



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
JUNE 22, 2015
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 JUNE 8, 2015

**DELEGATION: MEADOW CREEK SAUSAGE
RE: Tax Assessment**

ACTION ITEMS:

1. **CORRES: Brownlee LLP**
RE: SAEWA Collaborative Governance Framework
2. **CORRES: Royal Canadian Legion Branch #41**
RE: Forgiveness of Municipal Portion of 2015 Property Taxes
3. **REQUEST FOR DECISION: Alberta Provincial Good Sam Association RV Rally Request**
4. **REQUEST FOR DECISION: Superior Safety Codes Contract**
5. **REQUEST FOR DECISION: Draft Strategic Plan**
6. **INFORMATION BRIEF: Highway 520 & 8th Street West – Cross Walk & Traffic Volume Report**
7. **INFORMATION BRIEF: CAO Report**
8. **INFORMATION BRIEF: Council Resolution Status**
9. **ADOPTION OF INFORMATION ITEMS**
10. **IN CAMERA: Personnel**

INFORMATION ITEMS:

1. Oldman River Regional Services Commission (ORRSC) Meeting Minutes – March 5, 2015
2. ORRSC Annual Report and Financial Statements 2014
3. Oldman Watershed Council Annual General Meeting – June 23, 2015
4. Willow Creek Waste Management Services Commission Meeting Minutes – April 30, 2015
5. Thank You from Ron and Joyce Mayled
6. Claresholm Chamber of Commerce Hanging Pot Program
7. Alberta SouthWest Upcoming Events

ADJOURNMENT



TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING MINUTES
JUNE 8, 2015

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

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

REGRETS: None

STAFF PRESENT: Secretary-Treasurer: Karine Wilhauk.

MEDIA PRESENT: Rob Vogt, 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 – MAY 25, 2015**
Moved by Councillor Fieguth that the Regular Meeting Minutes of May 25, 2015 be accepted as presented.
CARRIED

- ACTION ITEMS:**
1. **CORRES: Alberta Recreation and Physical Activity Division**
RE: 2015 Energize Workshop
Received for information.
 2. **CORRES: Lifesaving Society – Alberta & Northwest Territories Branch**
RE: Claresholm Aquatic Centre Awards
Received for information.
 3. **CORRES: The Royal Canadian Legion: Alberta – Northwest Territories Branch**
RE: Certificate of Appreciation
Received for information.
 4. **CORRES: The Bridges at Claresholm Golf Club**
RE: Forgiveness of Municipal Portion of 2015 Property Taxes

MOTION #15-054 Moved by Councillor Dixon to forgive the municipal portion of the 2015 property taxes of the Claresholm Golf Club in the amount of \$2,632.54.
CARRIED

MOTION #15-055 Moved by Councillor Ford to forgive the municipal portion of the 2015 property taxes of the Claresholm Curling Club in the amount of \$877.20.
CARRIED

6. **INFORMATION BRIEF: Council Resolution Status**
Received for information.

7. **ADOPTION OF INFORMATION ITEMS**
Moved by Councillor McAlonan to adopt information items as presented.
CARRIED

ADJOURNMENT: Moved by Councillor Fieguth that this meeting adjourn at 7:15 p.m.
CARRIED

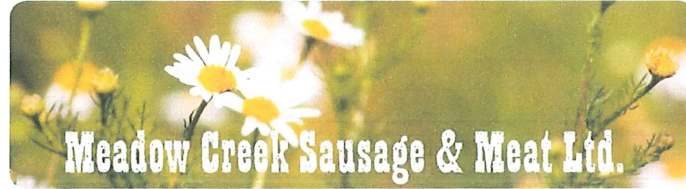
Mayor – Rob Steel

Secretary-Treasurer – Karine Wilhauk

DELEGATIONS

RECEIVED

JUN 04 2015



33 Alberta Road, PO Box 1831 Claresholm Alberta, T0L 0T0

To Town Council:

We have received our tax assessment and we have some issues with the amount charged. The tax rate is much to high considering the many problems we have to contend with including:

1. We have no road and approach to our facility. We receive complaints on a regular basis from customers that they refuse to come in when it snows or rains. The little turn in strip is a 4x4 area. The amount of sales lost is estimated at \$10,000 and that is a considerable amount.
2. The loading dock and the entrance need gravel at least twice a year at a cost of \$1500.
3. The loading dock is continually blocked by highway trucks which has caused us to lose dock times. This means we are unable to get product in to our building and product out to our customers. Shipping costs are tremendously high as we have to rebook appointments.
4. There is no fire hydrant and this results in a higher insurance premium, \$250 monthly.
5. The money for the fire hydrant and road has been in trust at the Town's lawyer since October 2012 (\$107,000.00)

We hope that you can take all of these issues in to consideration especially when the former town development officer Jeff Gibeau promised us that the above problems would be solved quickly when we purchased the property.

The amount of sales lost in the past two years is \$10,000, cost of gravel for two years is \$3000, the cost of additional insurance premiums is \$6000. This is a total cost of \$19,000.00 not including the costs of lost dock times.

Thank you for your consideration.



Peter Blokpoel

403-625-0563



INFORMATION BRIEF

Meeting: June 22, 2015
DELEGATION: Meadow Creek Sausage

ALBERTA ROAD DEVELOPMENT – WILSHIRE INNS

BACKGROUND / DESCRIPTION:

In 2012 the Town of Claresholm entered into a Development Agreement with Wilshire Inns Ltd. The developer to date has not completed his obligations under the agreement (see sections below), in particular, the installation of the fire hydrant and construction on the service road (Alberta Road in front of Meadow Creek Sausage, see map below).

In May 2015, Administration contacted Wilshire Inns Ltd. and gave a deadline of June 8th for remediation. He has responded that he has his engineers working on the plans for the road improvements / fire hydrant and the Town of Claresholm Infrastructure Services has provided the engineers with the road standards for Alberta Road. Les anticipates submission of plans for approval shortly with installation of the fire hydrant in August of this year. The Town of Claresholm does have a security deposit which is being held in trust for the completion of this agreement.



Two developments remain outstanding:

1. Fire Hydrant

- a. As per the Development Agreement [Schedule C – Additional Provisions; Section II(a) – Fire Hydrant] *In accordance with Section 4 - Construction and Installation of Municipal Improvements the Town of Claresholm requires a fire hydrant (including valves and pipe) to be located in the municipal access road right-of-way just outside the northeast corner of Lot 5, Block 8, Plan 0715848. This cost is to be borne by the developer. The alignment must be approved by the appropriate Town of Claresholm Authority; specifications are defined in the Town of Claresholm Servicing Standards for Municipal Improvements (Sept 2007) and will be augmented by directives from the Public Works Department and the Town's engineering consultant. The developer is responsible for the preparation the Utility Right-of-Way agreement prior to construction. After the execution of this agreement, the developer shall be eligible to make a written request to the appropriate Town of Claresholm Authority for the approval of the alignment, and construction, and Utility Right-of-way. (This utility right of way has been executed & registered on title)*

2. Service Road Construction

- a. As per the Development Agreement [Schedule C – Additional Provisions; Section IV(a) – Service Road Construction] *In accordance with Section 4 – Construction and Installation of Municipal Improvements and further to subsections 4.1(e), the municipal access road designated as Alberta Road shall be redesigned to municipal specification and upgraded to width of 12.4 metres. The entire frontage of Lot 5, Block 8, Plan 0715848 (approximately 100 metre) shall be upgraded. Specifications are defined in the Town of Claresholm Servicing Standards for Municipal Improvements (Sept 2007) and will be augmented by directives from the Public Works Department and the Town's engineering consultant. This cost is to be borne by the developer and must be approved by the Town of Claresholm Public Works Department.*

ATTACHMENTS:

- 1.) Correspondence dated May 17, 2013 & Schedule C
- 2.) Email Correspondence May 2015.

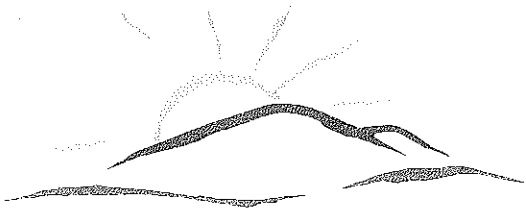
APPLICABLE LEGISLATION:

- 1.) none

PREPARED BY: Tara VanDellen, Infrastructure Administrative Assistant

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: June 18, 2015



Claresholm

Now you're living...
Now you're home

FILE COPY

May 17th, 2013

MEADOW CREEK SAUSAGE & MEAT LTD.
BOX 1831
CLARESHOLM, AB T0L0T0

RE: PROGRESS UPDATE ON SERVICING; Requirements from Development Agreement
FILE#: D2012.125
CIVIC: 33 ALBERTA ROAD / LEGAL: LOT 6, BLOCK 8, PLAN 1213513

Further to our conversation with Mr. Van Harberden the Town of Claresholm has reviewed the associated development agreement and has spoken with several of the involved third parties. Attached is *Schedule "C"- additional provisions*, that lays out the on-site and off-site improvements that must be completed by the developer.

- **Municipal Services-** As stated in the attached documentation, this cost is to be borne by the developer and can commence upon the approval of the alignment and pipe sizings by the Town of Claresholm. To this point the Town has spoken with the developer's engineer, but has not received drawings for review.
- **Fire Hydrant-** As stated in the attached documentation, the cost of this installation is to be borne by the developer and the alignment and drawing details to be approved by the Town of Claresholm prior to commencement. Again, the Town of Claresholm has been involved with the engineers but has not received any drawings for review. Please be aware that the installation of this municipal improvement may affect your property insurance and fire inspection.
- **Electrical Franchise Utilities-** As stated in the attached documentation, the cost of this installation is to be borne by the developer and the alignment and drawing details are to be completed by the electrical utility company and approved by the Town of Claresholm prior to commencement. The Town of Claresholm has not received any drawings for review.
- **Service Road Construction-** As per the attached documentation, the costs of this installation is to be borne by the developer. Discussions between the developer's engineer and the Town of Claresholm are ongoing the drawings for the road construction and access alignment are required to be submitted for review by the Town. Too be clear, several discussions have taken place, however, no drawings have been submitted for review.
- **Fencing-** The Town of Claresholm does not expect this fencing to be completed until the end of construction, nor does it heavily impact your construction project.

If you have any questions or concerns regarding this issue, please contact the undersigned at your convenience.

Regards,

Jeff Gibeau
Manager Regulatory & Property Services
Town of Claresholm

JG/tv

CC: Wilshire Inns Ltd; Attn: Les Wilson
Tempest Construction; Attn: Dick Van Harberden
Town of Claresholm, CAO, Public Works, Fire Department

SCHEDULE "C"

ADDITIONAL PROVISIONS

I. Municipal Services

- a. In accordance with Section 4 - Construction and Installation of Municipal Improvements, and further to subsections 4.1(a) & 4.1(c), the municipal water and sanitary services shall be extended to the rear property line of the newly created lot. This cost is to be borne by the developer. The pipe size and alignment must be approved by the Town of Claresholm Public Works Department. After the execution of this agreement, the developer shall be eligible to make a written request to the Public Works Department to have a quotation for the new municipal water and sanitary services (connection to the mains and extension to the property line of Lot 5, Block 8, Plan 0715848). The developer is responsible to prepare easement(s) prior to the construction of the municipal water and sanitary services. After the execution of this agreement, the developer shall be eligible to make a written request to the appropriate Town of Claresholm Development Authority for the approval of the easement(s).

II. Fire Hydrant

- a. In accordance with Section 4 - Construction and Installation of Municipal Improvements the Town of Claresholm requires a fire hydrant (including valves and pipe) to be located in the municipal access road right-of-way just outside the northeast corner of Lot 5, Block 8, Plan 0715848. This cost is to be borne by the developer. The alignment must be approved by the appropriate Town of Claresholm Authority; specifications are defined in the Town of Claresholm Servicing Standards for Municipal Improvements (Sept 2007) and will be augmented by directives from the Public Works Department and the Town's engineering consultant. The developer is responsible for the preparation the Utility Right-of-Way agreement prior to construction. After the execution of this agreement, the developer shall be eligible to make a written request to the appropriate Town of Claresholm Authority for the approval of the alignment, and construction, and Utility Right-of-way.

III. Electrical Franchise Utilities

- a. To augment Section 7 -- Installation of Other Utilities and in accordance with Section 4 - Construction and Installation of Municipal Improvements and further to subsections 4.1(f), the electrical utility shall be extended to the rear property line of the newly created lot. This cost is to be borne by the developer. The construction must be underground and the alignment must be approved by the private utility company and the Town of Claresholm Development Authority. The developer is responsible to prepare easement(s) prior to the construction of the electrical service. After the execution of this agreement, the developer shall be eligible to make a written request to the appropriate Town of Claresholm Development Authority for the approval of the easement(s).

IV. Service Road Construction

- a. In accordance with Section 4 - Construction and Installation of Municipal Improvements and further to subsections 4.1(e), the municipal access road designated as *Alberta Road* shall be redesigned to municipal specifications and upgraded to width of 12.4 metres. The entire frontage of Lot 5, Block 8, Plan 0715848 (approximately 100 metres) shall be upgraded. Specifications are defined in the Town of Claresholm Servicing Standards for Municipal Improvements (Sept 2007) and will be augmented by directives from the Public Works Department and the Town's engineering consultant. This cost is to be borne by the developer and must be approved by the Town of Claresholm Public Works Department.

V. Fencing

- a. The developer shall secure the frontage of the remainder of Lot 5, Block 8, Plan 0715848 with a wooden post & cable fence. No unauthorized vehicular access from the municipal access road (*Alberta Road*) is permitted (this does not inducted construction traffic). The developer shall obtain development approval from the appropriate Town of Claresholm Authority. After the execution of this agreement, the developer shall be eligible to file a Development Permit Application with the Town of Claresholm Regulatory & Property Services Department.

Marian Carlson

To: clarecor@shaw.ca
Cc: Tara VanDellen; Jeff Doherty
Subject: Development Agreement

FILE COPY

Les,
As a follow up to our conversation of May 19, 2015, I would like to reiterate the importance of proceeding with your required municipal improvements identified in the Development Agreement between the Town of Claresholm and Wilshire Inns Ltd. The municipal improvements that remain incomplete are the installation of a fire hydrant and the construction of a service road. You had advised that you would get your quote updated and provide me with an update on your plans as soon as possible. Also, you had indicated that you thought the Town was entertaining a partnership with Alberta Transportation on the upgrade to the service road. I have been unable to confirm this and due to the fact that the service road is a municipal road, I can't see any opportunity for Alberta Transportation to be involved.

The Development Agreement is dated November 7, 2012 and stipulates that the improvements are required to be commenced within 6 months and completed within 12 months. Since this time period is well past, it is imperative that a resolution be reached immediately. If the Town does not receive notification by June 8, 2015 that you intend to proceed with installation of these municipal improvements within a time period that is satisfactory to the Town, we will proceed with making a demand on the security as stated in Schedule E of the Development Agreement.

I look forward to hearing from you prior to June 8th with a satisfactory resolve to this situation.

Marian Carlson, CLGM

CAO

Town of Claresholm

Phone: (403) 625-3381

Fax: (403) 625-3869

Email: marian@townofclaresholm.com

ACTION ITEMS

RECEIVED

JUN 15 2015



B R O W N L E E
L L P
Barristers & Solicitors

Suite 2200, Commerce Place
10155 - 102 Street
Edmonton, AB Canada T5J 4G8
Telephone: (780) 497-4800
Telecopier: (780) 424-3254
E-Mail: e-mail@brownleelaw.com
WebSite: www.brownleelaw.com

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

June 8, 2015

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

Attention: Jeff Gibeau, Acting Chief Admin. Officer

Dear Sirs/Mesdames:

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.

This report has been prepared and presented at the SAEWA annual general meeting in Champion, Alberta in April 2015. Hard copies of the report were distributed at the AGM. Additionally, we had prepared an Interim Report (in condensed form) late in 2014 for consideration.

For your ease of consulting same, we have placed both the Interim Report and the Final Report onto the Brownlee LLP Website at <https://brownleelaw.sharefile.com/d/c4f67ce422fe4656>. As we do not have the authority to distribute this to the public at large, we have required that those people who wish to access, save and/or print the PDF version of both reports, must use the following Email: (it@brownleelaw.com) and Password: (BrownleeLaw#1). Note that this User Name and Password is not unique – rather, all members of SAEWA have obtained the same.

Now that we have made our governance recommendations to the members of SAEWA, the SAEWA board would like a commitment from those parties who are prepared to participate in the next step, which is namely the implementation of the project.

MEMORANDUM OF UNDERSTANDING

Attached for your review and consideration is a Memorandum of Understanding and Interim Agreement ("MOU").

