.

20.20 Binding Effect

This Interim Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of each of the parties.

20.21 Assignment

Neither party shall assign its interest in this Interim Agreement, or any part hereof, in any manner whatsoever without having first received written consent from the other party.

20.22 Requests for Consent

Each party shall provide any decision with regard to a request for consent in a timely manner.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first written above.

MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26

Per: _____ (c/s)

Per: _____

TOWN OF CLARESHOLM

Per: _____ (c/s)

Per: _____

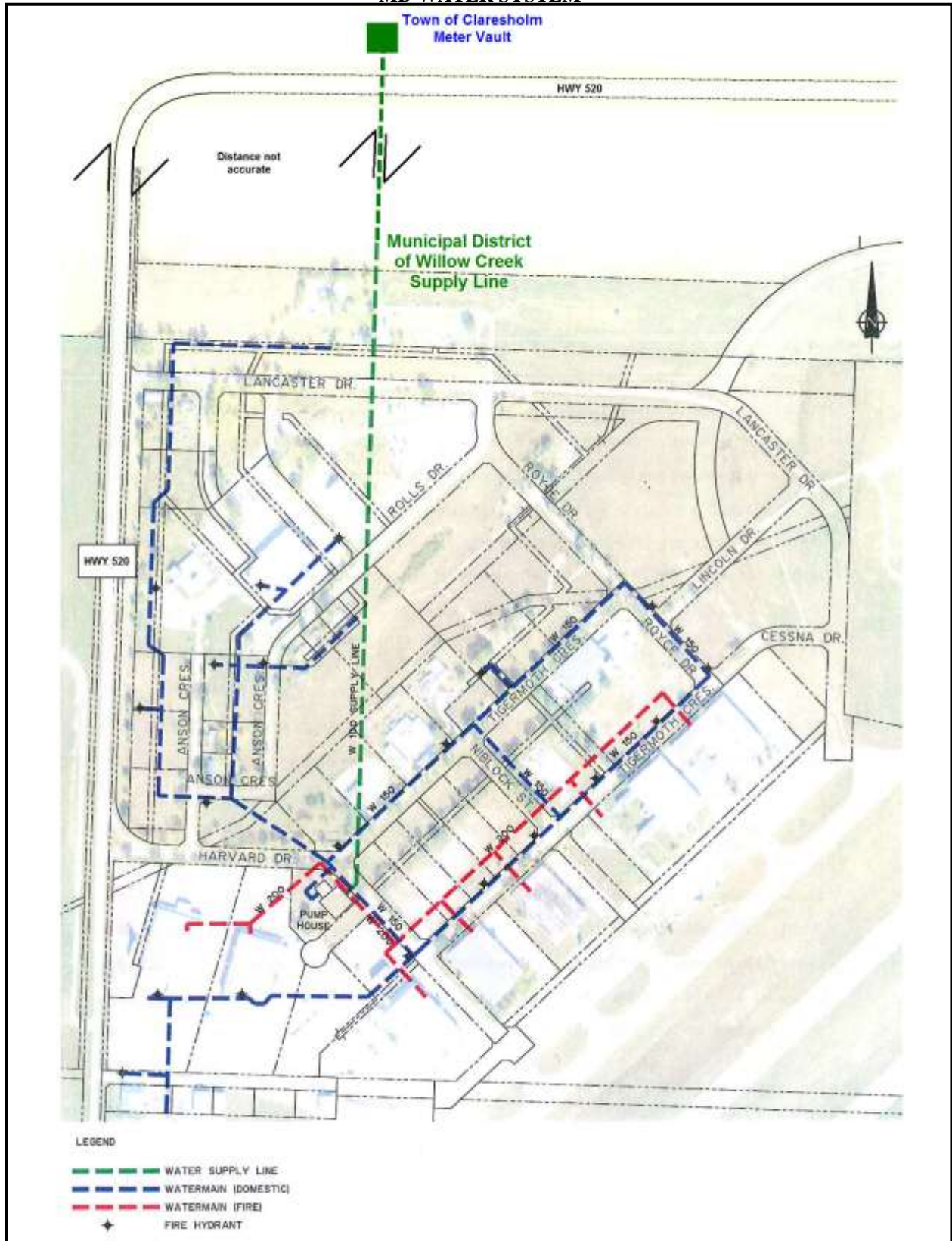
SCHEDULE "A"

TOWN WATER SYSTEM



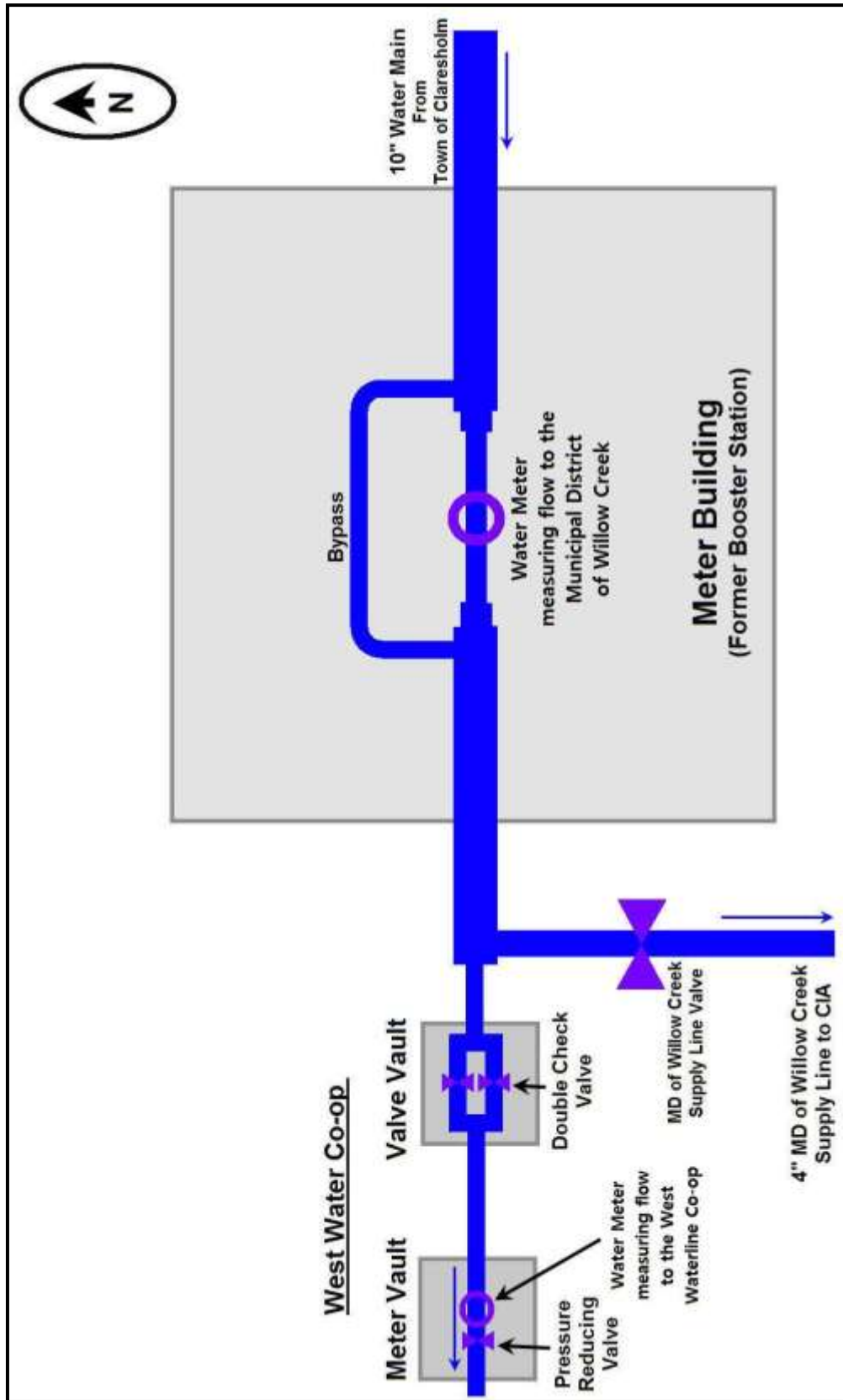
SCHEDULE "B"

MD WATER SYSTEM



SCHEDULE "C"

WATER CONNECTION POINT AND WATER METER VAULT



SCHEDULE "D"

WATER DAILY QUANTITIES, ANNUAL MAXIMUM LIMITS AND OPERATING PRESSURE

- a) Annual Water Quantity: 8.107 acre feet per calendar year (10,000 cubic meters)
- b) Maximum Water Rate of Delivery: 0.284 litres per second
- c) Maximum Water Daily Quantity: 24.6 cubic meters per day
- d) Operating Pressure: 55 – 65 psi @ Connection Point

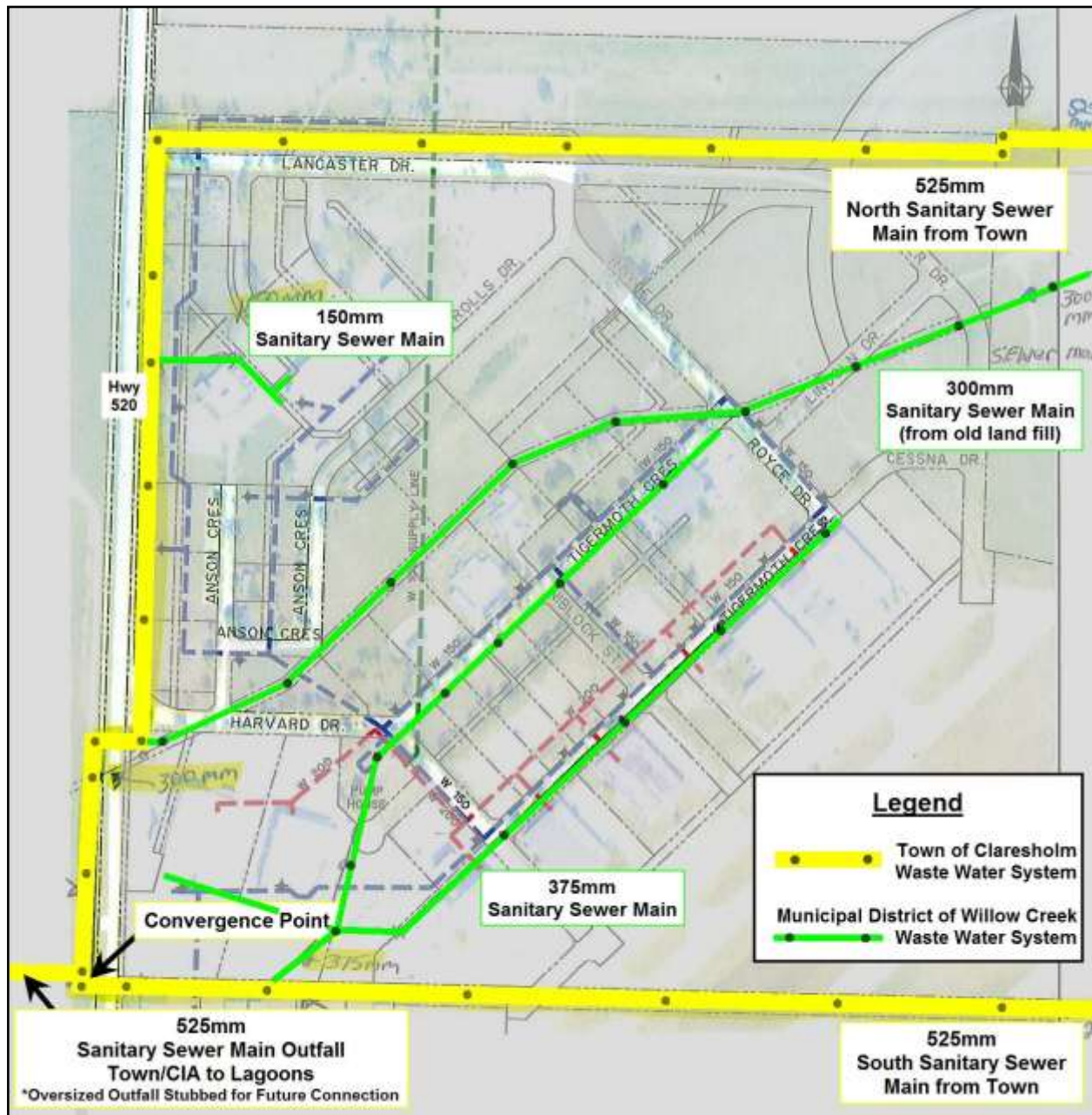
SCHEDULE "E"