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 MOU.

Some, but not all, of the stakeholders of SAEWA obtained a draft copy of the MOU in the summer of 2014 from us. We only received 4 copies of the MOU returned back to us.

This attached MOU is similar, but not identical to the prior MOU. This MOU requires a commitment from the signatories to participate in the implementation of the Project. SAEWA will still continue to take the lead, as the project manager. However, SAEWA would like each possible participant (whether this is a Regional Services Commission, a Municipality or a Regional Waste organization) to execute this MOU if they intend to continue on with pursuit of this Project.

For your information, the MOU states, among other things, that:

- The members and SAEWA itself will work cooperatively to investigate implementing the project for the benefit of the parties;
- The members empower SAEWA to either do so itself or to appoint a steering committee to investigate how to get from Point A (the present state today) to Point B (the precise financial obligations of the Parties, the siting of the waste to energy plant, obtaining the necessary regulatory approvals, obtaining the governmental approvals, determining the design of the plant, awarding a contract to a contractor for the design and build of the plant, determination of the best manner of operations of the plant and such other matters);
- All costs with respect to this project shall be paid for by SAEWA out of grant funds where possible and with no financial contribution expectations from its members.
 - Once all grant funds are expended and there are additional financial commitments, no further work shall be undertaken until there is a binding commitment and obligation by those Members who wish to continue with the project to pay that necessary contribution.
 - It is to be understood by all the Members that although there will be no binding obligation on any party to provide additional financial contributions at the outset, if they do not provide any financial contributions, that Member will be excluded from the Project thereafter.
 - Once a Member does commit to the Project and agrees to provide a financial contribution, that contribution will be a mandatory obligation thereafter;

- SAEWA will work with those consultants as is necessary (which includes Brownlee LLP), during all stages.

Finally, it is to be understood by all the parties that the MOU does not create any binding obligation of any Party to contribute capital resources, financial assistance or human resources to the Project now. Rather, the MOU contemplates that each Party is participating in the planning process as to what the final Project will look like. The final Project will address:

- The financial obligations and expectations of each member, if any;
- How the waste will be processed;
- Where the plant will be located;
- How the construction of the plant will be paid for; and
- The percentage of shares of the Municipal Waste Corporation that will be the partnership vehicle that will be issued to each Member.

At that time, when the final documents are prepared and the final specifications are completed, each Party will then be expected to commit to a binding obligation on each of them.

SIGNING INSTRUCTIONS

As there are 70+ possible participants in this project, it would be very cumbersome to list all possible participants on the signature page of the document and as a party to the MOU. Additionally, if we named all of the participants on the MOU and just one of the 70+ participants failed to join, the absence of their signature from just one of the listed parties would result in the MOU being not in force.

As a strategy to overcome this hurdle, there will be no names of any parties listed on the MOU. We ask you to please list the name on Schedule "A" of your participant (ex. Municipality of Southern Town, Southern Alberta Waste Commission, etc.). We also ask you to please complete the signature line and then complete the signature line of your document as follows, using the attached example:

NAME OF PARTY: MUNICIPALITY OF SOUTHERN TOWN

PER: JOHN SMITH
(SIGNATURE)

NAME OF SIGNING AUTHORITY: JOHN SMITH

PER: JANE DOE
(SIGNATURE)

NAME OF SIGNING AUTHORITY: JANE DOE

DATE OF SIGNING: JUNE 20, 2015

Once we receive all signed documents back, we will compile and will circulate a master list to all participants.

If you do not wish to participate in this, we would also appreciate that you inform us of the same, so that we may keep track of same for our records.

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

Yours truly,

Per:


JOHN C. McDONNELL

c.c. SAEWA

JCM:so



MEMORANDUM OF UNDERSTANDING & INTERIM AGREEMENT

SOUTHERN ALBERTA ENERGY FROM WASTE ASSOCIATION

and

The Members Thereto

THIS MEMORANDUM OF UNDERSTANDING AND INTERIM AGREEMENT

Dated the ___ day of _____, 2015.

AMONGST:

Those parties identified in Schedule "A" hereto.

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 each and every one of those parties listed on the attached Schedule "A" 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;
 - (iv) generally, consideration of all business, financing, engineering, technical, environmental, legal, siting, operational, regulatory, governmental, political and stakeholder issues that need to be considered in order to develop 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) **"Project Engineers"** means the firm(s) of engineers to be retained by the Parties to provide professional engineering advice and services in relation to the Project;
- (k) **"SAEWA"** means Southern Alberta Waste from Energy Association;
- (l) **"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;

- (m) **"Steering Committee"** means that committee appointed under Section 4.01 of this Agreement; and
- (n) **"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, 2018.

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 be 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 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 –

- (a) Either SAEWA or the Parties as a whole, 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.
- (b) Currently, the contributions consist of grant funding accessed by SAEWA for the purposes of undertaking the Project. In the event that future financial obligations exist which shall not be covered by grant funding, the Parties shall convene to determine the most appropriate manner of financial contributions to same.
- (c) 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 –

- (a) It is the intent that all Project Costs are to be paid for by SAEWA from grant funds received, if possible.
- (b) In the event that grant funds received are not sufficient to address the anticipated expenditures, no further Project Activities shall progress without the Parties convening to discuss how they are to proportionately share in these Project Costs.
- (c) No Party shall be obligated to financially contribute to the Project in the event that there are insufficient grant funds. However, those Party(s) who may elect to not contribute to the Project Costs when required may be excluded from the Project, by the determination of the other Parties.

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 of operating plans necessary to enable the carrying out of this Project;
- (b) approval of Project plans;
- (c) approval of the siting of the Project, provided always that it is understood and agreed that the Parties must ultimately approve of such decisions before proceeding;
- (d) approval of the Project Engineers and other consultants for the Project and of other major supply arrangements;
- (e) approval of the consultants for the Project, and of other major supply arrangements; and
- (f) 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, 2018, 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 addresses for those Parties as on record with SAEWA, 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.

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 and delivered in any number of counterparts, by facsimile copy, by electronic or digital signature or by other written acknowledgement of consent and agreement to be legally bound by its terms. Each counterpart when executed and delivered will be considered an original but all counterparts taken together constitute one and the same instrument.

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.

SIGNATURES LINES FOLLOW

SIGNATURES PAGE

NAME OF PARTY: _____

PER: _____
(SIGNATURE)

NAME OF SIGNING AUTHORITY: _____

PER: _____
(SIGNATURE)

NAME OF SIGNING AUTHORITY: _____

DATE OF SIGNING: _____

SCHEDULE "A"

PARTIES TO THE MOU



Royal Canadian Legion Branch #41
414 - 53rd Ave East
Claresholm, AB T0L 0T0
Phone: 403-625-3755
email: RCLegion41@shaw.ca

June 8, 2015

Town of Claresholm
PO Box 1000
Claresholm, AB T0L 0T0

Attention: Chief Administrative Officer

The Royal Canadian Legion Branch No. 41 Executive and General Membership request that the Town of Claresholm exempt the Claresholm Legion Branch No. 41 from paying the Municipal Tax (non-residential) portion of our 2015 taxation assessment which amounted to \$1,140.09. 50¢ -

Thank you for your consideration.

Sincerely,

Sharon Vandenberg
Treasurer

TOWN OF CLARESHOLM

BOX 1000
221 - 45 AVE WEST
CLARESHOLM, AB T0L 0T0
(403) 625-3381



2015

TAXATION NOTICE

ROLL NO.	PROP. SIZE	RIVER LOT	QUAD PORT	QUAD	SEC	TWP	RGE	MER
11915000	0				0	0	0	0
SUBDIVISION NAME								
CIVIC ADDRESS 414 53 AVE E								
MORTGAGE NUMBER		PLAN	BLOCK	LOT				
		8010781	118	32				
MORTGAGE COMPANY NAME								

DATE OF MAILING	2015-May-15
DUE DATE	2015-Jun-30

ROYAL CANADIAN LEGION
BOX 807
CLARESHOLM, AB, T0L 0T0
Canada

PREVIOUS ASSESSMENT	
DESCRIPTION	AMOUNT
COMMERCIAL IMPROV	95,900
COMM ASSOC IMPROV	223,770
TOTAL ASSESSMENT	319,670

CURRENT ASSESSMENT	
DESCRIPTION	AMOUNT
COMMERCIAL IMPROV	95,840
COMM ASSOC IMPROV	223,630
TOTAL ASSESSMENT	319,470
EXEMPT	223,630.00
TAXABLE	95,840

IMPORTANT PENALTY INFORMATION
Taxes are due in full, except for T.I.P.P. participants, before 4:00 p.m. on Tuesday, June 30, 2015. All current outstanding taxes after June 30th, 2015 are subject to a 14% penalty. A further 14% penalty will be assessed on all taxes and charges applied to tax accounts unpaid after December 31, 2015.

EDUCATION TAXES	TAX RATE	% OF TOTAL	TAX AMOUNT
LRSD (NON-RESIDENTIAL)	0.003626900	22.97453	347.60
TOTAL 2015 EDUCATION TAXES			347.60
SUB TOTAL 2015 TAXES			347.60

MUNICIPAL AND OTHER TAXES	TAX RATE	% OF TOTAL	TAX AMOUNT
HOME FOR AGED	0.000263900	1.67154	25.29
MUNICIPAL TAX (NON-RESIDENTIAL)	0.011895800	75.35394	1,140.09
TOTAL 2015 MUNICIPAL AND OTHER TAXES			1,165.38
SUB TOTAL 2015 TAXES			1,512.98

TOTAL 2015 TAXES			1,512.98
CURRENT OUTSTANDING			0.00
TOTAL CURRENT TAXES PAYABLE FOR 2015			1,512.98
AMOUNT DUE AFTER JUNE 30, 2015			1,724.80

TAX INSTALLMENT PAYMENT PROGRAM	
CURRENT INSTALLMENT AMOUNT	0.00
BY JOINING THE PAYMENT PROGRAM YOUR PAYMENTS COULD BE AS LOW AS	126.08
FOR COMPARISON 2014 TAXES (NOT INCLUDING LOCAL IMPROVEMENTS) WERE	1,534.45
Your property has been assessed as shown for the above taxation year. The assessment roll is open during office hours. If you or your agent wish to file a complaint to the Assessment Review Board, submit complaint and \$50.00 fee per parcel on or before July 14, 2015 at 4:00 p.m. to ARB Clerk, Box 1000, Claresholm, AB T0L 0T0 (see insert for info)	

TOWN OF CLARESHOLM

BOX 1000
221 - 45 AVE WEST
CLARESHOLM, AB T0L 0T0
(403) 625-3381



ROLL NUMBER	11915000
LAST DATE BEFORE PENALTY	2015-Jun-30

2015

TAXATION NOTICE

ARREARS OR CREDIT	CURRENT TAXES	NET DUE
0.00	1,512.98	1,512.98

AMOUNT DUE PLEASE PAY	1,512.98
AMOUNT PAID	

PLEASE SUBMIT THIS PORTION WHEN MAKING PAYMENT. THANK YOU.

ROYAL CANADIAN LEGION
BOX 807
CLARESHOLM, AB, T0L 0T0
Canada

11915000



REQUEST FOR DECISION

Meeting: June 22, 2015
Agenda Item: 3

ALBERTA PROVINCIAL GOOD SAM ASSOCIATION RV RALLY REQUEST

DESCRIPTION / BACKGROUND:

The Town of Claresholm / Community Centre Board has received a request for the Community Centre and surrounding parking lot area for June 13th-18th, 2017 for the Alberta Provincial Good Sam Association's annual RV Rally (see attached correspondence). This event will bring 400-500 people, along with 200 RV's to the Community Centre location. The group plans to use the facility for their events and banquet, as well as visiting local stores and attractions. **The Claresholm Community Centre Board has approved the request for the use of the facility during that time; however Council's approval is still required for the groups use of the parking lot and surrounding area (since it is public lands) for their RV's.**

Location Map



DISCUSSION/OPTIONS:

- This group held a rally in Claresholm in the 1980s and would like to return for their event. As note in their letter the group likes to support their host communities and tries to find events or local groups to support or functions to attend. The group did sent representatives to view the facility and location recently, and they feel it will fit their needs for their event.
- Town of Claresholm Development Department does not require any additional permits to hold this event.
- All insurance coverage for their event is covered by the Association.

PROPOSED RESOLUTION:

Moved by Councillor _____ to grant the Alberta Good Sam Association RV Rally permission to park their RV's in the parking lot and surrounding area of the Community Center, for the RV Rally June 13- 18, 2017.

ATTACHMENTS:

- 1.) Correspondence from Alberta Provincial Good Sam Association

APPLICABLE LEGISLATION:

- 1.) none

PREPARED BY: Tara VanDellen, Infrastructure Administrative Assistant

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: June 17, 2015

April 16, 2015

Mayor and Town Council

Town of Claresholm

221 - 45 Avenue West

P.O. Box 1000

Claresholm, AB

TOL 0T0

Your Worship and Council Members;

We are the Alberta Provincial Good Sam Association; an RV Club registered in the Province of Alberta since 1972 and an extension of the Good Sam International RV Club. We have a membership of ten thousand plus families and of that number we have close to one thousand members associated with 20 chapters throughout our great Province. During the third week of June 2017 we will be holding our annual five day Provincial gathering called a Samboree (RV Rally) to which approximately 200 plus Recreation Vehicles attend from around Alberta, from all over Western Canada and many U.S. States. For information about our local organization, please visit our web site at "rvalberta.ca".

All of the local retailers benefit when we come to town, the R.V. dealerships, grocery stores, gas stations, legion, church, golf course, etc... Our internal surveys from attendee's at our Samboree (R.V. Rally's) shows each family spends on average \$220.00 while in town, this is above what we as an organization spend in the community. We hire the local caterer for our Saturday evening banquet to feed 400 to 500 people and the same again for our Sunday breakfast. We work with local service groups to put on a meal in town where our members can participate and give back to the community to help raise money for their community project. We use local entertainers where possible as a part of our evening's itinerary. We use a local church minister to provide a non-denominational service on Sundays with all collections going to that church.

At our June Samboree (R.V. Rally) we provide a number of activities for those who attend, including trips to local attractions and historical sites. For indoor activities we play games such as bean bag toss, bean bag baseball, cribbage, we have seminars, craft shows, etc... For outdoor activities (weather permitting) we play bocce ball, play golf at the local club and other games.

We have toured the Claresholm Community Center which meets with our needs to accommodate our members and the planned activities. We have a few logistical questions that we can discuss with your facilities operator, should we be able to secure the facility for our June 2017 Rally.

We will provide insurance coverage for our function and to your specification. Insurance documentation will be made available when the contract is finalized.

We are very interested in any local activities which may be scheduled during the Samboree (R.V. Rally) time; we would encourage our members to support these activities.

As for the cost of the community center, we are asking council what the cost would be. Having held the Samborees (R.V. Rally's) since the early 1980's, we have experienced a number of costing methods and would be interested in what the Town of Claresholm would propose. The dates that we would require the complete facility would be noon June 13th to June 18th, 2017.

I am available to respond to any questions or concerns with Town representatives to ensure clarity. The final decision from our Club as to the best suitable location for this event is the responsibility of Sam Frame our Provincial Director.

Thank you for your consideration of our proposal and await your reply.

Yours truly

Abe Wolvers
Assistant Provincial Director – Southern Alberta
Alberta Provincial Good Sam Association
403-758-3247
dwolvers@telus.net

cc Sam Frame
Provincial Director



REQUEST FOR DECISION

Meeting: June 22, 2015
 Agenda Item: 4

SAFETY CODES SERVICES AGREEMENT

BACKGROUND / DESCRIPTION:

On January 13, 2014 Council accepted a proposal from Superior Safety Codes Inc. to enter into a Safety Codes Services Agreement to provide the Town's approval and inspection services for the Building, Electrical, Plumbing, and Gas disciplines under the Safety Codes Act. To execute the Safety Codes Services Agreement requires that the Town and Superior Safety Codes Inc. first establish an updated fee schedule and term.

The table below outlines the minimum current and proposed fees as proposed by Superior Safety Codes Inc. (for the full range of possible proposed fees see the attached proposed Safety Codes Services Agreement).

Town of Claresholm Current Fees
Building - \$5.00 per \$1000.00 value
Electrical - up to 1000 sq ft \$75.00
Plumbing - 1 fixture \$55.00
Gas - 1 outlet \$55.00
Proposed Fees
Building - \$5.50 per \$1000.00 value
Electrical - up to 1000 sq ft \$125.00
Plumbing - 1 fixture \$75.00
Gas - 1 outlet \$75.00

For comparison purposes, the table below outlines the current minimum fee schedule that Superior Safety Codes Inc. has negotiated with nearby municipalities.

	Town of Nanton	MD of Willow Creek	Fort Macleod	Vulcan County	Vulcan
Building	\$5.50 per \$1000.00 value	\$5.50 per \$1000.00 value	\$5.50 per \$1000.00 value	\$4.50 per \$1000.00 value	\$4.40 per \$1000.00 value
Electrical	up to 1000 sq ft \$125.00	up to 1000 sq ft \$125.00	up to 1000 sq ft \$115.00	up to 1000 sq ft \$100.00	up to 1200 sq ft \$113.00
Plumbing	1 fixture \$85.00	1 fixture \$85.00	1 fixture \$65.00	1 fixture \$68.00	1 fixture \$59.00
Gas	1 outlet \$85.00	1 outlet \$85.00	1 outlet \$65.00	1 outlet \$68.00	1 outlet \$59.00

As outlined in Section 4.1 of the proposed Safety Codes Services Agreement, Superior Safety Codes Inc. proposes a term of May 1, 2015 to April 30, 2018 with a right of renewal upon written agreement of both parties. Administration is recommending the agreement be effective July 15, 2015 to avoid any retroactive effect on fees.

RECOMMENDED ACTIONS:

1. Accept the Safety Codes Services Agreement fee schedule and term as presented by Superior Safety Codes Inc. OR;
2. Present an amended Safety Codes Services Agreement fee schedule and/or term to Superior Safety Codes Inc.

PROPOSED RESOLUTION:

Moved by Councillor _____ to accept the Safety Codes Services Agreement as presented by Superior Safety Codes Inc. effective July 15, 2015.

ATTACHMENTS:

- 1.) Proposed Safety Codes Services Agreement

APPLICABLE LEGISLATION:

- 1.) N/A

PREPARED BY: Jeff Doherty, Development Officer

APPROVED BY: Marian Carlson, CLGM - CAO

DATE: June 18, 2015

SAFETY CODES SERVICES AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE THIS _____ DAY OF _____, 2015.

BETWEEN:

TOWN OF CLARESHOLM
Box 1000
Claresholm, AB T0L 0T0
"The Municipality"

-and-

SUPERIOR SAFETY CODES INC.
14613-134 Avenue
Edmonton, AB T5L 4S9
"The Agency"

RECITALS

1. The Town of Claresholm, hereafter known as "The Municipality", being an Accredited Municipality pursuant to the Safety Codes Act requires an Accredited Agency to provide Services within the corporate boundaries of the Municipality for the:

- **Building**
- **Electrical**
- **Plumbing**
- **Gas**

Disciplines in accordance with the Act and Schedule "A", being the Municipality's Quality Management Plans and Schedule "B", being the Municipality's Fee Schedule (attached).

Services included under this Fee Schedule are:

- Compliance
- Appeal
- Emergency
- Enforcement
- Investigation

Costs for extra services, such as; Consultative Services, (Non-Permitted Plans Reviews etc.) and Issuance of Variances, will be billed directly to the applicant by the Agency at the current rate.

2. The Agency agrees to provide those Services and has the right to conduct Services for the Municipality within the corporate boundaries of the Municipality and to be compensated for these services; and,

3. The Municipality agrees to exclusively engage the Agency for the delivery of the Services listed in Recital Clause 1, pursuant to the provisions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto, the said parties covenant and agree as follows:

1 INTERPRETATIONS

1.1 Definitions

- a) "Accredited Agency " means a Corporation designated as an accredited agency under the Act;
- b) "Accredited Municipality" means a municipality that is designated as an accredited municipality under the Act;
- c) "Act" means the Safety Codes Act, as amended from time to time, including all regulations and codes enacted thereunder, or any other statute enacted in substitution therefore;
- d) "Agency" means Superior Safety Codes Inc. carrying on business as Superior Safety Codes Inc.;
- e) "Agreement" means this document, Schedule A (the Quality Management Plans for the Municipality) and Schedule B (the Fee Schedule) as amended from time to time;
- f) "Commencement Date" is the date this Agreement was accepted and executed by the Municipality, as indicated on this Agreement;
- g) "Events of Default" means any one or more of the Events of Default specified in Article 5 hereof;
- h) "Permit Regulation" means Alberta Regulations, A.R. 204/2007 as amended;
- i) "QMP Manager" means the person designated by the Municipality pursuant to Clause 3.21.a of this agreement and the " person responsible" under Schedule A;
- j) "Record" means an intelligible record of information in any form, including notes, books, documents, maps, drawings, photographs, letters, vouchers, permits, and papers and any other information that is written, photographed, recorded or stored on any manner, but does not include software or any other mechanism that produces records;
- k) "Safety Codes Officer" (SCO) means an individual designated as a safety codes officer under the Act;
- l) "Services" means the functions, duties, tasks, and responsibilities as described in this Agreement and the Act, and without limiting the generality of the foregoing, includes the provisions of inspections and compliance monitoring services as listed in Clause 3.1.a.
- m) "Term" has the meaning attributed thereto in Clause 4.1.a

1.2 Rules of Interpretation

- a) In this agreement, unless expressly stated to the contrary or the context otherwise requires:
 - i) a reference by numerical or alphabetical designation or both to an Article, Clause, Section, Subsection, Paragraph or Schedule shall refer to the Article, Clause, Section, Subsections, Paragraph or Schedule bearing that designation in this Agreement;
- b) All monetary amounts refer to the lawful currency of Canada;
- c) Any reference to all or any part of any statute or regulation refers to the parts, statute or regulation as amended or re-enacted from time to time;

- d) References to "parties" shall mean the parties to this Agreement and a reference to a "party" shall mean one of the parties to this Agreement.

2 APPOINTMENT

Pursuant to the provisions of the Agreement, the Municipality hereby exclusively appoints the Agency for the purpose of performing Services, during the Term of this Agreement, in the discipline(s) listed in Recitals Clause 1. This agreement may include any other disciplines that the Municipality may adopt under the Safety Codes Act.

3 AGENCY SERVICES AND COMMITMENTS

3.1 Agency Duties

- a) The Agency shall:
- i) provide effective and appropriate Services, in the Municipality, in accordance with the provisions of this Agreement and the Act. Further, the Agency acknowledges that it must render Services in accordance with the Municipality's Quality Management Plans attached as Schedule "A" to this Agreement. The Services shall be provided within the scope of the Agency's accreditation under the Act and the level of certification and designation of powers of the Safety Code Officers the Agency employs;
 - ii) establish and maintain management, administrative and technical expertise as required to provide the Services under this Agreement;
 - iii) complete the performance of all Services for all the permits issued under this Agreement on or before the date of expiry or termination of this Agreement; unless in the event of termination or expiry a transition plan has been executed in accordance with Clause 5.3.b of this Agreement;
 - iv) maintain a primary office location whose address is identified on page one of this Agreement where it shall securely store all records associated with this Agreement and the Services provided hereunder; and
 - v) maintain toll free telephone and facsimile numbers for the use by the Municipality and municipal residents.

3.2 Agency Performance

- a) The Agency shall, as outlined in this Clause:
- i) perform the Services in an effective and timely manner in accordance with Clause 3.5;
 - ii) endeavor to work co-operatively with the owner (the owner is the person/persons or company as listed on the certificate of title) and/or the owner's representative(s) to achieve compliance with the Act; and
 - iii) perform the Services with impartiality and integrity, and in a professional and ethical manner.

3.3 Agency Personnel

- a) The Agency shall, as outlined in this Clause:
 - i) employ persons knowledgeable about the applicable codes, standards and regulations, relative to Services it provides;
 - ii) employ or engage Safety Codes Officers (SCOs) who are certified and designated (received appropriate designation of powers) to provide compliance monitoring relative to the Services the Agency provides;
 - iii) maintain a registry of all SCOs they employ, and their level(s) of certification, and designation of powers.

3.4 Quality Management Plan Training

- a) The Agency shall:
 - i) train its SCOs in the requirements of the Municipality's QMP appropriate to their discipline and Services;
 - ii) maintain the training records on the Agency SCO file;
 - iii) ensure its SCOs have ongoing access to a current copy of the Municipality's QMP appropriate to their discipline and Services.

3.5. Compliance Monitoring

- a) The Agency shall monitor compliance through a program of plans examination (when applicable), site inspection and follow-up inspections or verification of compliance (when applicable), to provide a degree of assurance of compliance with the Act and associated codes and standards.
 - i) the Agency SCO shall:
 - endeavor to inspect by the second (2nd) working day following the date of receipt of a request for an inspection and will not exceed five (5) working days;
 - inspect to determine if the work under a permit complies with the Act and relevant codes and standards;
 - inspect at the stage(s) indicated in the discipline specific sections of the QMP; and,
 - inspect all work in place at the time of inspection.
- b) The time frame for required site inspections for the permit may be extended with written permission from the QMP Manager on an individual basis.
- c) The Agency SCO shall, for each inspection required by the QMP:
 - i) complete an inspection report as accepted by the QMP Manager;
 - ii) provide copies of inspection reports to the permit applicant, contractor, owner (if requested), Municipality and the Agency file;
 - iii) perform follow-up inspections as required by the QMP,
 - iv) upon confirmation that a thing, process or activity to which the Act applies is in compliance with the Act, permanently affix a record of inspection to the installation in an obvious location.
- d) The Agency SCO shall record on the inspection report:
 - i) the stage(s) of work being inspected;

- ii) a description of the work in place at the time of inspection; and
 - iii) all observed Deficiencies or Unsafe Conditions.
- e) The Agency SCO shall take appropriate action to have Deficiencies or Unsafe Conditions corrected in a timely manner.
- f) A **deficiency** is any condition where the work does not comply with the Act and in the opinion of the SCO, is not an Unsafe Condition.
- g) An **unsafe condition** is any condition that, in the opinion of the SCO, could endanger the life, limb, or health of any person authorized or expected to be on the premises.
- h) A **completed file** is a file that may be considered complete when the conditions of the QMP are met and safety is no longer a concern.

3.6 Consultative Services

- a) The agency shall provide consultative services to municipal residents, including:
 - i) technical advice;
 - ii) advice and interpretation on related codes and standards.

3.7 Situations of Imminent Serious Danger

- a) If a situation of imminent serious danger to persons or property because of any thing, process or activity to which the Act applies, is observed.
 - i) the Agency's SCO will immediately exercise any powers under the Act to mitigate the situation in a reasonable manner; and
 - ii) the Agency may apply to the QMP Manager for relief from the costs incurred when mitigating the situation pursuant to Section 47 of the Act. The decision of whether to grant relief shall be at the discretion of the QMP Manager.

3.8 Orders

- a) The Agency shall employ appropriately certified SCOs to issue orders in conformance with Part 5 of the Act. In addition to the requirements of Orders under Part 5 of the Act the Agency will:
 - i) first make every reasonable effort to facilitate conformance with the Act;
 - ii) issue an order in the format accepted by the QMP Manager;
 - iii) on issuance of an order, immediately provide a copy to the QMP Manager and the Technical Administrator in the appropriate discipline appointed under the Act;
 - iv) make the Agency SCOs available to attend appeal hearings with the Safety Codes Council on any orders issued; and
 - v) carry out an order in accordance with the Act.

3.9 Variances

- a) The Agency's SCOs may, upon written request from the owner, issue a variance. The Agency's SCO, when issuing a variance shall:
 - i) issue a variance in conformance with Section 38 of the Act and Safety Codes Council policy;

- ii) issue a variance only on a project where the Municipality has issued a permit;
- iii) issue a variance in the format accepted by the QMP Manager;
- iv) ensure a variance provides an equivalent or greater level of safety;
- v) issue a variance only for site specific applications;
- vi) record the details of a variance in the project file;
- vii) provide copies of a variance to the person(s) requesting the variance, the QMP Manager, the owner, the Technical Administrator, and;
- viii) issue a variance only when the safety or rights of others is not compromised; and
- ix) issue a variance only when it does not have a broad scope or impact on provincial basis.

3.10 Records

- a) The Agency shall maintain a file system, to the satisfaction of the QMP Manager, for all the records associated with performing the Services including:
 - i) permit applications and permits;
 - ii) plans, specifications, and other related documents;
 - iii) plans review reports;
 - iv) requests for inspections;
 - v) inspection reports;
 - vi) verification of compliance;
 - vii) variance;
 - viii) orders;
 - ix) occupancy certificate, and;
 - x) related correspondence and/or other relevant information.

3.11 File Flow

- a) upon approval of a development application, the Municipality will submit the file to the Agency for review.

3.12 Ownership of Records

- a) All Records and other materials whatsoever related to the Services provided under this Agreement are the property of the Municipality and will be given to the QMP Manager immediately upon request.
- b) The Municipality has full and unfettered access to all records of the Agency relating to the provision of Services under this Agreement including the right to enter the Agency's premises at any reasonable time in order to inspect, review or retrieve such records.

3.13 Records Management

- a) The Agency shall:
 - i) abide by all provisions of the Freedom of Information and Protection of Privacy Act in the course of carrying out its Services under this Agreement. All requests for

information initiated under that statute shall be conducted through the QMP Manager. The Agency shall immediately forward all requests for information under that statute to the QMP Manager;

- ii) respond to any requests by the Municipality for records, to respond to a request, under the Freedom of Information and Protection of Privacy Act as directed by the QMP Manager within two days of a request being received by the Agency or Municipality;
 - iii) disclose the information only with the consent of the QMP Manager; and
 - iv) maintain all Records in a manner acceptable to the QMP Manager prescribed in Clause 3.10.
- b) The QMP Manager has the right to periodically audit the records management procedures of the Agency relating to the provision of Services pursuant to this Agreement at times to be determined by the QMP Manager. In the event that the QMP Manager performs an audit and is of the opinion that the Agency's records management system is inadequate, the QMP Manager may direct the Agency to take such steps that the QMP Manager views are necessary to remedy the inadequacy.
 - c) The Agency shall keep and maintain in accordance with generally accepted accounting principles, complete and accurate books, records and accounts of all costs, expenditures and commitments relating to this Agreement and on demand provide to the Municipality these documents to examine, audit and take copies and extracts. The said books, records, and accounts shall be in the form acceptable to the QMP Manager and contain all information specified by the QMP Manager.
 - d) The Agency and its Directors, Officers, employees, and agents shall keep strictly confidential all information concerning the Municipality or any third parties, or any of the business or activities of the Municipality or any third parties acquired as a result of participation in the Agreement and the Agency may only use, copy or disclose such information upon written authorization of the QMP Manager.
 - e) The Agency shall maintain security standards, including control of access to Records, data and other information as required by the QMP Manager.

3.14 Collection and Payment of Fees

- a) The Agency covenants and agrees to perform Services as described in the Agreement in accordance with Schedule A of this Agreement (the Municipal Quality Management Plan).
- b) The Agency shall collect permit fees in accordance with Schedule B (the Municipality Fee Schedule). On a monthly basis, the Agency will pay the Municipality for their share of the issued permit fees.
- c) The Agency agrees to pay the Municipality remuneration in the amount of 25% of the permit fees set forth in Schedule B.
- d) The Agency will charge Goods and Services Tax (GST) on all services invoiced to the municipality in accordance with CCRA guidelines.

3.15 Workers' Compensation Coverage

- a) Prior to the Agency commencing the provision of Services under this Agreement, the Agency shall provide written certification of current and appropriate Worker's Compensation coverage through an account in good standing with the Alberta Worker's Compensation Board (WCB). The Agency shall maintain the account in good standing throughout this Agreement.

3.16 Regulatory Requirements

- a) The Agency shall comply with the requirements of the municipal, provincial and federal legislation, which includes, but is not limited to, the provincial Employment Standards Code, Labour Regulations Codes, and the Occupational Health and Safety Act.

3.17 Insurance

- a) Without limiting or restricting any obligations, responsibilities or liabilities under this Agreement, the Agency shall provide, maintain and pay for insurance coverage in accordance with the Alberta Insurance Act and be in a form acceptable to the Municipality.
- b) The Agency shall provide:
 - i) comprehensive or commercial general liability insurance within limits of not less than \$5,000,000.00 (Five Million Dollars) inclusive per occurrence, and annual aggregate, if any, of not less than that \$10,000,000.00 (Ten Million Dollars) insuring against personal injury, bodily injury and property damage (including loss of use thereof).
 - ii) "All Risks" Valuable Papers and Records insurance on all such items pertaining to the Services under this Agreement in an amount adequate to enable their reconstruction; and
 - iii) "Professional Liability/Errors and Omissions" insurance with limits not less than \$2,000,000.00 (Two Million Dollars) inclusive per occurrence.
- c) The Agency shall provide the Municipality, prior to commencing to provide Services under this Agreement, acceptable evidence of all required insurance.