TOWN WASTEWATER SYSTEM



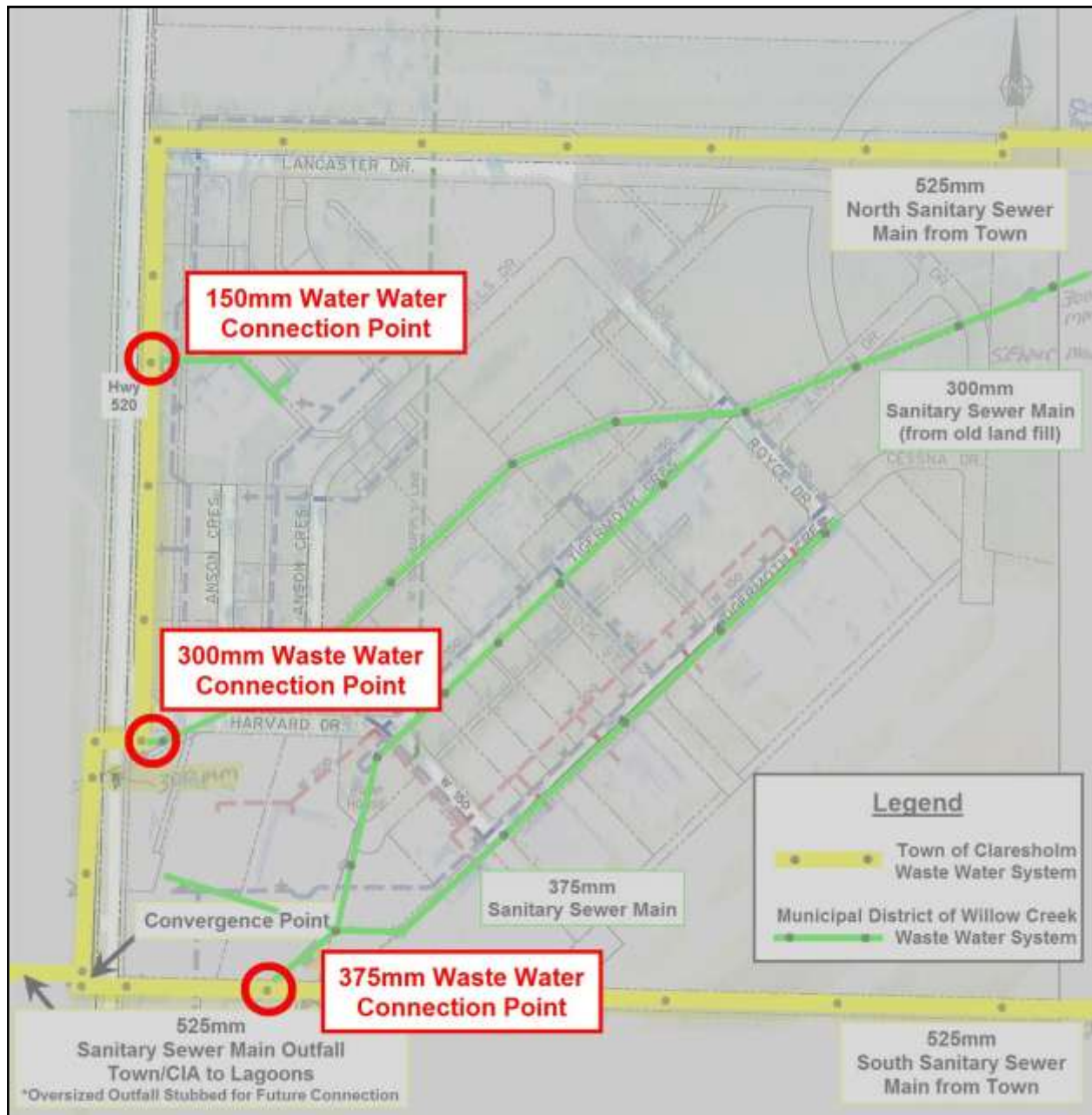
SCHEDULE "F"

MD WASTEWATER SYSTEM



SCHEDULE "G"

WASTEWATER CONNECTION POINT



SCHEDULE "I"

RATES

- a) **Water Rate:** \$460.00 per month fixed plus \$1.600 per cubic meter of Water delivered by the Town at the Water Connection Point to a maximum of 8.107 acre feet (10,000 m3) annually.
- b) **Wastewater Rate:** \$287.50 per month plus 0.795 per cubic meter of Water delivered by the Town at the Water Connection Point to a maximum of 8.918 acre feet (11,000 m3) annually.
- c) **Excess Usage Fee:** Any amount of Water delivered by the Town which exceeds 8.107 acre feet (10,000 m3) annually shall be billed to the MD at a rate of \$8.389 per cubic meter.
- d) **Solid Waste Collection and Disposal Rate:**

\$500.00 per month fixed (for up to 10 users; includes 3 bins total), plus:
 - \$50.00 per month for each additional bin rental
 - \$36.00 per month for each additional user
 - \$36.00 for each additional pickup requested by the MD

MEMORANDUM OF UNDERSTANDING

Dated July __, 2014 (the **Effective Date**).

BETWEEN:

TOWN OF CLARESHOLM,
a municipal corporation pursuant to the ***Municipal Government Act***,
R.S.A. 2000 Chapter M-26

(the "**Town**")

- and -

MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26
a municipal corporation pursuant to the ***Municipal Government Act***,
R.S.A. 2000 Chapter M-26

(the "**MD**")

WHEREAS the Town currently provides potable water services and owns and operates a potable water treatment and distribution system that is located within both the Town and the MD's jurisdictional boundaries;

AND WHEREAS the Town currently provides wastewater services and owns and operates a wastewater treatment facility and collection system that is located within both the Town and the MD's jurisdictional boundaries;

AND WHEREAS the Town currently provides solid waste collection and disposal services within both the Town and the MD's jurisdictional boundaries;

AND WHEREAS the MD has agreed that the Town may provide water, wastewater and solid waste collection services to the MD pursuant to Section 54 of the ***Municipal Government Act***, R.S.A. 2000 Chapter M-26;

AND WHEREAS the MD requires and the Town has agreed to provide expanded potable water services to the MD conditional upon a) the MD obtaining a water license from Alberta Environment and Sustainable Resource Development ("AESRD") (the "Water License") and b) the MD assuming ownership and control of the Town water and wastewater infrastructure located in the Claresholm Industrial Park and upgrading the infrastructure to acceptable service standards;

AND WHEREAS the Town and the MD are currently negotiating the terms of the final agreements to be entered into between the parties with respect to the Town providing water, wastewater and solid waste collection services to the MD and the MD acquiring and upgrading the Town owned water and wastewater infrastructure in the Claresholm Industrial Park (collectively referred to as the "Servicing Project");

AND WHEREAS the Town and the MD have agreed to enter into this Memorandum of Understanding setting out the principles upon which the parties have agreed to negotiate comprehensive final agreements respecting the Servicing Project;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings herein provided, the MD and the Town agree as follows:

1. The MD and the Town will continue good faith negotiations for the purpose of entering into final agreements with respect to the Servicing Project, which agreements will include but are not limited to a) a master servicing agreement and b) asset purchase agreement (the "Final Agreements").
2. Within Ninety (90) days of the MD being issued the Water License by AESRD, or such other time period as the Parties may mutually agree to in writing, the Parties will execute the Final Agreements.
3. The Parties agree that the terms of the Final Agreements will address, but are not limited to the following issues:
 - a) Provision of potable water by the Town to the MD in volumes which are the equivalent to the MD's water allocation set out in the Water License to a maximum of 500 acre ft. for the purpose of providing potable water to the service area authorized by the Water License, all in accordance with all applicable Federal, Provincial and municipal legislation including but not limited to the **Water Act**, **Reservoir Act**, **Occupational Health and Safety Act**, and the **Environmental Protection and Enhancement Act**, together with all applicable regulations passed thereunder, and all relevant permits and approvals issued by AESRD;
 - b) Provision of wastewater collection, treatment and disposal services by the Town to the MD in volumes which are equivalent to the volume of water provided to the MD by the Town, all in accordance with all applicable Federal, Provincial and municipal legislation including but not limited to the **Occupational Health and Safety Act** and the **Environmental Protection and Enhancement Act**, together with all applicable regulations passed thereunder, and all relevant permits and approvals issued by AESRD;
 - c) Provision of solid waste collection and disposal services by the Town to the MD in accordance with all applicable Federal, Provincial and municipal legislation including but not limited to the **Occupational Health and Safety Act** and the **Environmental Protection and Enhancement Act**, together with all applicable regulations passed thereunder, and all relevant permits and approvals issued by AESRD;
 - d) Indefinite term with provisions for the parties to formally review the Agreement not less than every four (4) years;
 - e) Service fees to be charged by the Town to the MD which shall be fair and non-discriminatory based on the Town's actual cost of providing water, wastewater and solid waste collection services to the MD, which actual cost calculation includes operational costs and capital cost components as well as financing costs related to infrastructure construction or upgrades;
 - f) Transfer of the Town owned water and wastewater infrastructure located within the Claresholm Industrial Park located within the MD's jurisdictional boundaries to the MD for a purchase amount of Ten Dollars (\$10.00);

- g) Ownership, construction, maintenance, repair, replacement and operation of all infrastructure required for the Servicing Project;
- h) Mutual indemnity and insurance obligations;
- i) Mutual obligations relating to limitation, reduction, interruption, or suspension of services for any reason; and
- j) Dispute resolution provisions inclusive of direct negotiation, mediation and arbitration.

IN WITNESS WHEREOF the Parties have caused their duly authorized officers to execute this Memorandum of Understanding as evidenced below as of the Effective Date.

MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26

Per: _____

C/S

Per: _____

TOWN OF CLARESHOLM

Per: _____

C/S

Per: _____

DRAFT



REQUEST FOR DECISION

Meeting: September 8, 2014

Agenda Item: 6

REGULAR COUNCIL MEETING DATE – DECEMBER 2014

DESCRIPTION:

Administration is requiring Council's decision regarding the schedule of the regular meeting date for December 2014.

BACKGROUND:

Each year, Claresholm Town Council typically only holds one meeting in the month of December. December is typically quieter and therefore one meeting is usually sufficient.