3.18 Acknowledgements

- a) The Agency acknowledges that:
 - i) the Municipality will contract with no more than one (1) accredited agency;
 - ii) the Municipality may change its accreditation status under the Act.
- b) The Agency and Municipality acknowledge that:
 - i) they will maintain the Municipality's present first rights over Accredited Corporations throughout the term of this contract.

3.19 Relationship of Parties

- a) The Agency is an independent contractor and nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership, or of a joint venture agreement 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 contractor agreement between two parties at arm's length.

3.20 Notices

- a) Any notice to be made under this Agreement shall be deemed given to the other party if in writing and personally delivered, sent by prepaid registered mail, or sent by facsimile transmission, addressed as follows:

**TOWN OF CLARESHOLM
Box 1000
Claresholm, AB T0L 0T0
Attention: Chief Administrative Officer**

- and -

**SUPERIOR SAFETY CODES INC.
14613-134 Avenue
Edmonton, AB T5L 4S9
Attention: Terry Booth**

- b) The address of either party may be changed to any other address in Alberta by notice in writing to the other party. Notice personally served or sent by facsimile transmission shall be deemed received when actually delivered or transmitted, if delivered or transmitted on a business day between 8:30 a.m. – 4:30 p.m. Mountain Standard Time. All notices sent by prepaid registered mail shall be deemed to be received on the fourth business day following mailing in any Post Office in Canada, except in the case of postal disruption, and then any notice or payment shall be given a telegram, facsimile transmission or personally served. In this paragraph, "business day" means any day except a Saturday, Sunday, or a statutory holiday.

3.21 Liaison

- a) The Municipality shall designate the QMP Manager as the Municipality's representative for this Agreement. The Agency will report and be accountable to the QMP Manager with respect to any activities performed under this Agreement.

3.22 Reports

- a) The Agency shall provide the Municipality with a report on any aspect of the Services, in the form and manner specified by the Municipality, upon request by the Municipality.

3.23 Indemnity and Hold Harmless

- a) The Municipality shall not be liable nor responsible for any bodily or personal injury or property damage of any nature whatsoever that may be suffered or sustained by the Agency or its employees in the performance of this Agreement, except if such damage or injury is caused by the Municipality, its agents, or employees.

- b) The Agency shall Indemnify the Municipality and all of the Municipality's Councilors, servants, agents, employees, and persons for whom the Municipality is in law responsible and shall hold each of them harmless from and against any and all liabilities, claims, damages, losses, and expenses, including all legal fees (on a solicitor and own client basis) and disbursements due to, arising from or to the extent contributed to by any breach by the Agency of any provision of this, or any error, omission, negligent or unlawful act of the Agency, or the Agency's servants, agents, employees, contractors or persons for whom the Agency is in law responsible.
- c) The Agency shall not admit liability to a third party without obtaining the prior written consent of the Municipality and agrees to obtain the prior written consent of the Municipality prior to any settlements being made with any third party.

3.24 Performance Review

- a) The Municipality may audit or monitor the performance of the Agency to establish the Agency's conformance with this Agreement.
- b) The Agency shall co-operate with the Municipality during the course of a performance review and provide all reasonable support and assistance at the Agency's own expense.

3.25 Termination or Suspension of Agreement

- a) In addition to any other provision in this Agreement, this Agreement may be terminated by the Municipality effective immediately, for cause, upon notice to the Agency.
- b) In addition to any other provision in this Agreement, this Agreement may be terminated by either the Municipality or the Agency for any reason whatsoever upon ninety (90) days notice to the other party.
- c) Before a termination notice is given per Clause 5.1 a), the Municipality will first give the Agency a written warning and thirty (30) days to correct the issue.

4 TERMS

4.1 Term

- a) Subject to Clauses 3.25, 5.1 and 5.3 of this Agreement, this Agreement is in force on the Commencement Date of **May 1, 2015** and expires on **April 30, 2018** with a right of renewal upon written agreement of both parties. During the period that such renewal is being negotiated, the existing agreement shall remain in full force and effect.

5 EVENTS OF DEFAULT

5.1 Cause

- a) Cause for termination or suspension of this Agreement includes, but is not limited to:
 - i) failure of the Agency to observe or perform any covenant or provision to this Agreement for a period of five (5) days after written notice of same from the Municipality;
 - ii) without in any way limiting the provision of Clause 5.1.a.i, if in the opinion of the Municipality, the Agency repeatedly defaults in the timely performance of its obligations under this Agreement;
 - iii) if in the opinion of the Municipality, the Services performed by the Agency are unsatisfactory or are otherwise not in accordance with good industry practice, as determined by the Municipality acting reasonably;
 - iv) if in the opinion of the Municipality, the Agency is not or will not be in the position to perform all or any of the Services which are required or will be required during a specific period of time;
 - v) if the Agency becomes insolvent or commits an act of bankruptcy or makes an unauthorized assignment or bulk sale of its assets or if proceeding for the dissolution, liquidation, reorganization, arrangement or winding up of the Agency or the suspension of the operation of this business;
 - vi) if in the opinion of the Municipality, the Agency conducts itself in a manner that may harm the Municipality's image;
 - vii) non-performance or inadequate performance by the Agency of the Services;
 - viii) if in the opinion of the Municipality, the Agency fails to comply with the Act; or
 - ix) an inability of the Agency to provide effective and appropriate Services;
 - x) each of the events is hereby called an "Event of Default" and the Municipality may, by written notice to the Agency, forthwith terminate this Agreement, and except as otherwise provided all rights and obligations arising pursuant to this Agreement, shall be wholly terminated.
- b) In the event this Agreement is terminated, the Agency shall, upon the Municipality's request, within fifteen (15) days of the termination date, deliver to the Municipality all Records and Materials in its possession and control related to the provision of Services under this Agreement.
- c) The Agency shall immediately notify the Municipality in the event that:
 - i) its accreditation under the Act is suspended or cancelled;
 - ii) it ceases to carry on business, becomes insolvent, files for bankruptcy, makes a voluntary assignment for the benefit of creditors, or a trustee or receiver and manager or liquidator is appointed for the Agency; or
 - iii) it ceases to provide the Services under this Agreement.
- d) Upon the occurrence of any of the events referred to in Clause 5.1.c, this Agreement is immediately terminated and the Agency shall immediately cease providing Services pursuant to this Agreement and deliver to the Municipality, at its own cost, all Records, systems and materials related to the provision of Services. Written confirmation of termination shall be forwarded to the Agency as soon as possible after the termination date.

5.2 Survival of Terms

- a) Notwithstanding any other provision of this Agreement, those clauses which by their nature continue after the expiry or termination date of this Agreement shall continue after such expiry or termination.

5.3 Transition Services

- a) The Agency shall perform the Services for all permits issued under any prior Authorization Agreement in the form and manner and within the time frames prescribed by the Authorization Agreement in effect on the date the permit was issued.
- b) Prior to or on the expiry or termination date of this Agreement, the Municipality shall forward a transition plan to the Agency that details how the Agency is to resolve these matters that may be outstanding as of the date of expiry or termination of this Agreement. Upon receipt of the transition plan, the Agency shall take the necessary steps to resolve those matters in accordance with the requirements of the transition plan (to the Municipality's satisfaction).

5.4 Amendment Provisions

- a) The parties shall not change this Agreement except by written mutual agreement, however the Municipality or its designate may add to, delete, vary or amend Schedule "A" or "B" by giving notice to the Agency in accordance with Clause 3.20 of this Agreement.
- b) The Municipality and the Agency agree that this Agreement will be amended as required to accommodate any changes to the Act, or Permit Regulation.

5.5 General

- a) Time is of the essence in this Agreement.
- b) The Agency shall ensure that its employees, subcontractors and agents comply with the provisions of this Agreement.
- c) Notwithstanding any other provisions in this Agreement, if the Agency fails to comply with the provisions of this Agreement, the Municipality may, without prejudice to any other remedy, correct such defaults at the expense of the Agency.
- d) The rights, remedies and privileges of the Municipality under this Agreement are cumulative and any one or more may be exercised.
- e) The waiver by the Municipality of the strict performance of any provision of this Agreement will not constitute a waiver or abrogate such or of any other provision of this Agreement nor will it be deemed a waiver of any subsequent breach of the same or any other provision Agreement.
- f) This Agreement shall be interpreted and applied in the courts and according to the laws in force in the Province of Alberta.
- g) Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it will be considered separate and severable from the remaining provisions of this Agreement, which will remain in force and binding as though the said provision had not been included.
- h) This Agreement shall not be assigned, in whole or in part, by the Agency without prior written consent of the Municipality.

- i) This Agreement shall be for the benefit of and binding upon the successors and permitted assigns of the parties.
- j) The headings in this document have been included for convenience only and are not an aid in the interpretation for this document.
- k) In the case of conflicts, discrepancies, errors, or omissions among the documents forming part of this Agreement, this document takes precedence.
- l) In the case of a disagreement or dispute between the parties hereto with respect to this agreement, the same shall be referred to a single arbitrator pursuant to the Arbitration Act of Alberta, and the determination of such arbitrator shall be final and binding upon the parties hereto.
- m) This Agreement contains the entire agreement between the parties hereto relating to the subject matter hereof and subject to Clause 5.3, supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties and there are no general or specific warranties, representations or other agreements by or among the parties in connection with the entering into of this Agreement of the subject matter hereof except as specifically set forth herein.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

TOWN OF CLARESHOLM

SUPERIOR SAFETY CODES INC.

Per: _____

Per: _____

Per: _____

Per: _____

**Town of Claresholm
Proposed Building Permit Fee Schedule**

For Residential Installations	
Description	Permit Fee – not including SCC levy*
New Construction	\$5.50 per \$1000 of Project Value **
Relocation of a Building (on crawlspace or basement)	\$0.25 per square foot of main floor \$100.00 minimum permit fee
Garage, Addition, Renovation	\$0.25 per square foot \$100.00 minimum permit fee
Manufactured / Mobile Home (not on a crawlspace or basement)	\$100.00
Decks, Solid Fuel Burning Appliances, Demolition	\$100.00

For Non-Residential Installations	
New, Renovation, Addition	\$5.50 per \$1000 of Project Value ** \$250.00 minimum permit fee

**NOTE: Project Value is based on the actual cost of material and labour
Verification of cost may be requested prior to permit issuance.

* **SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560**

TOWN OF CLARESHOLM
Proposed Electrical Permit Fee Schedule

Residential Installations

Single Family Dwellings, Additions			
Square Footage	Permit Fee	SCC Levy	Total Fee
Up to 1000	\$125.00	\$4.50	\$129.50
1001 - 1500	\$160.00	\$6.40	\$166.40
1501 - 2000	\$190.00	\$7.60	\$197.60
2001 - 2500	\$225.00	\$9.00	\$234.00
2501 - 3500	\$250.00	\$10.00	\$260.00
Over 3500	\$250.00 plus \$0.10 per square foot		

Other than New Single Family Residential (basement development, garage, renovation, minor work)			
Installation Cost	Permit Fee	SCC Levy	Total Fee
\$0 - \$500	\$100.00	\$4.50	\$104.50
\$501 - \$1000	\$130.00	\$5.20	\$135.20
\$1001 - \$2000	\$150.00	\$6.00	\$156.00
\$2001 - \$3000	\$160.00	\$6.40	\$166.40

Installation costs greater than \$3000 use the square footage fee schedule above

Description	Permit Fee	SCC Levy	Total Fee
Permanent Service Connection Only	\$85.00	\$4.50	\$89.50
Temporary Power/Underground Service	\$85.00	\$4.50	\$89.50

*** SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560**

TOWN OF CLARESHOLM
Proposed Electrical Permit Fee Schedule
Commercial, Industrial, Institutional
(Contractors Only)

Installation Cost	Permit Fee	SCC Levy	Total Fee
0-300	\$75.00	\$4.50	\$79.50
301-500	\$80.00	\$4.50	\$84.50
501-1,000	\$85.00	\$4.50	\$89.50
1,001-1,500	\$90.00	\$4.50	\$94.50
1,501-2,000	\$95.00	\$4.50	\$99.50
2,001-2,500	\$100.00	\$4.50	\$104.50
2,501-3,000	\$105.00	\$4.50	\$109.50
3,001-3,500	\$110.00	\$4.50	\$114.50
3,501-4,000	\$115.00	\$4.50	\$119.50
4,001-4,500	\$120.00	\$4.50	\$124.50
4,501-5,000	\$125.00	\$4.50	\$129.50
5,001-6,000	\$130.00	\$5.20	\$135.20
6,001-7,000	\$135.00	\$5.40	\$140.40
7,001-8,000	\$150.00	\$6.00	\$156.00
8,001-9,000	\$165.00	\$6.60	\$171.60
9,001-10,000	\$180.00	\$7.20	\$187.20
10,001-11,000	\$200.00	\$8.00	\$208.00
11,001-12,000	\$210.00	\$8.40	\$218.40
12,001-13,000	\$220.00	\$8.80	\$228.80
13,001-14,000	\$230.00	\$9.20	\$239.20
14,001-15,000	\$240.00	\$9.60	\$249.60
15,001-16,000	\$250.00	\$10.00	\$260.00
16,001-17,000	\$260.00	\$10.40	\$270.40
17,001-18,000	\$270.00	\$10.80	\$280.80

Installation Cost	Permit Fee	SCC Levy	Total Fee
18,001-19,000	\$280.00	\$11.20	\$291.20
19,001-20,000	\$290.00	\$11.60	\$301.60
20,001-25,000	\$300.00	\$12.00	\$312.00
25,001-30,000	\$310.00	\$12.40	\$322.40
30,001-35,000	\$320.00	\$12.80	\$332.80
35,001-40,000	\$330.00	\$13.20	\$343.20
40,001-45,000	\$340.00	\$13.60	\$353.60
45,001-50,000	\$350.00	\$14.00	\$364.00
50,001-60,000	\$370.00	\$14.80	\$384.80
60,001-70,000	\$410.00	\$16.40	\$426.40
70,001-80,000	\$450.00	\$18.00	\$468.00
80,001-90,000	\$490.00	\$19.60	\$509.60
90,001-100,000	\$530.00	\$21.20	\$551.20
100,001-125,000	\$580.00	\$23.20	\$603.20
125,001-150,000	\$630.00	\$25.20	\$655.20
150,001-200,000	\$680.00	\$27.20	\$707.20
200,001-300,000	\$800.00	\$32.00	\$832.00
300,001-400,000	\$1,000.00	\$40.00	\$1,040.00
400,001-500,000	\$1,200.00	\$48.00	\$1,248.00
500,001-600,000	\$1,400.00	\$56.00	\$1,456.00
600,001-700,000	\$1,600.00	\$64.00	\$1,664.00
700,001-800,000	\$1,800.00	\$72.00	\$1,872.00
800,001-900,000	\$2,200.00	\$88.00	\$2,288.00
900,001-1,000,000	\$2,400.00	\$96.00	\$2,496.00

For installations greater than \$1,000,000.00 please contact Superior Safety Codes for a quote.

*** SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560**

Town of Claresholm
Proposed Electrical Permit Fee Schedule
Annual Electrical Permits

Description	Permit Fee	SCC Levy	Total Fee
Annual Electrical Maintenance	\$350.00	\$14.00	\$364.00

* SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560

**Town of Claresholm
Proposed Gas Permit Fee Schedule**

Residential Installations

Number of Outlets	Permit Fee	SCC Levy	Total Fee
1	\$75.00	\$4.50	\$79.50
2	\$85.00	\$4.50	\$89.50
3	\$95.00	\$4.50	\$99.50
4	\$105.00	\$4.50	\$109.50
5	\$125.00	\$5.00	\$130.00
6	\$135.00	\$5.40	\$140.40
7	\$150.00	\$6.00	\$156.00
8	\$180.00	\$7.20	\$187.20
9	\$190.00	\$7.60	\$197.60
10	\$200.00	\$8.00	\$208.00
Over 10	\$200.00 plus \$10.00 per outlet over 10		

Description	Permit Fee	SCC Levy	Total Fee
Propane Tank Set (does not include connection to appliance)	\$100.00	\$4.50	\$104.50
Temporary Heat	\$100.00	\$4.50	\$104.50

*** SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560**

Town of Claresholm
Proposed Gas Permit Fee Schedule
Commercial, Industrial, Institutional
(Contractors Only)

BTU Input	Permit Fee	SCC Levy	Total Fee
0 to 150,000	\$75.00	\$4.50	\$79.50
150,001 to 250,000	\$100.00	\$4.50	\$104.50
250,001 to 350,000	\$130.00	\$5.20	\$135.20
350,001 to 500,000	\$175.00	\$7.00	\$182.00
500,001 to 750,000	\$200.00	\$8.00	\$208.00
750,001 to 1,000,000	\$225.00	\$9.00	\$234.00
Over 1,000,000	\$275.00 plus \$5.00 per 100,000 (or portion of) over 1,000,000 BTU		

Propane Tank Sets (does not include connection to appliance)			
Description	Permit Fee	SCC Levy	Total Fee
Propane Tank Sets	\$75.00	\$4.50	\$79.50
<i>Add \$50.00 for each additional tank set</i>			
Propane Cylinder Refill Centre	\$175.00	\$7.00	\$182.00

*** SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560**

Town of Claresholm
Proposed Plumbing Permit Fee Schedule
Residential & Non-Residential Installations

Number of Fixtures	Permit Fee	SCC Levy	Total Fee
1	\$75.00	\$4.50	\$79.50
2	\$80.00	\$4.50	\$84.50
3	\$85.00	\$4.50	\$89.50
4	\$95.00	\$4.50	\$99.50
5	\$105.00	\$4.50	\$109.50
6	\$110.00	\$4.50	\$114.50
7	\$115.00	\$4.60	\$119.60
8	\$120.00	\$4.80	\$124.80
9	\$130.00	\$5.20	\$135.20
10	\$140.00	\$5.60	\$145.60
11	\$150.00	\$6.00	\$156.00
12	\$160.00	\$6.40	\$166.40
13	\$165.00	\$6.60	\$171.60
14	\$170.00	\$6.80	\$176.80
15	\$175.00	\$7.00	\$182.00
16	\$180.00	\$7.20	\$187.20
17	\$185.00	\$7.40	\$192.40
18	\$190.00	\$7.60	\$197.60
19	\$195.00	\$7.80	\$202.80
20	\$200.00	\$8.00	\$208.00
Over 20	\$200.00 plus \$5.00 per fixture over 20		

** SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560*

**Town of Claresholm
Proposed PSDS Permit Fee Schedule**

Description	Permit Fee	SCC Levy	Total Fee
Holding Tanks	\$150.00	\$6.00	\$156.00
Open Discharge	\$200.00	\$8.00	\$208.00
Fields & Mounds Treatment Plants	\$300.00	\$12.00	\$312.00

** SCC Levy is 4% of the permit fee with a minimum of \$4.50 and a maximum of \$560*



REQUEST FOR DECISION

Meeting: June 22, 2015

Agenda Item: 5

DRAFT STRATEGIC PLAN 2015-2018

DESCRIPTION:

Administration requires a motion of Council in order to approve the Draft Strategic Plan for 2015 – 2018 as presented.

BACKGROUND:

After meeting several times with full Council and the Chief Administrative Officer, a Draft Strategic Plan has been created with the assistance of a consultant. All required changes have been made and Council has approved the Plan in principle. A motion now needs to be made in order to adopt this Plan going forward.

RECOMMENDED ACTION:

Council pass a motion to approve the Draft Strategic Plan 2015-2015 as presented.

PROPOSED RESOLUTION:

Moved by Councillor _____ to approve the Town of Claresholm Strategic Plan 2015-2018 as presented.

Attachments:

None.

Applicable Legislation: Not applicable.

Prepared By: Karine Wilhauk, Secretary-Treasurer

DATE: June 18, 2015

Approved By: Marian Carlson, CAO

DATE: June 18, 2015

Town of Claresholm

Draft Strategic Plan

2015-2018



Approved on _____ 2015



Town of Claresholm Strategic Plan



Centennial Park

Vision

A thriving community offering quality family living that encourages economic prosperity through innovative and progressive thinking.





Bridges at Claresholm Golf Course

Core Values

The Town of Claresholm's core values:

- Community Pride
- Respect
- Healthy, Active Living
- Diversity
- Stability
- Security
- Safety
- Cooperation

Claresholm Spray Park



Twenty Years In The Future

Through the visioning exercise in February 2014, the Town of Claresholm identified what it wants to be known for in twenty years:

- A place to stop and visit – a beautiful destination
- Quading, biking, extreme sports
- Affordable family housing
- Friendly town – welcoming
- Health care facilities
- Major service center between Calgary and Lethbridge
- Transportation hub
- Recreation and tourism of Foothills
- Organic and “slow food”
- A great place to live – a safe, secure place to live
- A vibrant business community

The same visioning exercise identified that the Town of Claresholm will have the following in twenty years:

- A new slogan
- Multi-use recreation facility
- Fiber optic networking
- Shopping mall
- Spa and conference centre
- A symbol in the community
- Walking paths, hiking, biking trails
- A ranch resort
- A high-way by-pass
- High speed rail
- A car race track
- A population of over 5,000
- Police force
- New town office
- Youth/teen centre
- Casino
- Theatre/arts and culture centre
- Truck stop with services
- Agriculture support services, education, distribution



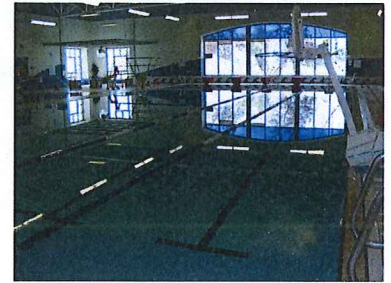


Strategic Assessment

On March 14, 2015, a strategic assessment was conducted with the members of Council.

The Town of Claresholm has many **ASSETS**:

- **Major medical facilities:**
 - Claresholm Health Unit
 - Mental Health Clinic
 - General Hospital
 - Clinic
 - Claresholm Centre for Mental Health and Addictions
 - Willow Creek Continuing Care Centre
 - David Landers Centre (AADAC)
 - Porcupine Hills Lodge
 - Cottonwood Village
 - Auxiliary Hospital for Seniors
- **Recreation Facilities**
 - Bridges of Claresholm 18-hole championship golf course
 - Indoor swimming pool (with a unique partnership with Alberta Health Services)
 - Claresholm Community Centre
 - Agriplex
 - Four-sheet curling rink
 - Ice Arena
 - Skateboard Park
 - Campground
 - Four-diamond ball complex
 - Playgrounds
 - Seniors' Drop-In Centre
- **Education Facilities (K-12)**
 - West Meadow Elementary School
 - Willow Creek Composite High School
 - Chinook Educational Consortium
 - Willow Creek Community Adult Learning Society
- **Historical/Cultural Facilities**
 - Churches
 - Public Library
 - Appaloosa Horse Club of Canada national registry & museum
 - Claresholm Museum/Tourist Information Centre
 - Claresholm Industrial Airport – Harvard Memorial
- **Service Clubs**
 - Kinsmen
 - Kinettes
 - Lions
 - Knights of Columbus
 - Sons of Norway
 - Claresholm Garden Club
 - Claresholm Parks Society
 - Claresholm Fine Arts Society



Town of Claresholm Strategic Plan



- Claresholm Animal Rescue Society
- Porcupine Hills Classic Cruisers Car Club
- Claresholm & District Chamber of Commerce
- Claresholm & District Fair Board
- Claresholm Fish & Game Association
- Royal Canadian Legion Branch #41
- **Business**
 - Claresholm District Chamber of Commerce
 - Diverse retail and service community
 - Varied industrial business community
- **Safety & Security**
 - Fire Protection – Volunteer Fire Department
 - Royal Canadian Mounted Police
 - Ambulance Services (Fire/EMS/Rescue Service)
 - 911 Service
- **Town Services**
 - Recycling
 - Garbage
 - Sewer
 - Water – new water treatment plant
 - Animal shelter
 - Maintenance (road, snow, landscaping)



Claresholm Public Library





Key Task Items

Based on the strategic assessment, Council noted the following items that require action:

- Town Office revitalization
- Flood, Lift Station, Storm water repair
- Downtown revitalization
- Staff re-organization
- Business attraction and retention plan that would outline what sectors, industries, businesses the town should focus on that would create jobs, provide services and grow the town. Within the plan, investigate broadband, renewable energy, etc. opportunities
- Succession/transition planning awareness, support, assistance for existing business owners.
- A strategy to deal with landowners that may be a challenge to development and business attraction/retention.
- Investigate and secure funding for additional assisted living spaces.
- Review the development process and procedures and revise to ensure a more friendly, encouraging strategy.
- Develop a coordinated communication strategy regarding what there is to do in town, and how the town appeals to a variety of age groups and types of businesses.
- Develop a brand that aligns with the Town's vision.
- Develop a recreation facility enhancement and master plan that responds to the needs of the community and aligns priorities with budgets and community needs.
- Investigate the need for a recreation department/director as well as a community and economic development department/director.
- Need to improve collaboration opportunities with the Chamber
 - Dialogue with the Executive and the General Manager
 - Share priorities
 - Identify areas for partnership/collaboration
- Provincial Representation
 - Develop a strategy for communicating Claresholm priorities and garnering support
- Food Bank – identify how it can be improved
- Policing – improve traffic enforcement in town
 - Meet with RCMP and with senior K Division staff
 - Upgrade the Peace Office position
 - Develop a traffic safety plan.



Mural by downtown parking lot





Goals

The following are the Town of Claresholm's goals for the next three years:

Policy & Planning for Responsible, Sustainable Growth

- Focus on Lift Station and Storm Water Infrastructure
- Relocate Town Office
- Review and Streamline Development Application Processes and Procedures
- Develop a Facility Enhancement and Recreation Master Plan

Economic & Community Development to Revitalize Claresholm

- Develop an Economic Development Association
- Revitalize Downtown and Highway Corridor
- Develop a Brand for Claresholm
- Increase Business Attraction and Retention

Sound, Responsible Governance & Strengthen Internal Operations

- Align and Strengthen Human Resources To Better Meet Needs
- Develop a Coordinated Communications Strategy
- Review and Update Administration and Council Policies
- Develop Multi-Year Business Plan and Budget

Improve and Expand Partnerships, Collaborations, Relationships

- Build Government Relations at All Levels
- Strengthen Relationships with Stakeholder Organizations such as the Chamber of Commerce
- Continue to Enhance Relationships with AHS and Other Service Providers

Livable Community for a Vibrant, Healthy Quality of Life

- Investigate Opportunities for Various Types of Housing
- Improve Food Bank Service to the Community
- Develop a Traffic Safety Plan
- Identify Optimal Model for Fire Services

Council, in developing these goals, will facilitate and provide leadership for change to achieve the vision for the Town of Claresholm.





Short Term Strategies: Year One

1. Policy and Planning for Responsible, Sustainable Growth

- a. Focus on Lift Station and Storm Water Infrastructure
 - Apply for funding for infrastructure and upgrades
 - Develop plan for infrastructure upgrades incorporating current priorities of:
 - Harvest Square storm water infrastructure
 - New lift station
 - Frog Creek drainage system upgrade
 - Storm pond south end of town
 - Upgrade to 8th street ditch
- b. Relocate Town Office
 - Plan and apply for funding for old elementary school building purchase and town office relocation
- c. Review and Streamline Development Application Processes and Procedures

2. Economic and Community Development to Revitalize Claresholm

- a. Develop an Economic Development Association
 - Develop organizational documents (Terms of Reference, Mandate, etc.)
 - Develop annual plan of activities
 - Work on Town brand creation
- b. Revitalize Downtown and Highway Corridor
 - Develop/Review policies pertaining to unsightly premises and vacant lands and buildings in retail, commercial and industrial areas.
 - Develop a Brand for Claresholm
- c. Increase Business Attraction and Retention
 - Partner with the Chamber of Commerce, Alberta SouthWest, Community Futures and the Economic Development Association (when formed) to create awareness and training on business succession and transition planning.
- d. Annexation
 - Proceed with process

3. Sound, Responsible Governance and Strengthen Internal Operations

- a. Align and Strengthen Human Resources To Better Meet Needs
 - Review current organization structure and identify optimal means of operating, incorporating current and future organizational needs, succession planning as well as attrition.
 - Review current Human Resources policies and procedures to update and identify gaps especially in relation to performance evaluation, and advancement criteria.
- b. Develop and Implement a Coordinated Communications Strategy
 - Develop a Communications Strategy that includes:
 - The identification and development of strategic communication tools
 - Strategic alignment of key messaging to stakeholders
 - A media relations strategy
 - Continual public awareness
 - Communication between municipal department and stakeholders
 - Protocols for Council and staff communication with stakeholders
- c. Review and Update Administration and Council Policies
 - Identify Administration and Council Policies (HR, Financial, etc.)
 - Review and update policies
 - Communicate changes as well as new policies as appropriate





- d. Develop Multi-Year Business Plan and Budget
 - Develop financial policies and procedures
 - Develop a three-year operational and five-year capital budget cycle
- e. Update Strategic Plan
 - Review and approve strategic plan
 - Align strategic plan with operational and capital budget

4. Improve and Expand Partnerships, Collaborations, Relationships

- a. Celebrate Successes with the Community
 - Communicate at least one success per month with the community to celebrate progress and innovative thinking. Success can be:
 - Recognizing the achievements of Council, Administration, Stakeholders, Citizens, etc.
 - Reporting progress via monthly Council report to the citizens through various mediums
 - Recognizing key volunteers in the community
 - Profiling key Council and Administration members
 - Reporting progress on or completion of key initiatives
 - Build Government Relations at All Levels
 - Immediately, develop relationship with provincial election candidates
 - Share plans and progress with the MD
 - Keep abreast of provincial MLA and federal MP visits and leverage these by having discussions pertaining to Claresholm's priorities.
 - Strengthen Relationships with Stakeholder Organizations such as the Chamber of Commerce
 - Discuss priorities and plans with the Chamber of Commerce.
 - Partner with the Chamber of Commerce, Alberta SouthWest, Community Futures and the Economic Development Association (when formed) to create awareness and training on business succession and transition planning.
 - Identify other joint initiatives where the Town can support the Chamber.
 - Continue to Enhance Relationships with AHS and Other Service Providers
 - Identify service providers that are influential to the Town's residents from a service perspective.
 - Develop dialogue with these providers to ensure optimal service enhancement.

5. Livable Community for a Vibrant, Healthy Quality of Life

- a. Improve Food Bank Service to the Community
 - Work with the Food Bank Board to improve operations and service to the community.
- b. Develop a Traffic Safety Plan
 - Establish an on-going relationship with the RCMP
 - Ensure the Bylaw Officer receives Level 2 Peace Officer training so that he can enhance safety related services to residents.
- c. Identify Optimal Model for Fire Services
 - Investigate optimal model for fire services provision to residents.
 - Develop plan to implement the optimal model





Short Term Strategies: Year Two

1. **Policy and Planning for Responsible, Sustainable Growth**

- a. Focus on Lift Station and Storm Water Infrastructure
 - Implement year one of the Storm Water Master Plan
- b. Relocate Town Office
 - Acquire old elementary school building and develop renovation plans
- c. Develop a Facility Enhancement and Recreation Master Plan
 - Apply for funding for the Facility Enhancement and Recreation Master Plan
 - Develop Facility Enhancement and Recreation Master Plan

2. **Economic and Community Development to Revitalize Claresholm**

- a. Revitalize Downtown, Industrial Area and Highway Corridor
 - Partner with Chamber, Claresholm Garden Club and Economic Development Association to develop revitalization and beautification plan.
- b. Increase Business Attraction and Retention
 - Implement branding strategy created by the Economic Development Association.
 - Develop an economic development plan that includes a strong business attraction and retention component.
 - Ensure economic development plan aligns with the Downtown and Highway Corridor revitalization and beautification plans.
- c. Annexation
 - Finalize

3. **Sound, Responsible Governance and Strengthen Internal Operations**

- a. Align and Strengthen Human Resources To Better Meet Needs
 - Develop a formal succession plan for key positions in the organization
- b. Develop and Implement a Coordinated Communications Strategy
 - Review protocols and standards for communications
 - Develop a social media strategy
- c. Develop Multi-Year Business Plan and Budget
 - Review and update the three-year operational and five-year capital budget cycle
- d. Update Strategic Plan
 - Update Strategic Plan to incorporate new priorities
 - Align updated strategic plan with financial budgets

4. **Improve and Expand Partnerships, Collaborations, Relationships**

- a. Celebrate Successes with the Community
 - Communicate at least one success per month with the community to celebrate progress and innovative thinking. Success can be:
 - Recognizing the achievements of Council, Administration, Stakeholders, Citizens, etc.
 - Reporting progress via monthly Council report to the citizens through various mediums
 - Recognizing key volunteers in the community
 - Profiling key Council and Administration members
 - Reporting progress on or completion of key initiatives
- b. Build Government Relations at All Levels
 - Continue to share plans and progress with the MD
 - Keep abreast of provincial MLA and federal MP visits and leverage these by having discussions pertaining to Claresholm's priorities.