DISCUSSION/OPTIONS:

1. The last meeting in November is the 24th. Suggested meeting date for December is the middle of the month, or Monday, December 15th, 2014.
2. First meeting in 2015 will be Monday, January 12th.
3. Meeting date in 2013 was Tuesday, December 17th.
4. Meeting date in 2012 was Monday, December 17th.
5. Meeting date in 2011 was Monday, December 19th.
6. Meeting date in 2010 was Monday, December 13th.
7. Meeting date in 2009 was Wednesday, December 16th.

COSTS/ SOURCE OF FUNDING:

There is no extra cost for this action. It actually results in a cost savings in the reduction of time spent by Town Council at Council meetings.

RECOMMENDED ACTION:

1. Council pass a resolution to set the regular Council meeting date for December 2014 to the proposed date or a date recommended by Council.

PROPOSED RESOLUTION:

Moved by Councillor _____ to set _____ as the only regular Council meeting date for December 2014.

Attachments:

None.

Applicable Legislation: Not applicable.

Prepared By: Karine Wilhauk, Secretary-Treasurer

APPROVED BY: Jeff Gibeau, Acting CAO

DATE: September 4, 2014

INFORMATION ITEMS



TOWN OF CLARESHOLM

Cheque Listing For Account Payable

2014-Sep-5
2:25:20PM

Cheque #	Cheque Date	CEO	CAO	Vendor #	Vendor Name	Amount
						Batch # 17789
49186	2014-08-07	EFT	EFT	600	ALBERTA ASSOCIATION OF M.D.'S	815.73
49187	2014-08-07	EFT	EFT	786195	Benchmark Assessment Consultants Inc.	4,419.81
49188	2014-08-07	EFT	EFT	786189	BIG SKY DODGE CHRYSLER 2008 LTD	1,692.85
49189	2014-08-07	EFT	EFT	13660	CLARESHOLM LOCAL PRESS	2,033.06
49190	2014-08-07	EFT	EFT	786950	CLARESHOLM SELF STORAGE	598.50
49191	2014-08-07	EFT	EFT	14205	CLEAN BRITE CHEMICAL SERVICES LTD.	489.83
49192	2014-08-07	EFT	EFT	786785	CUMMINS WESTERN CANADA LP	7,315.48
49193	2014-08-07	EFT	EFT	786784	Davis Chev GMC Claresholm	558.14
49194	2014-08-07	EFT	EFT	786602	DEDOMINICIS, JOHN	367.50
49195	2014-08-07	EFT	EFT	786397	EPCOR	92.73
49196	2014-08-07	EFT	EFT	787513	Everest Construction Management Ltd.	94,943.01
49197	2014-08-07	EFT	EFT	785952	FIEGUTH, BETTY	93.60
49198	2014-08-07	EFT	EFT	786240	GAMMEL'S PLUMBING HEATING & GASFITTING	78.75
49199	2014-08-07	EFT	EFT	786347	JOHN BROOKS COMPANY LIMITED	1,577.02
49200	2014-08-07	EFT	EFT	56200	LOCAL AUTHORITIES PENSION PLAN	13,823.32
49201	2014-08-07	EFT	EFT	58000	LOOMIS EXPRESS	60.72
49202	2014-08-07			787530	MDC PRODUCTION	19.00
49203	2014-08-07	EFT	EFT	787531	MILLER SUPPLY	22.58
49204	2014-08-07	EFT	EFT	786704	MINISTER OF FINANCE (LT)	33.00
49205	2014-08-07	EFT	EFT	786905	ONECONNECT SERVICES INC. T46194	65.20
49206	2014-08-07	EFT	EFT	786050	PLANET CLEAN (LETHBRIDGE) LTD.	1,275.03
49207	2014-08-07	EFT	EFT	786453	PRAXAIR CANADA INC.	1,914.42
49208	2014-08-07	EFT	EFT	80000	PURULATOR COURIER	87.01
49209	2014-08-07	EFT	EFT	4090	PVH CANADA, INC.	940.39
49210	2014-08-07	EFT	EFT	786156	Q.E.D. ENTERPRISES LTD.	971.62
49211	2014-08-07	EFT	EFT	86153	RANCLAND EMBROIDERY	75.08
49212	2014-08-07	EFT	EFT	787523	SANDERS, DARREN	8,650.00
49213	2014-08-07	EFT	EFT	13525	SOBEYS CLARESHOLM	9.98
49214	2014-08-07			786111	STEEL, ROB	52.95
49215	2014-08-07	EFT	EFT	900	TELUS	48.14
49216	2014-08-07	EFT	EFT	786849	TJ'S TREE TRIMMING	1,980.82
49217	2014-08-07	EFT	EFT	23500	W.R. MEADOWS OF WESTERN CANADA	92.93
49218	2014-08-07	EFT	EFT	111705	WC CLASS II REGIONAL LANDFILL	11,257.00
49219	2014-08-07	EFT	EFT	900000	1743700 ALBERTA LTD.	1,500.00
49220	2014-08-07	EFT	EFT	900000	4imprint, Inc	1,493.50
49221	2014-08-07	EFT	EFT	900000	Benchmark Glass & Mirror Limited	349.13
49222	2014-08-07	EFT	EFT	900000	Freddie's Paint & Details Boutique	242.38
49223	2014-08-07	EFT	EFT	900000	MICHAEL, JOY	400.00
49224	2014-08-07	EFT	EFT	900000	SCHMIRLER, JAS	266.89
						<hr/> 160,707.10
						Batch # 17790
49226	2014-08-07	EFT	EFT	900200	CARLSON, KATRINA	116.84
						<hr/> 116.84



TOWN OF CLARESHOLM

Cheque Listing For Account Payable

Cheque #	Cheque Date	CEO	CAO	Vendor #	Vendor Name	Batch #	Amount
49227	2014-08-14	EFT	EFT	13125	AHS-CCMHA	17803	52.50
49228	2014-08-14	EFT	EFT	600	ALBERTA ASSOCIATION OF M.D.'S		8,813.32
49229	2014-08-14	EFT	EFT	650	ALBERTA BLUE CROSS		7,092.44
49230	2014-08-14	EFT	EFT	1000	ALBERTA MUSEUMS ASSOCIATION		500.00
49231	2014-08-14	EFT	EFT	1025	ALBERTA ONE CALL LOCATION CORP		81.90
49232	2014-08-14	EFT	EFT	786517	AMSC INSURANCE SERVICES LTD.		3,635.40
49233	2014-08-14	EFT	EFT	6390	BISHOFF AUTO & AG CENTRE		414.02
49234	2014-08-14	EFT	EFT	11250	CANADIAN LINEN SUPPLY		769.86
49235	2014-08-14			76150	CAReS Animal Rescue		150.00
49236	2014-08-14	EFT	EFT	13175	CLARESHOLM COMMUNITY CENTRE HALL BOARD		694.27
49237	2014-08-14	EFT	EFT	14085	CLARESHOLM NAPA AUTO		1,260.64
49238	2014-08-14	EFT	EFT	786141	CLARESHOLM TAXI		685.13
49239	2014-08-14	EFT	EFT	24060	EVCON FARM EQUIPMENT LTD.		60.30
49240	2014-08-14	EFT	EFT	49980	HARRY'S TIRE SALES (1984) LTD.		1,451.14
49241	2014-08-14	EFT	EFT	36800	HOME HARDWARE		1,245.20
49242	2014-08-14	EFT	EFT	850	JOHN DEERE FINANCIAL		1,180.11
49243	2014-08-14	EFT	EFT	786267	LAWSON PRODUCTS INC.		123.98
49244	2014-08-14	EFT	EFT	56155	LIFESAVING SOCIETY		401.46
49245	2014-08-14	EFT	EFT	787530	MDC PRODUCTION		104.00
49246	2014-08-14	EFT	EFT	786872	MPE ENGINEERING LTD.		887.25
49247	2014-08-14			65000	MUNICIPAL DISTRICT OF WILLOW		1,063.00
49248	2014-08-14	EFT	EFT	786192	NOBLE CONCRETE (1987) LTD		761.51
49249	2014-08-14	EFT	EFT	71400	Oldman River Regional Services Commission		42.00
49250	2014-08-14	EFT	EFT	97050	PHARMASAVE		12.59
49251	2014-08-14	EFT	EFT	786453	PRAXAIR CANADA INC.		8,647.37
49252	2014-08-14	EFT	EFT	786534	PROFESSIONAL GROUP SERVICES LTD.		1,485.54
49253	2014-08-14	EFT	EFT	86300	RECEIVER GENERAL FOR CANADA		24,690.38
49254	2014-08-14	EFT	EFT	786180	RICOH CANADA INC.		855.83
49255	2014-08-14	EFT	EFT	785990	TOWN OF COCHRANE		89.00
49256	2014-08-14	EFT	EFT	101400	UNITED FARMERS OF ALBERTA		646.72
49257	2014-08-14	EFT	EFT	787515	WATT & STEWART COMMODITIES INC		819.00
49258	2014-08-14	EFT	EFT	111800	WORKERS' COMPENSATION BOARD		5,373.65
49259	2014-08-14			900000	BERGEN, SHIRLEY		33.00
49260	2014-08-14			900000	Canadian Senior Pro Rodeo Association		500.00
49261	2014-08-14	EFT	EFT	900000	MARSH, JANE		78.71
49262	2014-08-14	EFT	EFT	900000	Teebreeze Entertainment		4,095.00
							78,796.22



TOWN OF CLARESHOLM

Cheque Listing For Account Payable

Cheque #	Cheque Date	CEO	CAO	Vendor #	Vendor Name	Amount	Batch #	
49263	2014-08-22			76356	ACN	10.33	17822	
49264	2014-08-22	EFT	EFT	6805	BROWNLEE LLP	821.26		
49265	2014-08-22	EFT	EFT	11880	CARR MCLEAN	478.71		
49266	2014-08-22	EFT	EFT	12190	CHAMCO INDUSTRIES LTD.	3,992.11		
49267	2014-08-22	EFT	EFT	786718	CICON ENGINEERING	4,454.10		
49268	2014-08-22	EFT	EFT	13250	CLARESHOLM CHILD CARE SOCIETY	2,183.50		
49269	2014-08-22	EFT	EFT	13660	CLARESHOLM LOCAL PRESS	23.36		
49270	2014-08-22	EFT	EFT	787522	HIFAB HOLDINGS LTD.	168.06		
49271	2014-08-22	EFT	EFT	36800	HOME HARDWARE	44.01		
49272	2014-08-22			787504	LETHBRIDGE TACTICAL SUPPLY	115.48		
49273	2014-08-22	EFT	EFT	786659	LIVINGSTONE RANGE SCHOOL DIVISION	396.33		
49274	2014-08-22			56200	LOCAL AUTHORITIES PENSION PLAN	13,918.02		
49275	2014-08-22	EFT	EFT	786175	MacPherson Leslie & Tyerman LLP	5,733.00		
49276	2014-08-22	EFT	EFT	787530	MDC PRODUCTION	36.00		
49277	2014-08-22	EFT	EFT	65040	MUNICIPAL INFORMATION SYSTEMS	959.14		
49278	2014-08-22			786050	PLANET CLEAN (LETHBRIDGE) LTD.	182.06		
49279	2014-08-22			786536	R P WATERWORKS INC.	1,917.30		
49280	2014-08-22	EFT	EFT	86300	RECEIVER GENERAL FOR CANADA	21,574.27		
49281	2014-08-22			786501	TOM HARRIS CELLULAR	73.50		
49282	2014-08-22	EFT	EFT	900000	AMSC 2014	2,205.00		
49283	2014-08-22	EFT	EFT	900000	CLARESHOLM HISTORY BOOK	1,000.00		
49284	2014-08-22			900000	DYCOR	577.50		
49285	2014-08-22			900000	HEALING HANDS	105.00		
49286	2014-08-22			900000	HUGHES, SCOTT	250.00		
49287	2014-08-22			900000	STRUTHERS, ELLEN	139.74		
49288	2014-08-22	EFT	EFT	900000	WALL, TILLY	44.14		
						61,401.92		
<hr/>							Batch #	17824
49289	2014-08-25			900	TELUS	837.86		
49290	2014-08-25	EFT	EFT	786428	TransAlta Energy Marketing Corp.	43,836.26		
						44,674.12		
<hr/>							Total	345,696.20

*** End of Report ***

TEACHING HOSPITAL

Learning is part of the fabric at the Claresholm General Hospital. Often there are groups of nurses in training here and annually we also host 12 doctors.

"It is a great learning experience and the staff are genuine and welcoming" Marta Davidson a doctor in training states. "I have had the opportunity to do more hands on work here, in such a short time, than I have had on any other rotation."

THE SCOPE OF PRACTICE IS BROAD AND INTRIGUING.

"At the clinic you see out-patients; helping them maintain their overall health and aiding to manage chronic conditions and at the hospital you attend emergency situations and provide care for in-patients. Long term care is also a very important part of a rural physician's scope of practice."

"The staff here are very knowledgeable and competent providing comprehensive care. They really advocate for their patients making certain their care is the best it can be," Marta adds.

Claresholm has a great hospital and is able to provide excellent care, due in part, to the exceptional support our communities offer The Foundation.

Dr. George Gish has led physician training in Claresholm since 1984.

"Rural family medicine is very diverse and very satisfying." Dr. Gish said. "Being a teaching hospital is good for the patients and practitioners. It allows the doctors to refresh and the students to receive optimum hands-on practice. Exposure to young doctors re-establishes why you did this in the first place."

"Claresholm is a great place to live and practice. Hosting students has been a very successful recruitment tool." adds Dr. Gish.

Dr. Scott Smith trained here through the rural family medicine program.

"There is definitely more hands-on practice here compared to a larger centre. Claresholm has an established good name as a teaching site. One example of the great learning atmosphere created here is that residents get to set up their own micro-practice, allowing them to be more independent, as they test their new doctor legs."

A full compliment of doctors and nurses, great access to care, excellent equipment and outstanding overall staff helps provide remarkable health care in Claresholm.



Doctors Smith, Gish & Leishman

He loves the set up, and that the clinic is close to the hospital, making his work life easy. When he trained here, he was impressed by the collegial group of doctors and nurses, and is happy this community is a fit for his practice and his family.

Dr. Fraser Leishman had a great first impression as a resident. The practice is well set up and the mix of out-patient, emergency, in-patient and long-term care is something he enjoys. Claresholm also has a lot of amenities that suit his family. When he chose to practice here, he knew exactly what to expect.

Thanks to EVERYONE'S support of The Foundation there are a Glidescope, Bi-Pap and Portable Ultrasound in our general hospital.

The **Bi-Pap** is a non standard piece of equipment purchased by The Foundation and used by Dr. Leishman twice in a weekend. He remembers having a patient who needed intubation (placing a breathing tube down the airway with the aid of a **Glidescope**), but the patient declined intubation and transport to Calgary. The **Bi-Pap** was used instead, the patient responded well, and likely would not have survived without it. The **Portable Ultrasound** is also something he looks forward to using more as he learns more about it. The High Definition Portable Ultrasound is another non-standard piece of equipment The Foundation purchased.



Jessica Langard & Larissa Neels with the Portable Ultrasound machine.

Registered Nurse Jessica Langard completed her practicum here and was happy to return after graduation to be part of a team delivering outstanding care. She touts the inter-disciplinary mentorship, finds relationships come easy among staff, and appreciates the level of trust doctors have for nursing staff. This respectful, positive working environment simply makes work easier. The staff is confident and their skills mesh together creating a strong team, which is essential to providing expedient, top-notch care. They have created an open and welcoming learning environment. The staff is knowledgeable with an even broader scope of skills due to the excellent equipment they have to work with. As a small staff, they recognize each other's strengths and quickly build a more cohesive unit.

Tracy Mitchell, Manager of the Claresholm Hospital and Nanton Health Centre, values the partnership with The Foundation, recognizing it is pivotal to helping the staff provide excellent care.

Mitchell said being a teaching hospital is advantageous when hiring new nurses. Students who have been here know the variety of care, what to expect, and the flow of systems so they are more likely to stay.

"We are fortunate to have The Foundation's support. The difference The Foundation makes is real and recognizable. We have the cadillac equipment to deliver services versus the basic equipment." ~Tracy Mitchell

Larissa Neels came to the Claresholm General Hospital as a nursing student in the fall of 2012 and now is on staff. Being from a rural background, she fully appreciates the small town atmosphere. Teamwork stands out here and stress levels are decreased when you are part of such a friendly team. "You are more involved with your patients, in a rural hospital, and that is gratifying as a care provider. The welcoming atmosphere here makes learning easy"

The Foundation has purchased over \$760,000.00 worth of equipment over the past 14 years for the Claresholm General Hospital.

Let's celebrate our state-of-the-art health care. Being a training hospital helps us have full staff rosters. Donating to The Foundation ensures we have top-notch equipment. Access to excellent health care in Claresholm is unsurpassed.

DEDICATED SPONSORS MAKE OUR FUNDRAISERS SUCCESSFUL!

Mark your calendar, bring your friends and join us!

15th Annual
BANQUET AUCTION & DANCE

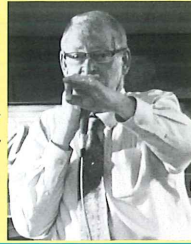
Tickets \$20

Live Entertainment
BARTON HOLLOW
country & rock

SATURDAY, MARCH 29
Stavely Community Centre

Cocktails at 5:30pm
Supper at 6:30pm
Live Auction at 8pm
Dance to follow.

SILENT AUCTION & DRAW
AUCTION THROUGHOUT
THE EVENING.



15th Annual
BARBEQUE
JUNE 12, 2014

Amundsen Park
- Downtown Claresholm



8TH ANNUAL GALA
SEPTEMBER 27, 2014

DUELING Pianos

Live event phenomenon with
Cal Toth & Anna VanderHeide

Many local businesses & service clubs choose to sponsor multiple events annually. Often they volunteer and attend our Fundraisers as well – THANKS for your tremendous ongoing support!

Not only do we receive generous support from our service clubs and corporate donations, but through other community fundraising efforts as well.

Jeff & Tanya Slettede donated \$630 from a Lefse Sale. Jeff works for GlobalFlow, and applied to the GlobalFlow Foundation to have money donated for the volunteer hours to make the Lefse, making the total donated funds \$2,112.

West Meadow Elementary School's Grade 6 Students donated \$450 from a movie/bake sale night and their year-end dance.

Emmitt Carlson donated proceeds from his Annual Lemonade Sale, plus added sponsorship from Roy's Place totaling \$350.

Porcupine Hills Classic Cruisers donated \$300 to finish off the HD Portable Ultrasound project and then donated another \$2,500 to kick off the Heart Monitoring System Upgrade.

Glen Keeley Memorial Bull Riding donated \$2,500.

Claresholm Fitness Challenge – Team Amigos directed their \$200 winnings to The Foundation.

The Foundation launched to Upgrade the Heart Monitoring System in the fall of 2012 and successfully completed this \$65,717 project once we tallied the proceeds raised at our Annual Charity BBQ.

THANK YOU EVERYONE FOR YOUR OUTSTANDING SUPPORT IN EVERY SINGLE WAY!!!

DONORS LOOK WHAT YOU HAVE DONE!

Heart Monitor Upgrades	\$65,717
Bio Safety Cabinet	\$ 6,500
Free Swim	\$ 1,200
Transfer Aids	\$ 1,050
Bio Feedback Unit	\$ 582
Diabetic Foot Kit	\$ 1,535
Rocker Board	\$ 275
Balance Pads	\$ 84
Hand Exercise Balls	\$ 203
Doppler	\$ 1,010
Gem Star Pump	\$ 3,000
Patient Walker	\$ 6,654
Wheeled Walker	\$ 1,380
Bed Check Alarms	\$ 2,400
Tilt Recliner	\$ 3,354
Palliative Mattress	\$ 1,500
Ice Maker	\$ 4,400
HD Portable Ultrasound Training	\$ 1,600
Bursary	\$ 1,000

TOTAL **\$103,444**

The Claresholm & District Health Foundation is planning to raise an estimated amount of \$90,000. this year on fundraising campaigns. It will cost our organization an estimated \$17,000.

FOUNDATION BOARD MEMBERS



ART SCOTT
Chairman



JOHN JOHNSON
Vice Chairman



KAREN BISHOP
Treasurer



ELAINE CLAY
Secretary



KEITH ALDER



DR. JEFFREY JONES



GEORGE KRUEGER



JOYCE MILTON



LIS GILLESPIE



TARA BISHOFF
Foundation Coordinator

How Do I Make My DONATION?

Complete and Mail to:

Claresholm & District Health Foundation
Box 2638, Claresholm, AB T0L 0T0
or Call 403-682-3739

Remember:

ALL funds raised HERE, stay HERE!

Name _____

Address _____

Phone _____

Email _____

Donation amount \$ _____

Cheque Cash Visa Mastercard

Card # _____

Exp. Date _____

Signature _____

THANK YOU!

Charitable Registration Number: 86637 2873 RR0001

For more info. on how to volunteer or donate call Tara 403-682-3739

Box 2638, Claresholm, AB T0L 0T0 | www.claresholmanddistricthealthfoundation.com

BOARD REPORT

VOL. 13 NO. 2 AUGUST 2014



Chinook Arch
Regional Library
System

CHINOOK ARCH BOARD MEETING, AUGUST 5, 2014

Chinook Arch Board Approves 2015-2018 Plan of Service and Budget

The proposed 2015-2018 Plan of Service and Budget were brought to the Board at the August 5, 2014 meeting. The Plan of Service is based on feedback received from stakeholders during an extensive needs assessment process. The Plan of Service outlines how the System will invest its resources in meeting the expressed needs of member libraries and municipalities, and includes specific and measurable goals for the four-year planning cycle ending in 2018.

The four-year budget is designed to enable the goals laid out in the Plan of Service. The budget includes a 3% annual increase to the municipal portion of the member levy (a less than 2% increase to the overall member fee). The budget will allow the System to maintain current service levels and to continue to bring high quality, innovative library services to residents of southwestern Alberta.

The Budget has been distributed to member councils for approval. In order for the Budget to take effect, it must be approved by 2/3 of member councils representing 2/3 of the population served.

Chinook Arch has new Mission and Vision Statements!

Mission:

Chinook Arch Regional Library System creates and supports the structure for a network of cooperating libraries in Southwest Alberta to share resources in a cost-effective manner.

Vision:

Residents of southwest Alberta, through their local library, have access to shared print and digital resources which support literacy, lifelong learning and an excellent quality of life.