Town of Claresholm Strategic Plan



- c. Strengthen Relationships with Stakeholder Organizations such as the Chamber of Commerce
 - Continue to discuss priorities and plans with the Chamber of Commerce.
 - Identify joint initiatives or initiatives where the Town can support the Chamber.
- d. Continue to Enhance Relationships with AHS and Other Service Providers
 - Identify new service providers that are influential to the Town's residents from a service perspective.
 - Continue dialogue with service providers to ensure optimal service enhancement.

5. Livable Community for a Vibrant, Healthy Quality of Life

- a. Investigate Opportunities for Various Types of Housing
 - Contact the Housing Authority to investigate possibilities for various types of housing.
 - Identify need and opportunities to apply for various grants.



Canada Day Celebrations Amundsen Park





Short Term Strategies: Year Three

1. **Policy and Planning for Responsible, Sustainable Growth**

- a. Focus on Lift Station and Storm Water Infrastructure
 - Implement year two of the Storm Water Master Plan
- b. Relocate Town Office
 - Start renovations on old elementary school building
- c. Develop a Facility Enhancement and Recreation Master Plan
 - Apply for funding for prioritized items in Facility Enhancement and Recreation Master Plan

2. **Economic and Community Development to Revitalize Claresholm**

- a. Revitalize Downtown, Industrial Area and Highway Corridor
 - Implement revitalization and beautification plan.
- b. Increase Business Attraction and Retention
 - Implement economic development plan that includes a strong business attraction and retention component.

3. **Sound, Responsible Governance and Strengthen Internal Operations**

- a. Develop Multi-Year Business Plan and Budget
 - Review, develop and/or update the three-year operational and five-year capital budget cycle
- b. Strategic Plan
 - Develop new three-year Strategic Plan
 - Align three-year Strategic Plan with three-year operating budget and five-year capital budget.

4. **Improve and Expand Partnerships, Collaborations, Relationships**

- a. Celebrate Successes with the Community
 - Communicate at least one success per month with the community to celebrate progress and innovative thinking. Success can be:
 - Recognizing the achievements of Council, Administration, Stakeholders, Citizens, etc.
 - Reporting progress via monthly Council report to the citizens through various mediums
 - Recognizing key volunteers in the community
 - Profiling key Council and Administration members
 - Reporting progress on or completion of key initiatives
- b. Build Government Relations at All Levels
 - Continue to share plans and progress with the MD
 - Keep abreast of provincial MLA and federal MP visits and leverage these by having discussions pertaining to Claresholm's priorities.
- c. Strengthen Relationships with Stakeholder Organizations such as the Chamber of Commerce
 - Continue to discuss priorities and plans with the Chamber of Commerce.
 - Identify joint initiatives or initiatives where the Town can support the Chamber.
- d. Continue to Enhance Relationships with AHS and Other Service Providers
 - Identify new service providers that are influential to the Town's residents from a service perspective.
 - Continue dialogue with service providers to ensure optimal service enhancement.

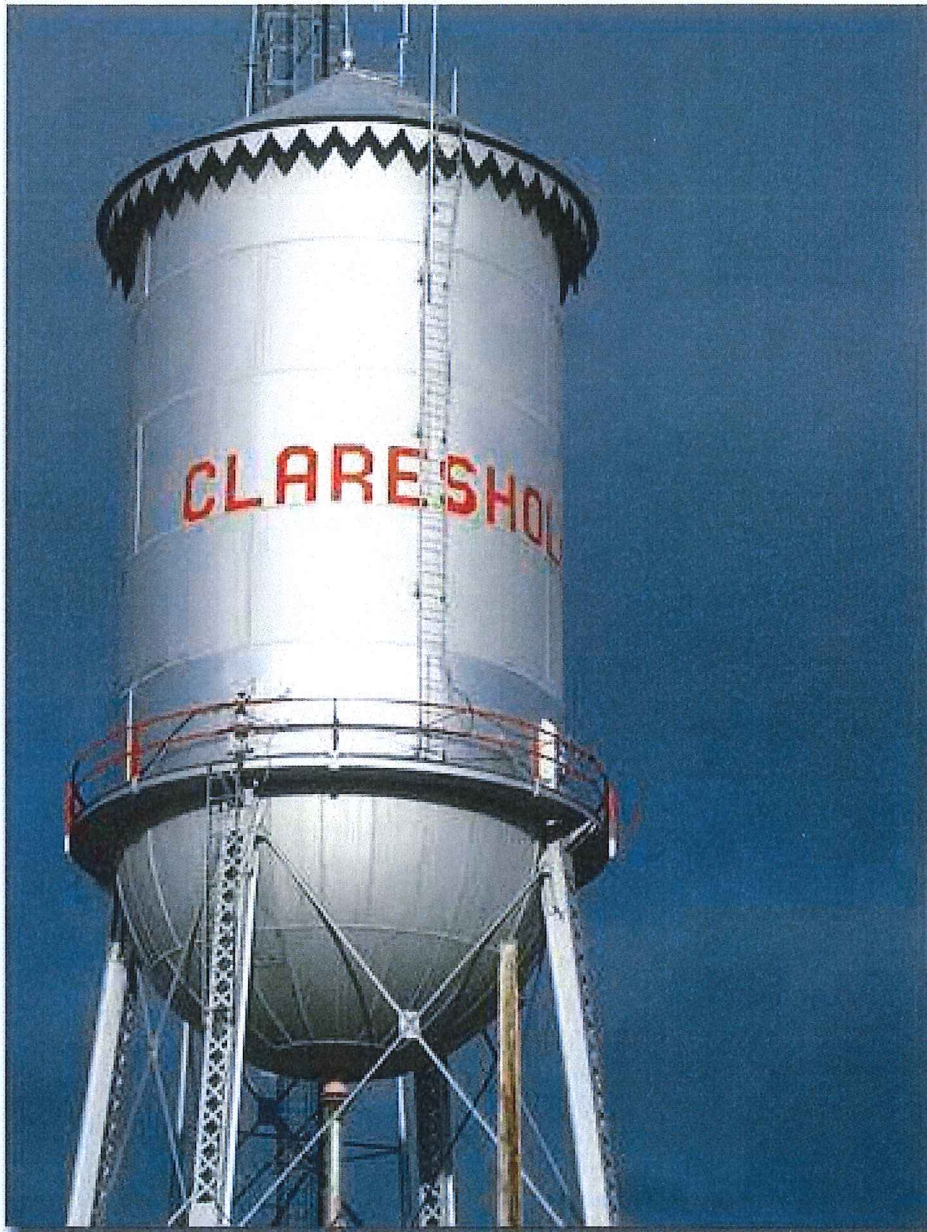




5. **Livable Community for a Vibrant, Healthy Quality of Life**

a. Investigate Opportunities for Various Types of Housing

- Support the development of business plan and grant applications for identified housing.



Claresholm Water Tower





INFORMATION BRIEF

Meeting: June 22, 2015
 Agenda Item: 6

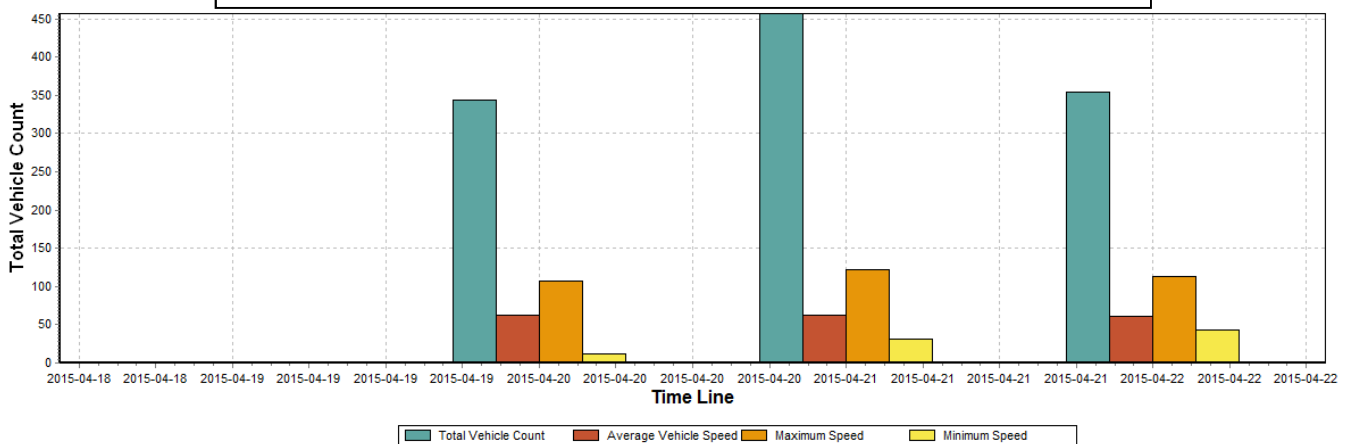
HIGHWAY 520 AND 8TH STREET WEST CROSS WALK AND TRAFFIC VOLUME REPORT

A complaint was lodged with the Bylaw office about traffic not stopping for pedestrians at the Highway 520 and 8th street intersection. A local service club, the Kinettes and residents of the neighborhood presented a solution of purchasing cross walk signs like those present on the main Highway #2 and Highway 520 in Claresholm (the Shell intersection). The Kinettes also stepped forward and offered to support this venture and provide financial assistance for these signs.

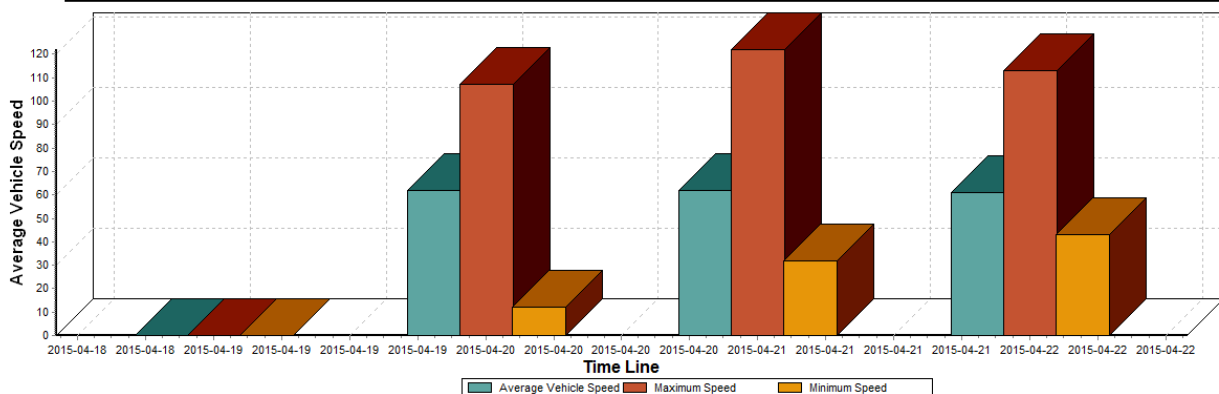
I contacted Alberta Transportation and inquired what it would take to get approval for such signage, and step one is proof it was needed. So, I began an investigation with the Towns Speed Radar sign to see the density of traffic volume and the speeds at which traffic was approaching the Highway 520 and 8th street intersection from the west.

That data is as follows:

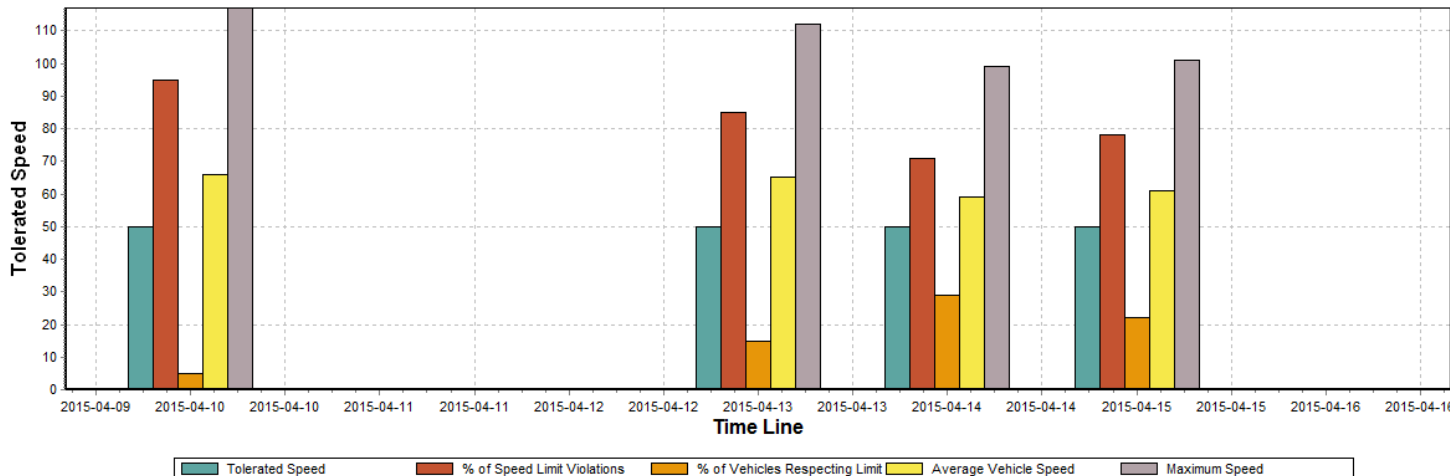
Highway 520/West Edge of Claresholm - Total



Highway 520/West Edge of Claresholm - Average Vehicle Speed Graph



Custom Chart for Highway 520 (west edge of Claresholm) (from 2015-04-10 to 2015-04-17)



I presented this data to Alberta Transportation and as you can see there are significant volumes and speeds associated with traffic entering from the west edge of Claresholm. This high risk intersection is affecting the following:

- youth walking to and from school,
- seniors using this popular stretch of walking path at all hours of the day, and
- children and adults of all ages utilizing the 8th street corridor for recreational purposes.

Key points of the data are:

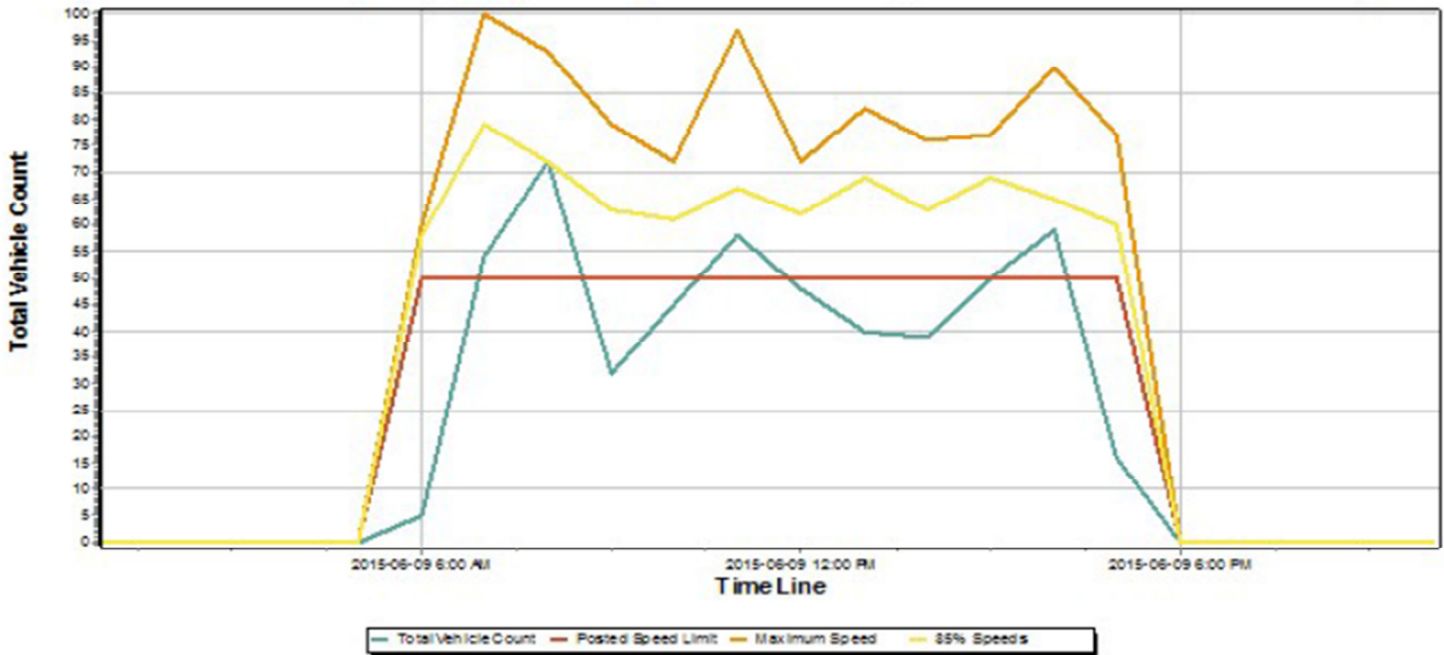
1. The traffic peaks between 8am and 9am and again from 3pm to 4pm,
2. 80% of drivers violate the speed limit,
3. 27% of drivers are doing 70+km/h in the 50km/h zone.
4. 6% of drivers are doing 85+ km/h in the 50km/h zone.