Chinook Arch Quick Facts 2014:

Population served:	193,379
Library Service Points:	35
Municipalities:	39
School Authority:	1
Board Chair:	Howard Paulsen, Stavely
CEO:	Maggie Macdonald (mmacdonald@chinookarch.ca)

Board Members Present:

Carmangay	Sheila Smidt
Claresholm	Mike McAlonan
Crowsnest Pass	Doreen Glavin
Fort Macleod	Trish Hoskin
Glenwood	Barb Michel
City of Lethbridge	Neil Stubbs
Lethbridge County	John Willms
Lomond	Doug Logan
Magrath	Devar Dahl
Milo	Christopher Northcott
Nanton	Gordon Given
Picture Butte	Joe Watson
Stavely	Howard Paulsen (Chair)
Taber MD	Ben Elfring
Vulcan County	Marie Logan
Village of Warner	Ian Glendinning
County of Warner	Philip Jensen
Willow Creek MD	Earl Hemmaway
LPL Resource Centre	Bob Cooney (Guest)

Regrets:

Barnwell	Marg McCulloch
Barons	Ron Gorzitta
Town of Cardston	Dennis Barnes
Cardston County	Lloyd Kearl
Champion	Trevor Wagenvoort
Coaldale	Sherrie Duda
Coalhurst	Sheldon Watson
Milk River	Donald Cody
Town of Pincher Creek	Lorne Jackson
Pincher Creek MD	Fred Schoening
Stirling	Jonathan Bikman
Town of Taber	Laura Ross-Giroux
Town of Vulcan	Jenn Fohrmzway
Ministerial Appointment	Vic Mensch

Absent:

Arrowwood	Janet Cockwill
Coutts	Shelley Fleming
Granum	Shirley Murphy
Hill Spring	Jim Rowley
Raymond	Dustin Ralph
Vauxhall	Russell Norris
Kainai Board of Education	Linda Weasel Head

CHINOOK ARCH BOARD MEETING, AUGUST 5, 2014**MEETING HIGHLIGHTS****Advocacy Campaigns: Infrastructure and Operating Funds**

Chinook Arch and other regional library systems have united to lobby the Government of Alberta to provide infrastructure funding for much-needed upgrades to headquarter facilities across the province. Some Systems have received funding in the past, while others have not. A 2011 report commissioned by the Government of Alberta indicated the need for \$1.8m in improvements to the Chinook Arch HQ building.

In addition, Chinook Arch is spearheading a campaign for increased Provincial funding for public libraries. There have been no new funds for public libraries since 2009, which has placed increasing pressure on municipalities and local and regional library boards. Trustees and municipal councilors are invited to contact their local MLA, as well as Hon. Greg Weadick, Minister of Municipal Affairs, Hon. Doug Horner, Minister of Finance and President of the Treasury Board, and any other member of the Treasury Board, to request increased funding to public libraries in the next provincial budget.

What's all the hoopla? Streaming digital services now available to Chinook Arch Residents!

Thanks to the generous support of the Public Library Services Branch of Alberta Municipal Affairs, Chinook Arch library patrons can now access on-

-demand streaming movies, music, and audiobooks via the hoopla website. It's easy to sign up—all you need is a valid

library card and PIN. See what hoopla has for you at <https://www.hoopladigital.com/home>



Looking to buy a new dishwasher or car? Make the Consumer Reports.org website your first stop! Your library card gives you access

ConsumerReports.org

to the Consumer Reports website

and all kinds of great information on thousands of different products. Access Consumer Reports via www.chinookarch.ca or through your local library website.

Contact Us:

Chinook Arch Regional Library System
2902 7th Ave. N
Lethbridge, AB T1H 5C6

www.chinookarch.ca | arch@chinookarch.ca



MUNICIPAL PLANNING COMMISSION MINUTES

July 18th, 2014

Town of Claresholm – Council Chambers

Attendees:

1. Rob Steel - Council Member (Chairperson)
2. Lyal O'Neill - Council Member (Vice-Chairperson)
3. Shelley Ford – Council Member
4. Grant Jordan - Member-at-Large
5. Sharon Duncan - Member-at-Large

Staff:

Jeff Gibeau - Manager of Regulatory & Property Services (Secretary to the Municipal Planning Commission)
Jeff Doherty - Development Officer
Tara VanDellen – RPS Assistant

8:03 a.m.

Call to Order /Adoption of Agenda

**Motion to adopt
the Agenda by
Grant Jordan**

CARRIED

Adoption of Minutes

- July 4th, 2014

**Motion to adopt
the Meeting Minutes
by Sharon Duncan**

**Seconded by
Councillor O'Neill
CARRIED**

8:35am

Administrative/Procedural Shelley Ford entered the Municipal Planning Commission Meeting



MUNICIPAL PLANNING COMMISSION MINUTES

July 18th, 2014
Town of Claresholm – Council Chambers

Item 1: Action

DEVELOPMENT PERMIT

File: D2014.067
Applicant: Dino & Cynthia Vizzutti
Address: 216 47th Ave West
Legal: Lot All 28 ptn 29, Block 11, Plan 147N
Regarding: Development Permit Application: Detached Garage
(with variances) Variance to Maximum Lot Coverage
Variance to Maximum Building Height

**Motion to Approve
with Conditions
by Grant Jordan**

**Seconded by
Sharon Duncan**

CARRIED

CONDITION(S) – Variance(s):

1. *Variance to the Maximum Percentage of Lot Coverage [Bylaw 1525 – Land Use Bylaw, Schedule 1 – (R1) – Single Detached Residential, Section 4 – Maximum percentage of Lot Coverage for Accessory Building]*

Standard:	1200 square feet
Proposed:	2064 square feet (after required subdivision)
Approved:	2064 square feet (after required subdivision)
Percent Variance:	72.0% (after required subdivision)

2. *Variance to the Maximum Height of Buildings [Bylaw 1525 – Land Use Bylaw, Schedule 1 – (R1) – Single Detached Residential, Section 6 – Maximum Height of Buildings for Accessory Building]*

Standard:	4.60m (15 ft.)
Proposed:	5.19m (17 ft.)
Approved:	5.19m (17 ft.)
Percent Variance:	12.9%

CONDITION(S) – To be fulfilled prior to commencement:

1. *The applicant shall complete a subdivision to consolidate, into one parcel, both of the parcels of land identified as 216 47 Avenue West (Title No. 061 275 571) and 220 47 Avenue West (Title No. 971 082 167).*
2. *The applicant shall demolish and remove from the resulting parcel the second dwelling unit located on the lot formally designated as 216 47 Avenue West (Title No. 061 275 571). This will first require the applicant to obtain a Development Permit and a Building Permit for the demolition.*
3. *The applicant shall provide payment of the fee for an Application for a Development Permit based on the value of*



MUNICIPAL PLANNING COMMISSION MINUTES

July 18th, 2014
Town of Claresholm – Council Chambers

Item 1: Action
Continued

the development (\$20.00 plus \$1.00 for each \$1000.00 of construction value, including materials and labour).

4. *The applicant shall obtain all relevant Safety Code Permits and approvals from Superior Safety Codes Inc. Please call 403-320-0734 for further information.*
5. *Pursuant to the Town of Claresholm Land Use Bylaw No. 1525 and Policy PLDE 04-09 Planning and Development Fee Schedule the applicant shall provide either:*
 - a. *An irrevocable letter of credit, or*
 - b. *A deposit,*

In the amount of \$500.00 to the Town of Claresholm to cover the costs of any damage to municipal property and/or infrastructure and as security to ensure that the applicant adheres to the conditions of the permit.

CONDITION(S) – Applicable during duration of the construction process:

1. *The applicant shall otherwise adhere to the landscaping plan submitted with the Application for a Development Permit, but the plan shall be amended to include the planting of 3 conifer trees, 10 feet in height, to screen the additional large accessory building from the street.*
2. *The applicant shall ensure that building materials and waste materials on the premises are removed or contained and secured in such a manner that prevents such material from being blown off or scattered from the property.*
3. *As per the Town of Claresholm Land Use Bylaw No.1525 [Schedule 4, Section 8(b)] the Applicant shall finish the exterior of the large accessory building (detached garage) with siding or stucco. Any other material that the applicant proposes to use for the exterior finish of the large accessory building (detached garage) shall be approved by the Development Officer.*
4. *As per the Town of Claresholm Land Use Bylaw No.1525 [Schedule 4, Section 8(b)] the Applicant shall finish the roof of the detached garage with shingles. Any other material that the applicant proposes to use for the roof finish of the large accessory building (detached garage) shall be approved by the Development Officer.*

NOTE(S):

1. *The applicant shall ensure that underground utilities are marked prior to commencing with development. Please call Alberta One Call at 1-800-242-3447.*



MUNICIPAL PLANNING COMMISSION MINUTES

July 18th, 2014
Town of Claresholm – Council Chambers

9:45am

Administrative/Procedural Lyl O'Neill left the Municipal Planning Commission Meeting

Item 2: Action

DEVELOPMENT PERMIT (Home Occupation)

**Motion to Approve
with Conditions
by Councillor Ford**

File: D2014.071
Applicant: Leo Cormier Construction
Owners: David & Shannon Yates
Address: 5341 4 Street West
Legal: Lot 44, Block 2, Plan 8098JK
Regarding: Home Occupation Application - Carpentry

**Seconded by
Grant Jordan**

CARRIED

CONDITIONS:

1. *The applicant shall adhere to the stipulations set out in Schedule 10 of the Town of Claresholm Land Use Bylaw No. 1525.*
-

Item 3: Action

DEVELOPMENT PERMIT (Home Occupation)

**Motion to Approve
with Conditions
by Councillor Ford**

File: D2014.072
Applicant: Kathy Winkel
Address: 5317 2 Street West
Legal: Lot S90' 7-12, Block 81, Plan 147N
Regarding: Home Occupation Application – Massage Therapy

**Seconded by
Grant Jordan**

CARRIED

CONDITIONS:

1. *The applicant shall adhere to the stipulations set out in Schedule 10 of the Town of Claresholm Land Use Bylaw No. 1525.*
-



MUNICIPAL PLANNING COMMISSION MINUTES

July 18th, 2014
Town of Claresholm – Council Chambers

Item 4: Information Approved Developments January – May 2014

DEV. PERMIT #	Type	OWNER / APPLICANT	CIVIC ADDRESS	DEVELOPMENT	DEV. VALUE (\$)	DECISION	DECISION BY	DATE OF DECISION
D2014.001	DP	Darleen Reid	107 Derochie Drive	Basement Development (Bathroom/ Bedroom)	\$10,000	Approved with conditions	Dev Officer	20-Jan-14
D2014.002	DP	Damon Larkin Therapy (Danielle Slettede)	343 49 Ave W	Parital Interior Renovation	\$15,000	Approved with conditions	Dev Officer	28-Jan-14
D2014.003	DP	(Danielle Slettede)	4804 2 ST W	Change in Use	N/A	Approved	Dev Officer	29-Jan-14
D2014.005	DP	Starling Auction Services Ltd.	55212 ST East	Development Permit for Temporary Use (Auction)	N/A	Approved with conditions	MPC	07-Feb-14
D2014.007	HO	Cherry Apron Personal Chef (Judy VanAmerongan)	212 50 Ave East	Home Occupation - Personal Chef Services	N/A	Approved with conditions	MPC	07-Mar-14
D2014.008	HO	Icon Mechanical Inc (Ryan EvanShen)	4509 3 St W	Home Occupation- Plumbing, Heating Service	N/A	Approved with conditions	MPC	07-Mar-14
D2014.009	DP	Tim Knelsen	351 48 Ave W	Back Porch Addition	\$6,000	Approved with conditions	Dev Officer	13-Feb-14
D2014.010	DP	Eric & Alayna Chatterton	38 Westlynn Drive	Basement Development	\$14,000	Approved with conditions	Dev Officer	28-Feb-14
D2014.011	DP	Adrian Cook	244 54 Ave East	Interior Renovation with front yard addition	\$50,000	Approved with conditions	Dev Officer	19-Feb-14
D2014.012	DP	Justin Canuel	338 48 Ave West	Renovate Dwelling, upgrade electrical & envelope	\$38,320	Approved with Conditions	Dev Officer	20-Feb-14
D2014.014	HO	Ashlee Beck	346 48 Ave West	Home Office for event planning	N/A	Approved with conditions	MPC	04-Apr-14
D2014.015	DP	James Nixon	4525 4 St W	Renovation and Addition to Single Family Dwelling	\$135,000	Approved with conditions	Dev Officer	17-Mar-14
D2014.016	DP	Daniel & Leah Blake Don's Catering (Don Leonard)	49 Westlynn Spur	Basement Development	\$49,500	Approved with conditions	Dev Officer	18-Mar-14
D2014.017	HO	(Don Leonard)	15 Wildrose Drive	Home Occupation: Catering Business	N/A	Approved with conditions	MPC	04-Apr-14
D2014.019	DP	David Linn	204 50 Ave E	Modify Front Steps, repair roof over steps	\$4,000	Approved with conditions	Dev Officer	24-Mar-14
D2014.020	DP	Craig Befus	28 Sask Cres	Change in Use Vacant to Wood Cabinet Manufacturing	N/A	Approved with conditions	MPC	17-Apr-14
D2014.021	DP	OssaTerra Ltd.	4149 3 St E	Demolition of Vacant Mill Structure	N/A	Approved with conditions	Dev Officer	01-Apr-14
D2014.022	DP	Roger & Beverly Veach Tracey Strong (The Finished Quilt)	15 Saddle Mountain Road	Add Gas Fireplace	\$2,000	Approved with conditions	Dev Officer	02-Apr-14
D2014.023	HO	(The Finished Quilt)	4 Saddle Mountain Road	Home Occupation	N/A	Approved with conditions	MPC	02-May-14
D2014.024	DP	Bella Da Vita Ltd.	4416 1 St W	Patio Renovation & Signs	\$1,000	Approved with conditions	Dev Officer	22-Apr-14
D2014.025	DP	Shannon Clay	128 49 Ave E	Renovation	\$10,000	Approved with conditions	Dev Officer	23-Apr-14
D2014.026	DP	Starling Auction Services Ltd.	55212 ST East	Development Permit for Temporary Use (Auction)	N/A	Approved with conditions	MPC	02-May-14
D2014.027	DP	Forbes Bros Ltd.	415 43 Ave E	Permitted Change in Use	N/A	Approved	Dev Officer	11-Apr-14
D2014.028	HO	Martina McGarry	5041 4 St W	Home Occupation - House Cleaning	N/A	Approved with conditions	MPC	02-May-14
D2014.029	DP	Cheryl Tanner & Pat Brown	5853 4 St W	Fence	\$1,000	Approved with conditions	Dev Officer	22-Apr-14
D2014.030	HO	Sonja Poot	416 57 Ave W	Home Occupation - House Cleaning	N/A	Approved with conditions	MPC	02-May-14
D2014.031	HO	Vicky Miller	134 48 Ave W	Home Occupation - House Cleaning	N/A	Approved with conditions	MPC	06-Jun-14
D2014.032	DP	Tessie Olienicik	517 55 Ave W	Rear Deck	\$4,000	Approved with conditions	Dev Officer	22-Apr-14
D2014.035	DP	Jamie & Denelle Cutler	304 48 Ave E	6 ft wood fence	\$4,000	Approved with conditions	Dev Officer	24-Apr-14
D2014.036	DP	Janice Fedirchuk	4803 2A St E	shed	\$2,000	Approved	Dev Officer	25-Apr-14
D2014.037	DP	Cody Dober	313 53 Ave W	6 ft wood fence	\$2,000	Approved with conditions	Dev Officer	25-Apr-14
D2014.038	DP	Craig Befus	304 43 Ave E	Change in Use: Vacant to Wood Cabinet Manufacturing	N/A	Approved with conditions	MPC	02-May-14
D2014.039	DP	James McGregor	5037 4 St W	6 ft Wood fence, 2.5ft fence front yard	\$2,000	Approved with conditions	Dev Officer	28-Apr-14
D2014.040	DP	Douglas & Eileen Priestley	4885 7 St W	Parital Basement Development	\$13,000	Approved with conditions	Dev Officer	30-Apr-14
D2014.041	DP	Chris Cooper	124 51 Ave W	3.5 ft high fence	\$1,000	Approved with conditions	Dev Officer	06-May-14
D2014.042	DP	Vic Boyko	27 Westover Cres	Fence in side & rear yard	\$2,000	Approved with conditions	Dev Officer	06-May-14
D2014.043	DP	Levi & Sarah Groves	663 50 Ave W	8ft x 12ft shed	\$2,000	Approved with conditions	Dev Officer	02-May-14
D2014.044	DP	Jackie & Trudi Alsgard	322 52 Ave E	6ft Wood Fence side yard	\$1,000	Approved with conditions	Dev Officer	06-May-14
D2014.045	HO	Haul-Away, Removal & Recl. Inc (Shane Hazelaar)	248 54 Ave E	Home Occupation- Office for Haul-Away Business	N/A	Approved with conditions	MPC	06-Jun-14
D2014.046	DP	Don & Carol Schwab	410 56 Ave W	Fence	\$2,000	Approved with conditions	Dev Officer	14-May-14
D2014.047	DP	Zachary Menzies	5026 6 ST W	Renovation	\$66,800	Approved with conditions	Dev Officer	21-May-14
D2014.048	DP	Kale Caldwell	403 51 Ave E	Fence	\$2,000	Approved with conditions	Dev Officer	20-May-14
D2014.049	DP	Complete Carpentry Ltd.	74 Westlynn Drive	New Single Family Dwelling	\$304,800	Approved with conditions	Dev Officer	22-May-14

9:55am

Adjourn

Motion to Adjourn By
Grant Jordan

CARRIED



MUNICIPAL PLANNING COMMISSION MINUTES

August 15th, 2014

Town of Claresholm – Council Chambers

- Attendees:**
1. Rob Steel - Council Member (Chairperson)
 2. Lyal O'Neill - Council Member (Vice-Chairperson)
 3. Shelley Ford – Council Member
 4. Grant Jordan - Member-at-Large
 5. Sharon Duncan - Member-at-Large

Staff: Jeff Gibeau - Manager of Regulatory & Property Services (Secretary to the Municipal Planning Commission)
Jeff Doherty - Development Officer
Tara VanDellen – RPS Assistant

8:30 a.m.

Call to Order /Adoption of Agenda

**Motion to adopt
the Agenda by
Grant Jordan**

CARRIED

Adoption of Minutes

- July 18, 2014

**Motion to adopt
the Meeting Minutes
by Councillor O'Neill**

**Seconded by
Sharon Duncan**

CARRIED

Item 1: Action

DEVELOPMENT PERMIT

File: D2014.087
Applicant: Starling Auction Services Ltd.
Owners: 789580 Alberta Ltd.
Address: 5521 2 St East
Legal: Lot NA, Block 2, Plan 7810527
Regarding: Development Permit for Temporary Auction Use;
Farm/Industrial Machinery Sales (Permitted Use)

CONDITION(S):

1. The temporary use permit is approved for a period commencing on September 2 , 2014 and expiring on September 23, 2014.
2. Pursuant to the Town of Claresholm Land Use Bylaw No. 1525 [Section 49] temporary use applications shall be subject to the following conditions:
3. the applicant or developer is liable for any costs involved in the cessation or removal of any development at the expiration of the permitted period;
4. the Development Authority may require the applicant to submit an irrevocable letter of credit guaranteeing the cessation or removal of the temporary use; and

**Motion to Approve
with Dates & Conditions
by Grant Jordan**

**Seconded by
Sharon Duncan**

CARRIED



MUNICIPAL PLANNING COMMISSION MINUTES

August 15th, 2014
Town of Claresholm – Council Chambers

5. any other conditions as deemed necessary.
6. All materials must be contained within the boundaries of the property and the applicant is required to be fully remove the same from the property upon the expiration of the permitted period.

NOTE(S):

7. The applicant must access the subject lands from 2 Street East.
 8. The Municipal Planning Commission emphasizes that they will take into consideration, when reviewing any future applications for a similar temporary use permit, whether or not the applicant adhered to the conditions of this temporary use permit.
-

Item 2: Action

DEVELOPMENT PERMIT

File: D2014.084
Applicant: Wil Mercier
Address: 410 51 Ave West
Legal: Lot NA, Block 67 (ptn), Plan 147N
Regarding: Large Accessory Building (Detached Garage with variance to rear yard setback dimension)

**Motion to Approve
with Conditions
by Councillor Ford**

**Seconded by
Grant Jordan**

CARRIED

CONDITION(S) – Variance(s):

1. Variance to the setback dimension for rear yards [Bylaw 1525 – Land Use Bylaw, Schedule 1 – (R1) – Single Detached Residential]

Standard: 10 feet

Proposed: 7 feet

Approved: 7 feet

Percent Variance: 30%

CONDITION(S) – To be fulfilled prior to commencement:

1. *The applicant shall obtain all relevant Safety Code Permits and approvals from Superior Safety Codes Inc. Please call 403-320-0734 for further information.*
2. *Pursuant to the Town of Claresholm Land Use Bylaw No. 1525 and Policy PLDE 04-09 Planning and Development Fee Schedule the applicant shall provide either:*
 - a) *An irrevocable letter of credit, or*
 - b) *A deposit,*

In the amount of \$500.00 to the Town of Claresholm to cover the costs of any damage to municipal property and/or



MUNICIPAL PLANNING COMMISSION MINUTES

August 15th, 2014
Town of Claresholm – Council Chambers

infrastructure and as security to ensure that the applicant adheres to the conditions of the permit.

CONDITION(S) – Applicable during duration of the construction process:

3. *The applicant shall ensure that building materials and waste materials on the premises are removed or contained and secured in such a manner that prevents such material from being blown off or scattered from the property.*
4. *As per the Town of Claresholm Land Use Bylaw No.1525 [Schedule 4, Section 8(b)] the Applicant shall finish the exterior of the large accessory building (detached garage) with siding to match the dwelling. Any other material that the applicant proposes to use for the exterior finish of the large accessory building (detached garage) shall be approved by the Development Officer.*
5. *As per the Town of Claresholm Land Use Bylaw No.1525 [Schedule 4, Section 8(b)] the Applicant shall finish the roof of the detached garage with shingles to match the dwelling. Any other material that the applicant proposes to use for the roof finish of the large accessory building (detached garage) shall be approved by the Development Officer.*

NOTE(S) –

1. *The applicant shall ensure that underground utilities are marked prior to commencing with development. Please call Albert One Call at 1-800-242-3447.*

9:15am

Adjourn

**Motion to Adjourn By
Grant Jordan**

CARRIED



OLDMAN RIVER REGIONAL SERVICES COMMISSION

MINUTES - 4 (2014)

EXECUTIVE COMMITTEE MEETING

Thursday, June 12, 2014 at 7:00 p.m.