I contacted John Thomas from Alberta Transportation weekly and presented my data. Because of the excessive speed involved at this intersection he chose to visit Claresholm with the manager of the research department for this region and they concluded that a study was warranted.

On June 9th I did a traffic study in conjunction with Alberta Transportation for what Alberta Transportation calls a “Warrant Study”. The data collected will determine whether the signage is “**warranted**”. In addition on that day I placed the speed radar sign at the same location, the Auxillary Hospital entrance in the Ghost Mode, which means it does not warn drivers to slow down, it just collects data.

Below are the results of that data:

Custom Chart for Highway 520 (west edge of Claresholm) (from 2015-06-09 to 2015-06-09)



The chart above shows the following:

- Dark yellow line is the maximum speed – **we had some vehicles doing 100km/h in a 50 km/h zone**
- Yellow line is the vehicles that fall into the 85% range – **85% of vehicles are averaging 65 km/h**
- Green is the total vehicles volume = peak volume times of vehicles – **Peak time is still 8am and 9am and again from 3pm to 4pm**
- Red is the posted speed limit

****The chart on the last page of this report shows again the traffic density and speeds of traffic entering Claresholm.****

My conclusions presented to Alberta Transportation (Glen Murray) reiterated that the Kinettes and the Seniors group at the Cotton Wood Lodge approached me with their concern for the safety of children, adults and seniors. I understand that Alberta Transportation is concerned with liability and presenting the same safe message across all its highways and within the boundaries of Claresholm.

However:

This crossing has one major problem verses the other cross walk crossings in Claresholm and Highway 520.

That is,

This crossing is still the only one that deals with traffic that is supposed to slow to 50km/h as they enter Claresholm, and as the stats show, 1/5 of that traffic is exceeding the 50km/h limit excessively. Out of 561 vehicles approaching Claresholm over 100 were doing 65+ and we had 6 that were doing 90+.

All other cross walk crossings are deeper within the Town limits and by the nature of human behavior, when you are within a Towns streets traffic generally drives at the 50 km/h mark.

We should not put a price or a liability concern on life, and if a service club is potentially willing to fund an item that will increase public safety at this location, then I believe that equipment should be installed. I ended with inquiring, that if this signage will not meet the warranted requirements then **could it possibly be authorized for the betterment of the community.**

The Critical Information is the amount of drivers who are in the 90+ Bin:

6 Total

Count by Speed Bins

Speed	Count
90...91	1
91...92	1
92...93	1
93...94	0
94...95	1
95...96	0
96...97	1
97...98	0
98...99	0
99...100	1
Total:	561



Statics Summary Highlights:

Peak times for youth and families using the sidewalks are 8am and 4pm.

Seniors used the sidewalk more during the lunch hour period.

Statistics Summary Report

Technician Name: administrator

Location: Highway 520 (west edge of Claresholm) Report Period: 2015-06-08 to 2015-06-09
 Address: 4221 - 8th Street West, Claresholm, Alberta, Canada, T0L Total Vehicle Count: 561
 Speed Limit: 50



Count by Speed Bins

Speed	Count
60...61	14
61...62	18
62...63	20
63...64	8
64...65	23
65...66	6
66...67	14
67...68	9
68...69	10
69...70	8
70...71	9
71...72	14
72...73	2
73...74	1
74...75	5
75...76	4
76...77	3
77...78	3
78...79	6
79...80	1
80...81	1
81...82	2
82...83	1
83...84	1
84...85	0
85...86	2
86...87	0
87...88	1
88...89	0
89...90	1

Hour	Total Vehicles	Average Vehicles	Total Violations	% Violations	Min. Speed	Max. Speed	Avg. Speed	85% Speed
00-01	0	0	0	0 %	0	0	0	0
01-02	0	0	0	0 %	0	0	0	0
02-03	0	0	0	0 %	0	0	0	0
03-04	0	0	0	0 %	0	0	0	0
04-05	0	0	0	0 %	0	0	0	0
05-06	0	0	0	0 %	0	0	0	0
06-07	5	5	3	60 %	44	60	53	58
07-08	54	54	47	87 %	42	100	66	79
08-09	72	72	51	71 %	34	93	60	72
09-10	32	32	22	69 %	43	79	56	63
10-11	45	45	27	60 %	14	72	52	61
11-12	58	58	39	67 %	8	97	57	67
12-13	48	48	29	60 %	23	72	54	62
13-14	40	40	31	78 %	26	82	57	69
14-15	39	39	25	64 %	39	76	55	63
15-16	93	47	66	71 %	38	77	57	67
16-17	59	59	42	71 %	47	90	57	65
17-18	16	16	8	50 %	41	77	53	60
18-19	0	0	0	0 %	0	0	0	0
19-20	0	0	0	0 %	0	0	0	0
20-21	0	0	0	0 %	0	0	0	0
21-22	0	0	0	0 %	0	0	0	0
22-23	0	0	0	0 %	0	0	0	0
23-24	0	0	0	0 %	0	0	0	0
Total	561	515	390	34 %	17	41	56	66

20km/h over the speed limit mark

57 Drivers



CAO REPORT

June 22, 2015

The following report is designed to provide Council with an update on the activities and projects of the Town. The report is not intended to provide an all-encompassing review of Town activities, but to provide Council with a brief update on some of the more noteworthy activities and events.

CAO

Alberta Emergency Alert Training

On June 17th, the Town of Claresholm hosted an Alberta Emergency Alert training session facilitated by Alberta Emergency Management Agency. Alberta Emergency Alerts are issued to assist the public and provide critical information about an immediate disaster, where it is occurring and what action needs to be taken. Alerts are distributed to the public through various outlets including:

- Radio and Television
- Internet
- RSS Feed
- Social Media (Facebook, Twitter, etc.)
- Road Signage
- Alberta Emergency Alert App

There were 11 people from various municipalities within the region who participated in the training. The Town of Claresholm had 4 employees attend to ensure we have adequate personnel trained in the event of an emergency.

Canada 150 Grant

The application for the Canada 150 Community Infrastructure Grant for \$500,000 matching funding for the Multi Use Community Facility has been submitted. We were able to acquire letters of support from the Child Care Society, the Food Bank, Learn a Lot Playschool and the Claresholm & District FCSS which were included as part of the application.

Storm Water Engineering

Administration has met with the Engineers regarding the Frog Creek Drainage Corridor Disaster Recovery Program (DRP) repairs as well as the preliminary engineering for Phase 1 of the Storm Water Master Plan. Both projects are on track and the engineering and construction of the DRP is scheduled to be completed by the end of 2015. The preliminary engineering for Phase 1 of the Storm Water Master Plan is scheduled to be completed by September of 2015 in time to submit the application for funding through the Community Resiliency Grant Program.

BYLAW ENFORCEMENT

[See enclosed report](#)

POOL

[See enclosed report](#)

ADMINISTRATION

[See enclosed report](#)

INFRASTRUCTURE SERVICES

[See enclosed report](#)

UTILITY SERVICES

[See enclosed report](#)

Respectfully submitted by

Marian Carlson, CLGM
CAO

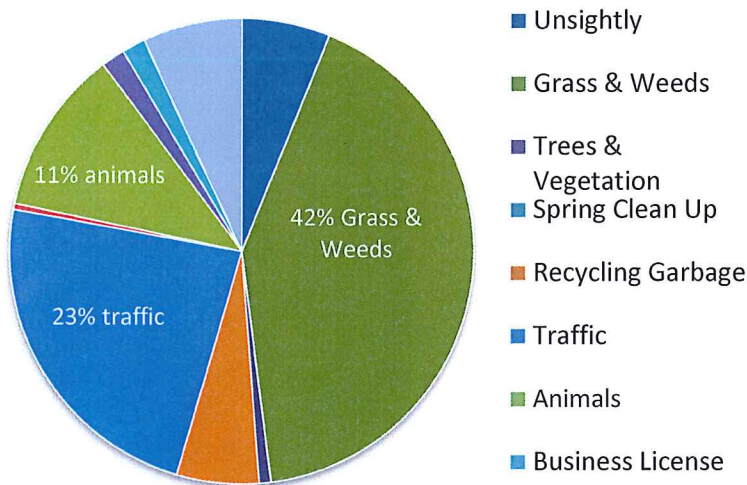


INFORMATION BRIEF

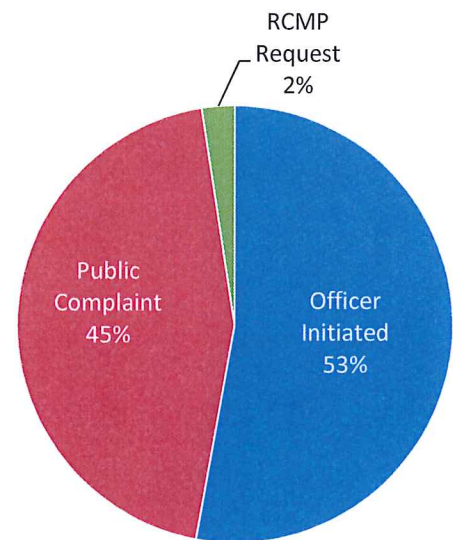
Meeting: June 22, 2015
 Agenda Item: CAO REPORT

MAY 2015 BYLAW ENFORCEMENT REPORT

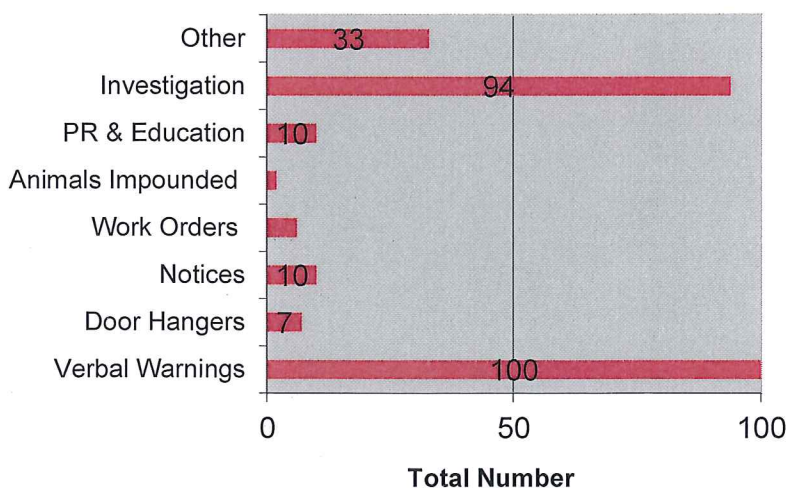
Bylaw Enforcement Breakdown



Bylaw Initiation Breakdown



Enforcement Action



Additional Information

1. The Town and RCMP Driver (Speed) Feedback sign where set-up at the North end of Claresholm to slow traffic down before they get to 59th avenue, also at the 30km/h zone on the back road to the pool due to public complaints about speeding on this road, and a study was done on the 8th street and highway 520 intersection due to complaints about vehicles not stopping for the pedestrians in the crosswalk. (see information brief)
2. The Local Press advertisements focused on spring clean-up and dog owner responsibilities.
3. Enforcement Action in May focused on grass & weeds and traffic control.
4. Grass & Weed control was a major issue in May and will continue for June as well.

POOL REPORT MAY 2015

1. Swim to Survive School Sessions

- a. 45 Barons School, Palliser School division, 1st time for program
- b. 19 Stavely Preschool, 2nd year in program

2. WCCHS GRADE 10

- a. ½ hour program, ½ hour free swim
 - i. Underwater hockey
 - ii. Aquafit
 - iii. Lengths and breathing
 - iv. Relays/ team building
- b. Introduced this program in October 2014 for grades 7 and up.
 - i. Since introduction participation by students has grown. Noticeably less students watching from the hall (eg. More than half watching, to a few students sitting out)
- c. Development of a plan for Grade 4 and up for 2015-2016 school year.
 - i. Focus on physical fitness, endurance, strokes and fun

3. Parent and Tot Lessons

- a. 5 Registrants, 10 participants

4. Preschool Lessons

- a. 6 Registrants

5. Saturday Lesson Session, May 9-June 27

- a. 19 registrants

6. Private Lessons

- a. 1 Registrants

7. Aquafit Registrations

- a. Mon/Wed/Fri 8-9am- 9 registrants, average of 7 participants
- b. Mon/Wed/Fri 1-2pm- 13 registrants, average of 10 participants

8. Seniors Program Tues & Thurs 11-11:30 am

- a. 19 total participants for the month of March
- b. Average of 8 per session

9. Free swim Numbers

- a. May 2 = 85
- b. May 9 = 29
- c. May 16 = 71
- d. May 23 = 22
- e. May 30 = 31

10. 10 punch passes

- a. 22 Sold

11. Quarter Passes

- a. 10 sold

12. Staffing/Inservices

- a. May 3, Inservice. Aquafit, must sees' for lessons, consistency, availability
- b. May 6, Firefighters Co-operative Training Inservice, 35 participants
- c. May 24, Self Defence/ Non-violent crisis intervention with Kerry Sauve, Streetsense
- d. Looking to fill Junior & Senior Lifeguard positions for the fall

13. Rentals

- a. 6, Private
- b. 15, Nanton Marlins Swim Club (full pool and lane rentals)
- c. 2, Fort Macleod Sharks Swim Club
- d. May 13, Seniors 55 Trials
- e. May 29, 2nd Annual WCCHS Triathlon
- f. 3 School rental time, no program

May Attendance	
6-8 or 9 am Fitness	233
8-9 Aquafit	79
9-10 School Use/Lessons	179
10-11 School Use/Lessons	71
11-11:30 T&T Seniors/PT Lessons	107
11-11:30 M/W/F B&M, Str. Imp	23
11:30-1 Fitness & Parent&Tot	174
1-2 CCC	62
1-2 Aquafit	147
1-2 Family Swim	107
2-3 Schools/ Private lesson	266
3-4 Toonie Swim	181
2-4 Free Public/ public	408
4-6 Swim Lessons/Club	630
4-5 Private/JLC/Fitness	58
5-6 Deep Water Aquafit	17
6-8 Public/Toonie/Mini Aquafit	111
8-9 CCC	105
8-9 Fitness	104
8-9 Teen Jan 31	0
Rental Times	509
	3571

June 2015 Taxation/HR Report

From: Lisa Chilton



Human Resources

- Hiring process has begun for Director of Corporate Services. Interviews to commence June 22nd.
- AMSC Wage & Compensation Survey has been completed and submitted June 17th.
- Received the results of the Custom Compensation & Employer Practices Survey sponsored by the Town of Taber. We were a participant.
- A public works employee has been off sick for 2 months and isn't expected to resume full duties for approximately 3 months.
- Job descriptions have been developed for all non-union positions
- Job descriptions for union employees are in the process of being reviewed
- Development of a consistent hiring package is in progress
- Review and update of the employee related Town of Claresholm policies will begin in July.




Taxation

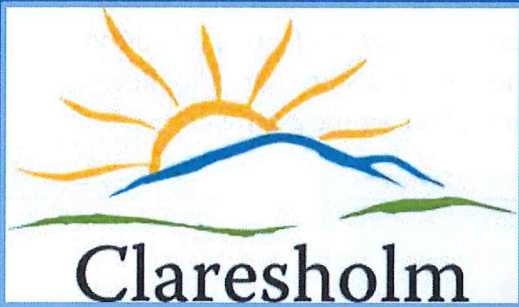
- Tax notices were processed and mailed out May 15, 2015.
- Tax season is running smoothly so far.
- There have been four 305-1 changes issued by Benchmark assessments resulting in the following adjustments:

Res. Improved	-52,410 in assessment	-\$474.47 taxes
Vacant Res Land	<u>-17,910</u> in assessment	<u>-\$236.83</u> taxes

Total loss in assessment -\$70,320 Tax Adjustment -\$711.30

- Final date for any assessment appeals is July 14th.
 - We have received one residential appeal to date.
 - Update on arrears will be in the July report (after June 30th deadline)
- 

TOWN OF CLARESHOLM INFRASTRUCTURE SERVICES



6/20/2015

Report for May/June 2015

REPORT FOR MAY / JUNE 2015

Buildings- Regular inspections and minor maintenance is being completed weekly. Some painting on the handrails at the museum was completed.