ORRSC Boardroom (3105 - 16 Avenue North, Lethbridge)

EXECUTIVE COMMITTEE:

Gordon Wolstenholme - Chair
Henry Van Hierden - Vice-Chair
Anne Marie Philipsen
Don Anderberg

Jim Bester
Dave Edmonds
Bill Martens (absent)

STAFF:

Lenze Kuiper - Director

Barb Johnson - Executive Secretary

AGENDA:

- 1. Approval of Agenda - June 12, 2014
2. Approval of Minutes - April 10, 2014 (attachment)
3. Business Arising from the Minutes
4. New Business
(a) Municipal Government Act Review (handout)
(b) Rosemary and Duchess Membership
(c) Brownlee LLP Development Agreements Workshop (attachment)
(d) Flood Mapping - Subdivision Decisions
(e) Fee For Service 2014 Update (handout)
(f) Vehicle Sale
(g) Summer Executive Committee Meeting Date
(h) Distribution of Agendas, Minutes and Annual Reports
5. Accounts
(a) Office Accounts -
(i) April 2014 (attachment)
(ii) May 2014 (handout)
(b) Financial Statements -
(i) January 1 - January 31, 2014 (attachment)
(ii) January 1 - February 28, 2014 (attachment)
(iii) January 1 - March 31, 2014 (attachment)
(iv) January 1 - April 30, 2014 (attachment)
6. Director's Report

7. **Executive Report**
 8. **Adjournment**
-

CHAIR GORDON WOLSTENHOLME CALLED THE MEETING TO ORDER AT 7:00 P.M.

1. APPROVAL OF AGENDA

Moved by: Anne Marie Philipsen

THAT the Executive Committee approve the agenda, as amended:

ADD: 5(h) Distribution of Agendas, Minutes and Annual Reports **CARRIED**

2. APPROVAL OF MINUTES

Moved by: Don Anderberg

THAT the Executive Committee approve the minutes of April 10, 2014, as presented. **CARRIED**

3. BUSINESS ARISING FROM THE MINUTES

- None.

4. NEW BUSINESS

(a) Municipal Government Act Review

- Alberta Municipal Affairs is conducting a review of the Municipal Government Act and has invited input from various stakeholders. ORRSC planning staff reviewed the document page by page and identified areas where current provisions require clarity or are inconsistent with other provisions of the MGA and related legislation. A number of recommendations (see handout) were submitted to Municipal Affairs on June 9 and e-mailed to ORRSC Board Members and CAOs on June 11.
- Most comments related to Part 17 of the MGA, however, a general recommendation was that separate Acts for Planning, Assessment and Municipal Governance should be considered instead of addressing all of these matters under one Municipal Government Act.

Moved by: Jim Bester

THAT the Executive Committee accept the Municipal Government Act Review, as information.

CARRIED

(b) Rosemary and Duchess Membership

- Director Lenze Kuiper and Senior Planner Mike Burla met with both Rosemary and Duchess CAOs regarding membership in ORRSC. Although no formal request to join has been received, this will be discussed with their respective councils in the coming month. The addition of these two municipalities would complete membership of all urban municipalities within the County of Newell.

- ORRSC is approaching its saturation point as far as membership and distance is concerned. Committee members suggested that videoconferencing could be utilized more often as an alternative to planners' attendance at some meetings.

(c) Brownlee LLP Development Agreements Workshop

- On Thursday, June 19, 2014 ORRSC is hosting a Development Agreements Workshop presented by Kelley L. Fiske-Nielsen of Brownlee LLP from 12:00 noon (lunch provided) to 4:00 p.m. A registration fee of \$75 per person will be charged to partially offset Brownlee's fee which is estimated to be \$6,000+ and Brownlee has offered to sponsor the lunch. Deadline for registration is June 13 and 43 are registered so far.

(d) Flood Mapping – Subdivision Decisions

- ORRSC received a copy of a letter sent by Cardston to Alberta Municipal Affairs requesting updated flood mapping to help them make good decisions regarding subdivision and development in floodways. Most mapping is irrelevant since the 2013 flood and therefore municipalities are taking on additional risk. Don Anderberg will take the subject to the next Mayors and Reeves meeting in September to get their support.

Moved by: Anne Marie Philipsen

THAT the Executive Committee authorize Director Lenze Kuiper to send a letter to Alberta Sustainable Resource Development requesting updated floodway mapping which is required due to vast streambed and flow changes to assist municipalities in making good decisions regarding subdivision and development in floodways. **CARRIED**

(e) Fee For Service 2014 Update

- Current projects outstanding at various stages of completion total \$646,598.50 as of June 12, 2014.

(f) Vehicle Sale

- Two office vehicles (2009 Calibre and 2008 Sebring) have over 140,000 km. It is proposed that both vehicles be offered for sale and the one that sells first be replaced this year, and the other in 2015. Consensus was that vehicles should be replaced on a regular basis before they become unreliable.

Moved by: Don Anderberg

THAT the Executive Committee authorize the Director to replace either the 2009 Calibre or 2008 Sebring with a new vehicle in 2014. **CARRIED**

(g) Summer Executive Committee Meeting Date

- The Executive Committee usually meets only once during the summer months and possible meeting dates were discussed.

Moved by: Henry Van Hierden

THAT the next Executive Committee meeting be held on Thursday, August 14, 2014. **CARRIED**

(h) Distribution of Agendas, Minutes and Annual Reports

- The Executive Secretary requested clarification on who should receive hard copies or e-mailed digital copies of Board and Executive Committee agendas and minutes and Annual Reports. In the future, distribution of the above documents will be as follows:

		Board	Executive	CAOs	Staff
BOARD OF DIRECTORS	Agendas	Copy & E-mail		Copy	Copy
	Minutes	E-mail		E-mail	E-mail
EXECUTIVE COMMITTEE	Agendas	—	Copy & E-mail	—	E-mail
	Minutes	E-mail		E-mail	E-mail
ANNUAL REPORT	Final	E-mail		Copy	E-mail

5. ACCOUNTS

(a) Office Accounts –

(i) April 2014

5520	Meetings	K. Kinniburgh	\$ 59.53
5151	Vehicle Gas & Maintenance	Imperial Oil.....	240.23
5180	Staff Development	APPI	100.00
	B. Brunner - "APPI Spring 2014 Education Session On Line" - April 25/14		
5280	Janitorial Services	Madison Ave Business Services.....	425.00
5285	Building Maintenance	Don's Pesticide Service	450.00
5310	Telephone	Bell Mobility.....	1,312.45
5310	Telephone	Bell	199.60
5310	Telephone	Telus	469.04
5580	Equipment & Furniture Rental	Telus	140.45
5320	General Office Supplies	Desjardin.....	100.38
5330	Dues & Subscriptions	Costco Wholesale	110.00
5330	Dues & Subscriptions	APA	47.00
5380	Printing & Printing Supplies	Desjardin.....	517.30
5380	Printing & Printing Supplies	Peak Vocational Services	90.00
5390	Graphic & Drafting Supplies	Continental Imaging Products.....	965.65
5420	Accounting & Audit Fees	KPMG	3,675.00
5440	Land Titles Office	Minister of Finance.....	240.00
5500	Subdivision Notification	Lethbridge Herald	340.80
5536	Rural IMDP Grant	Perry A. Stein Consulting.....	1,530.00
5570	Equipment Repairs & Maintenance	Xerox.....	685.97

5580	Equipment & Furniture Rental	Xerox.....	748.88
5580	Equipment & Furniture Rental	Xerox.....	960.00
1160	GST Receivable	GST Receivable.....	742.85
		TOTAL	<u>\$14,150.13</u>

(ii) May 2014

5460	Public Relations	M. Burla.....	\$ 1,000.00
5150	Staff Mileage	S. Croil	54.50
5151	Vehicle Gas & Maintenance	R. Dyck	49.52
5160	Staff Field Expense	R. Dyck	21.60
5150	Staff Mileage	S. Johnson	17.50
5151	Vehicle Gas & Maintenance	S. Johnson	138.98
5160	Staff Field Expense	S. Johnson	11.50
5530	Coffee & Supplies	S. Johnson	109.60
5150	Staff Mileage	S. Johnson	9.00
5151	Vehicle Gas & Maintenance	S. Johnson	79.19
5530	Coffee & Supplies	S. Johnson	56.99
5151	Vehicle Gas & Maintenance	Imperial Oil.....	354.78
5280	Janitorial Services	Madison Ave Business Services.....	425.00
5310	Telephone	Telus	379.61
5310	Telephone	Bell Mobility.....	125.30
5310	Telephone	Telus	112.02
5330	Dues & Subscriptions	Claresholm Local Press.....	35.00
5330	Dues & Subscriptions	Vauxhall Advance	22.00
5380	Printing & Printing Supplies	Paramount Printers.....	151.16
5440	Land Titles Office	Minister of Finance.....	340.00
5500	Subdivision Notification	Lethbridge Herald	418.08
5536	Rural IMDP Grant	Perry A. Stein Consulting.....	2,220.10
5580	Equipment & Furniture Rental	Telus	140.40
5580	Equipment & Furniture Rental	Xerox.....	2,389.58
1160	GST Receivable	GST Receivable.....	342.04
		TOTAL	<u>\$9,003.45</u>

Moved by: Henry Van Hierden

THAT the Executive Committee approve the Office Accounts of April (\$14,150.13) and May (\$9,003.45) 2014, as presented. **CARRIED**

(a) Financial Statements –

- (i) January 1 - January 31, 2014**
- (ii) January 1 - February 28, 2014**
- (iii) January 1 - March 31, 2014**
- (iv) January 1 - April 30, 2014**

- Committee members asked what “Cash Clearing” was on the financial statements. The Director will check with the bookkeeper and advise the Executive.

- If figures from the April Comparative Income Statement are multiplied by 3 (to estimate year-end numbers), the results show some discrepancies towards the end of 2014. Committee members would like to conduct a budget review at the August meeting to determine if a revised budget is necessary.

Moved by: Don Anderberg

THAT the Executive Committee approve the following unaudited Financial Statements, as presented:

January 1 - January 31, 2014
January 1 - February 28, 2014
January 1 - March 31, 2014
January 1 - April 30, 2014

AND THAT a budget review be conducted at the August 14, 2014 Executive Committee meeting. **CARRIED**

6. DIRECTOR'S REPORT

- ORRSC has been contracted by the M.D. of Pincher Creek to do an area structure plan – next week on Saturday several planners are going to run round tables at an open house at Castle Resort.
- Met with Glenwood last night – they are in talks with Saputo in Montreal.
- Met with Alberta Environment re development in the Crowsnest Pass.
- Attended the AGM of Alberta SouthWest Regional Alliance last week in Waterton – they are pushing ahead with a number of initiatives.
- Magrath and Cardston County joint trail proposal – totally dependent on securing grant funds.

7. EXECUTIVE REPORT

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

8. ADJOURNMENT

Moved by: Dave Edmonds

THAT we adjourn the regular meeting of the Executive Committee of the Oldman River Regional Services Commission at 8:10 p.m. until Thursday, August 14, 2014 at 7:00 p.m. **CARRIED**

/bj

CHAIR:



Minutes of the Claresholm and District Chamber of Commerce
held at noon on the 19th day of August, 2014
at Masterpiece Cottonwood Village

Present

Anita Wahl, Linda Brooks, Billie-Jean Duff, June Diment, Sherree Drover, Marilyn Curry, Glen Alm, Lisa Toly, Iqbal Nurmohamed, Betty Feiguth, Damon Larkin, Patrick O'Brien, Linda Petryshen

1. **Call to Order**

Meeting was called to order at 12:10pm by President Linda Petryshen

2. **Additions/Changes to Agenda**

Location for next meetings was added to the Agenda

3. **Approval of Agenda**

On motion by Damon Larkin, seconded and carried, the Agenda as amended was approved.

4. **Approval of Minutes**

On motion by Iqbal Nurmohamed, seconded and carried, the Minutes of July 15, 2014, were approved.

5. **Presentation by Jason Hemmaway**

Jason Hemmaway, Bylaw Enforcement Officer for the Town of Claresholm, presented to the meeting.

6. **Financial Report**

Linda Brooks moved the financial report as presented be accepted.

7. **Membership Report**

Linda Brooks presented the membership report.

8. **Report from Town of Claresholm**

Betty Fieguth provided the report from the Town of Claresholm.

9. **Report from M.D. representative**

Glenn Alm reported from the M.D. of Willow Creek.

10. **Contribution to Fire Dept**

Linda Petryshen advised of contribution to Fire Department from appreciation lunch.

11. **Next Meeting**

The next meeting will be September 16, 2014 with Linda Petryshen to advise of the location

12. **Adjournment**

The meeting was adjourned by President, Linda Petryshen at 12:59 pm

Willow Creek Regional Waste Management Services Commission
Box 2820 Claresholm, Alberta T0L 0T0
Phone: 403-687-2603
Fax: 403-687-2606

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility July 24th, 2014 at 3:00 P.M.

In attendance: Earl Hemmaway, Lyal O'Neill, Shirley Murphy, Gord Wolstenholme and Cheryl Guenther. Absent Barry Johnson

1. Call to Order 3:15 P.M.

2. Approval of Agenda

14.77 **Moved by Lyal O'Neill** to approve the Agenda as presented.

CARRIED 4-0

3. Approval of Minutes of Regular Meeting of June 26th, 2014.

14.78 **Moved by Gord Wolstenholme** to accept the Minutes of the June 26th, 2014 meeting as presented.

CARRIED 4-0

4. Approval of Accounts Payable and Bank Reconciliation for June 2014.

14.79 **Moved by Lyal O'Neill** to accept the June 2014 Accounts Payable and Bank Reconciliation as presented.

CARRIED 4-0

5. Cell 6A & 6B – For Information

Cheryl reported that there has been some minor changes to the draft bid documents for the construction of Cell 6A & 6B. Bid item 1.2.1 Unforeseen work has been removed as it is not expected to be required during construction. Cheryl will instruct Ian Franks of Hasegawa to move forward and send the invitations to NLSS, Cox and DeGraff.

6. Approval to Purchase Hitachi Excavator

14.80 **Moved by Shirley Murphy** to purchase the Hitachi excavator from the M.D. of Willow Creek, and pay \$75000.00 (seventy five thousand dollars) plus applicable GST.

CARRIED 4-0

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility July 24th, 2014 at 3:00 P.M.

7. Building – Recommendations to repair

Cheryl presented the Members with a report from Mike Collar, Prairie View Homes, regarding the status of our building/basement. He recommended that the Commission not spend any further money into the repair of the basement, as he feels any efforts would be a poor use of resources. He feels that constructing an addition to the current scale house above grade would be money better spent. At Mike Collar's request, Paul Aldridge from Black Dog Engineering submitted a proposal for the engineering portion to give the Commission a fair idea of cost associated with this type of construction.

14.81 **Moved by Lyal O'Neill** that we invite Hasegawa Consulting to submit a proposal for the engineering/consulting portion of construction.

CARRIED 4-0

8. Green Recycle Bins

Cheryl reported that she sent photos and an email to all of the Members in regards to the availability of the recycle bins. Granum has shown some interest, but wanted to know cost associated, Claesholm and Stavely were not interested. Cheryl had not heard back from Fort Macleod or the M.D. of Willow Creek. It was discussed that we offer them for sale after we hear back from all the Members.

14.82 **Moved by Lyal O'Neill** that we offer the green recycle bins for sale at \$100.00 per bin.

CARRIED 4-0

9. Chemical Jug Compound – Quotes to Repair – For Information

Cheryl presented a quote from Rite Way Fencing, through the AAMDC, to rebuild the north side of the chemical jug compound. She explained that she is waiting for another quote from Claesholm Fence and Deck as well. Earl will present the quote to the Ag Service Board at their next meeting.

10. Caterpillar Excavator

Cheryl reported that the Caterpillar excavator was sold for the asking price of \$10 000.00 (ten thousand dollars).

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility July 24th, 2014 at 3:00 P.M.

11. General Landfill

- GIC Renewal

Cheryl reported that we have \$100 000.00 plus interest with Credential Securities and \$48 269.75 plus interest with ATB Financial that needs to be re-invested. Best rate at Credential Securities for a 1 year term is 1.95% and ATB is offering 2.0% for the same term.

14.83 Moved by Gord Wolstenholme to re-invest \$100 000.00 plus interest with Credential Securities at best rate 1.95 % for a one year term and \$48269.75 plus interest with ATB Financial at best rate 2.0 % for a one year term.

CARRIED 4-0

- HHW Compound – For Information

Cheryl presented the Members with a quote to build a HHW Compound on site. Rite Way Fencing provided quotes for supply only and supply and build. A compound would ensure proper management of the site, allowing staff only to enter the area. Once we have a compound, all we would require is a shed to ensure secondary containment for lead acid batteries. Cheryl explained that there is a certain need to have a permanent HHW collection site as customers continue to drop it off with the paint. If we refuse acceptance, we don't know how it is disposed of.

12. Farm King Mower

There was discussion regarding the Farm King Mower that was taken out of service in 2012. Past Commission asked Cheryl to contact Starling Auction to see if they were interested in delivering it to the auction in Claresholm. Starling was contacted twice regarding the mower and it has never been picked up.

14.84 Moved by Gord Wolstenholme to sell the Farm King mower as scrap metal.
CARRIED 4-0

13. In Camera

14.85 Moved by Gord Wolstenholme to go In Camera at 4:04 p.m.
CARRIED 4-0

14.86 Moved by Gord Wolstenholme to come out of In Camera at 4:20 p.m.
CARRIED 4-0

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility July 24th, 2014 at 3:00 P.M.

14.87 **Moved by Shirley Murphy** to amend the Employee Policy to include Sub-section 9.4 and Sub-sections 10.2 up to and including 10.6.

CARRIED 4-0

14.88 **Moved by Shirley Murphy** to adopt Schedule G, Employee Evaluation Form, that it become part of the WCRWMSD Employee Policy.

CARRIED 4-0

14. Adjournment

14.89 **Moved by Gord Wolstenholme** to adjourn at 4:25 P.M. p.m.

CARRIED

Chairman Earl Hemmaway

Manager Cheryl Guenther



PORCUPINE HILLS LODGE REGULAR MEETING

Monday June 2, 2014 2:00 p.m.

Members Present: Janice Binmore (Town of Stavely Representative), Earl Hemmaway (MD Representative), Audrey Hoffman (MD Member at Large), Lyal O'Neill (Town of Claresholm Representative), Lisa Anderson (CAO), Pam Crone (Town of Stavely Member at Large), Regrets: Judy Van Amerongen (Town of Claresholm Member at Large/acting secretary)

1. **Meeting called to order** by Earl Hemmaway at 2:05 p.m.
2. **Additions to Agenda** Security Cameras for front entrance. Van and Garage Door Height.
3. **Acceptance of Agenda** Pam moved acceptance. Carried
4. **Acceptance of Last Month's Minutes** Audrey moved acceptance of minutes as presented. Carried
5. **Chairman's Report** Discussed the necessity for a security camera. Residents not in favor of leaving back door open during the hours of 8-4 p.m. Pam moved to get a quote for a security camera with video. Carried

Discussed the need for garage for the van to fit into. Lyal moved to measure if the garage door will accommodate a higher clearance and if so to get a quote for a new door.
6. **Vice-Chair Report** None
7. **Financial Report** Audrey made a motion to find out what the \$50 charge is for on the General Ledger credited to Crestline Ltd. Carried.

8. **Manager's Report** NEW draft Lease completed in tracked format. Will distribute to board members for review. NEW Employee Handbook revised in tracked format. Policy meeting booked for June 17 2014 at 3 p.m. to review.
Discussed possibility of a PHL Brochure. Decided to implement new brochures into existing brochure for the Town of Claresholm.
Reviewed ads for Red Seal Chef and Night Shift Position. Lyal moved to advertise and hire for a night-shift position. Ad should run for two consecutive weeks and resumes are to be accepted until June 25 2014. Carried. Janice moved to table the ad for Red Seal Chef. Carried
Pam moved acceptance of manager's report. Carried.
9. **Recreation report** Submitted in package. Lyal moved acceptance. Carried
10. **Maintenance Report** Submitted in package. Janice moved acceptance. Carried
11. **Supportive Units** No vacancy.
12. **Committee Report / Correspondence** None to present.
13. **In Camera** Pam moved meeting go IN camera at 3:20 p.m. Carried.

Lyal moved meeting come out of IN camera at 4:06 pm. Carried
Lyal motioned to advertise for an alternate nightshift person in the Claresholm Local Press. Carried.
Janice moved to advertise for a full-time Recreation Coordinator Position in the Claresholm Local Press.
Janice moved to meet with Candace Braun re: personnel and vacation/sick time. Carried
14. **Adjournment** Audrey moved to adjourn at 4:40p.m. Carried.

Next Regular Board Meeting July 8, 2014 @ 3:00 p.m.

Chairman of the Board Signature

Chief Administrative Officer Signature



Foothills Country Hospice Society

August 14, 2014

Mayor Rob Steel & Councillors
Town Office
221-45 Avenue West
PO Box 1000
Claresholm, AB T0L 0T0

Dear Mayor Steel & Councillors,

Flapper girls, champagne, the Charleston – these all conjure up images of the roaring 20's.

Please join us Saturday October 25th as we kick up our heels at our Great Gatsby Gala.

Purchase your tickets before September 30th and your name will be entered in a draw for a Gatsby prize!

Please visit our website at www.countryhospice.org or call (403) 995-4673 to reserve your spot at this fabulous event!

Hope to see you there,

Dawn

Dawn Elliott
Executive Director
Foothills Country Hospice Society
PH: 403-995-4673
Fax: 403-938-0831
Cell: 403-803-5446
E-mail: executivedirector@countryhospice.org
www.countryhospice.org

"May You Live Everyday of Your Life"



*Office of the Minister
MLA, Edmonton-Glenora*

Stars of Alberta Volunteer Awards 2014 - Call for Nominations

In every Alberta town and city, we have ordinary people who do extraordinary things that make our communities the kind of vibrant, welcoming places we can all take pride in.

These volunteers are your friends and neighbours, the young people and seniors and the moms and the dads who can be counted on to help make that fundraiser a success or serve on that volunteer board. The compassion and concern of volunteers touch the lives of anyone who enjoys a local festival, attends an event at a community centre or who receives a comforting smile at a hospital or a helping hand at a food bank.

Volunteers give freely of their talents and time to make a difference. Will you take the time and make a difference by helping us honour outstanding volunteers in your community?

The Stars of Alberta Volunteer Awards recognize Albertans whose volunteer efforts have contributed to the well-being of their community and fellow community members. Any Albertan whose volunteer efforts have played a significant role during their lifetime is eligible. Six awards are presented annually; two in each category of youth, adult and senior. The awards will be presented at a special ceremony in Edmonton on International Volunteer Day, December 5.

I encourage you to nominate an outstanding volunteer today.

For more information, please refer to the enclosed 2014 Stars of Alberta Volunteer Awards nomination form or visit the Community and Voluntary Services page on our website at www.culture.alberta.ca. The deadline for nominations is Monday, September 15.

Thank you for your support in recognizing Alberta's volunteers.

Heather Klimchuk
Minister

Enclosure