Sidewalks- Sidewalk tender for repairs / replacement has been advertised. As of the deadline for submission on June 5, 2015 one proposal was received.

Streets- Infrastructure Services began work on pavement patching of frost boils and water / sewer repairs, most of these repairs expected to be completed by the end of June. Infrastructure services will continue to repair potholes as time allows. The hanging flower baskets have been installed, and the remaining baskets will be installed as they arrive.



Sewer- A sewer service line failure was reported and repaired on 5200blk of 5th St. West. Monthly maintenance on our list has been completed.

Water- The spray park has been put back together and has been reactivated. Opening date was June 5th. Hydrant inspections and testing has identified some deficiencies and those repairs will be scheduled ASAP. Two hydrants are out of service at this time.

Storm Drainage Work- Associated Engineering has been instructed as per Council motion in May to begin surveying the Frog Creek Drainage Corridor under the Disaster Relief Program, and begin Project 1 – 2015 Drainage Improvements.

Recycling- No issues to report, the program is running well. The Towns contract with Capital Paper is up for renewal and a meeting was held at the recycling center where a few changes were proposed to Capital paper for consideration.

Staff- Two Infrastructure Services Staff completed a hydrant rebuilding and repairing course. One Infrastructure Services Staff member completed confined space training as well. Mike Schweiler was off June 8 -19 on holidays. One staff member has been off last 10 weeks, sick and 4 weeks of additional holidays have been used by members of Infrastructure Services.

Parks- Grass cutting is keeping the crew busy and weed spraying remains on-going. The crack through the Tennis courts has been repaired and repainted and is ready for the summer games.



Infrastructure Services completed upgrades to two sand volleyball courts located North West of the Willow Creek Composite High School. Crews dug the pits, filled in the base with the old existing sand, hauled approximately 26 loads of new sand (donated by the MD) to fill the courts.



Garbage- The Town of Claresholm spring cleanup has been completed, totals of tonnage is down from last year.



Submitted by:

Mike Schuweiler
Director of Infrastructure Services
Town of Claresholm



UTILITY SERVICES REPORT

MAY/JUNE 2015

3700 8th Street West

Box 1000 T0L-0T0

Claresholm, Alberta

Work# 1-403-625-3100

Cell # 1-403-625-1687

Fax # 1-403-625-3869

brad.burns@townofclaresholm.com

www.townofclaresholm.com

Utility Services Manager Brad Burns

Summary

The following monthly report is a review of the operation in the Utility Services Department and all related areas.

- Regional Water Treatment Plant.....pg. 3

- Pumping Stations and Reservoirs.....pg.4

- Water Distribution.....pg. 5

- Lagoons and Waste Water Collection....pg. 6

- Raw Water Supply.....pg. 6

- Photos.....pg. 7 & 8

- Treated Water Storage Chart.....Pg.9

REGIONAL WATER TREATMENT PLANT

MAINTENANCE

Along with regularly scheduled maintenance the following work has been completed:

- June 4th CHAMCO call back from annual service on Sullair1800 compressors
- June 11th ARMAX Electric out to check RJP 8502 reject water pump issue.
- Took RJP 8502 to Hagen's Electric for a motor rewind.
- Sodium Bisulfite pump and line to neutralization tank cleaned.
- All online meters have been cleaned and calibrated.
- June 17th replaced sodium hypochlorite pump in CIP room (contact supplier, noise issue in pump).
- June 18th PARCON Construction sodium hydroxide tank valves and line repair (see photo pg. 7).
- Cleaned CP 180 coagulant lines, pump hoses, valves and graduated cylinder.
- Backup generator has been run and there are no issues.
- Chlorine bottles changed and REGAL gas detector alarm tested.
- Co2 Alarm has been tested.
- Replaced wax ring on lab toilet to prevent sewer gas entering the building.

TESTING/MONITORING REQUIRMENTS

- Daily lab testing of raw and treated water as per the approval in accordance with schedule 2 and 3.
- Distribution sample free chlorine residual throughout town.
- Bacteriological samples have been absent of total coliforms and E coli.

GOVERNMENT COMPLIANCE

- There has been no noncompliance issues in regards to the daily monitoring, measuring and reporting frequency requirements as per schedule 2, and 3 of the approval.

CHEMICAL

- Calcium Thiosulphate 30% on site to replace Sodium Bisulfite 40%
- Clear Pac 180 (coagulant to control turbidity in raw water treatment process) delivered.
- Alphi-11 antifreeze/inhibitor protector ordered for hydronic heating system.
- HACH flow cell Stablcal 20 NTU on site.
- Citric Acid 50% solution needed to naturalize the sodium hydroxide flushed to the neutralization tank (tank is being cleaned for repair).

PUMPING STATIONS AND RESERVOIRS

HIGHWAY PUMP STATION

- FCV 1671 flow control valve to fill reservoir acting up and may need calibration.
- Red Lion display sent out for repair/replacement (Automated Electrical Systems).
- Backup generator has been run.
- Grass cut and yard around building cleaned.
- Reservoir is secure with all hatches in place.
- Electrician out to check Water Tower light issue (water inside upper fixtures).
- HPS 60hp pump HLP 1708 vibrating at 45 l/p sec (CHAMCO will check issue).

AIRPORT PUMP STATION

- Distribution line break on Tiger Moth Crest, between Hangers 3 & 4.
- REDCAP Ventures to replace airport pump station motor natural gas feed valve and high level temperature switch.
- Backup motor for the domestic water supply including fire hydrants has been run.
- Jockey pump on fire suppression line is still in operation to keep the underground fire system pressured to 120 psi.
- Reservoir fill line inside the building is operating well.
- CHAMCO onsite to quote cost to rebuild domestic split casing pump behind Chrysler back up.

UFA RESERVOIR

- Grass cut and trimmed.
- Sump pump working to control leak.
- Outfall overflow ditch is clean of debris and open to the storm sewer system.
- All manholes and valves are dry and accessible.

WEST WATER PLANT (decommissioned)

- Grounds have been mowed by 15' mower.
- The West Water Plant had a small grass fire June 15th that the fire department dealt with. There is no sign of how the fire started. The grounds are secure with no sign of trespassing (see photo pg. 8)

WATER DISTRIBUTION

UNIVERSAL METERING

- METERCOR contacted to supply a quote on upgrading the FC300 handheld and MC Light reader (quote for future capital budget item).
- 403- 57th Ave West meter noise issue solved.
- Daily and monthly meter readings for the office as requested.

GOVERNMENT COMPLIANCE

- In May 8 Bacteriological samples were taken within the town's distribution system showing no Total Coliforms or E coli. June samples are ongoing and to date have had no issues.
- Free chlorine checked at numerous locations around outer town limits all acceptable.

TOWN OF GRANUM SUPPLY LINE

- Granum lost power April 24th @ 2am. Call from Mark Conner (PW operator) concerned about water supply from Claresholm (no issues).
- Granum is still using water directly off the Regional Water Supply line through their pressure reducing station.

METER VAULTS

- ENERGO Welding scheduled to fix grating and rail at Booster Station.
- Meter vault in water plant yard to the acreages dry and secure. Pressure regulator set at 80 psi on down side of line.
- Granum meter vault (in Claresholm) dry and secure.
- West Water Co-op meter vault inspected and water pressure checked.

DISTRIBUTION LINES

- Mel Koehler (Alberta Environment and Sustainable Resources) called about West co-op water line needing information about success of the co-op taking the line over.

LAGOONS AND WASTE WATER COLLECTION

NORTH LIFT STATION

- North Lift Station is running well with the current flows.
- May 27th meeting with CICON Engineering about Harvest Square Lift Station.
- May 27th sent CICON town of Claresholm SCADA standard for the Harvest Square project.
- May 28th sent CICON information about new lift station before being retendered. The information provided should help in contractor cost evaluation.
- Waste Go Enzymes are being added weekly to prevent a buildup of grease in the wet well and downstream outfall lines.

LAGOONS

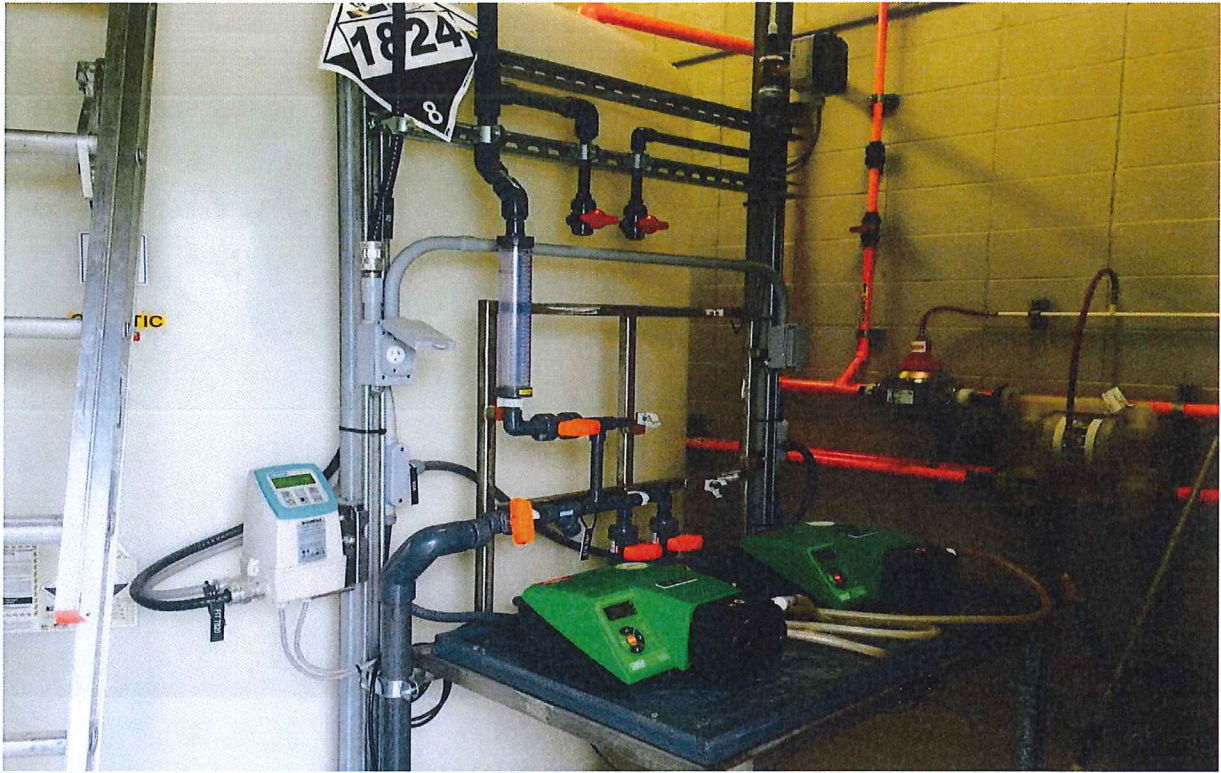
- June 9th and 11th Airtech on site to work on lower makeup air system in pump building (found issues from install that were not completed by contractor).
- Requested as built drawings from MPE Engineering from the lagoon project.
- Backup generator has been run.
- Replaced main entrance cable gate system.
- No trespassing signs are in good shape.
- Fence surrounding the lagoons is secure.
- FERG'S Septic Service out again to clean more of the floating solids from the anaerobic cells.
- Waste water flow from town on average is 2200 m³ per day entering the anaerobic cells (first stage of treatment).

RAW WATER SUPPLY

PINE COULEE

- June 8th started filling on site raw water storage from Pine Coulee.
- Check all manholes and air relief valves.
- Check for leaks on the Pine Coulee supply line to town.
- Pine Coulee raw water level good at approximately 7 meters above the low water level alarm.

CAUSTIC TANK VALVE AND LINE REPAIR

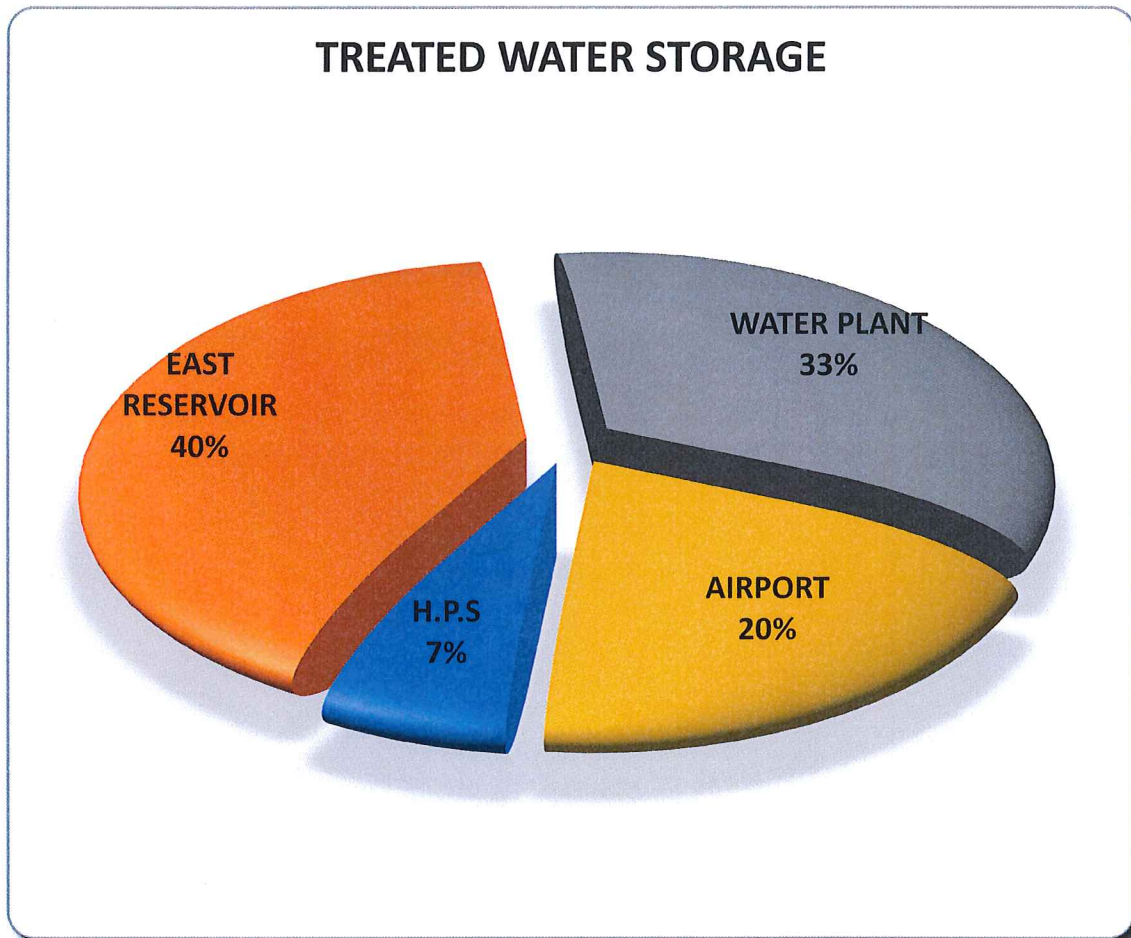


JUNE 15th GRASS FIRE AT OLD WEST WATER PLANT



TREATED WATER STORAGE

SITE STORAGE	%
EAST RESERVOIR	40%
WATER PLANT	33%
AIRPORT	20%
H.P.S	7%
TOTAL @ 6854 m3	100%





INFORMATION BRIEF

Meeting: June 22, 2015

Agenda Item: 8

COUNCIL RESOLUTION STATUS

Regular Scheduled Meeting - March 9, 2015				
17	RFD- Stormwater Management Plan. Moved by Councillor Ford to accept the Stormwater Management plan by Associated Engineering as presented. Carried. Moved by Councillor Cutler to apply for funding through the Alberta Resilience Program for stormwater related projects. Carried. Motion #15-007.	Marian/Mike	Spoke with Dean at A.E. March 10th and they will move forward with preparing the grant application. A.E. will also prepare the final copies of the report for our records. Deadline for applications was extended to September 30, 2015. Met with Dean and grant Program Coordinator on April 17th and the Coordinator gave us valuable information regarding how to formulate the application. Request for preliminary engineering funding on the agenda for May 25th.	In progress
Regular Scheduled Meeting - March 23, 2015				
13	Proceed with negotiating Airport Leases subject to MD approval for access	Marian	Requested confirmation from the MD regarding access across their land and have yet to receive a response	In progress

Regular Scheduled Meeting - May 11, 2015				
8	RFD - MD Fire Truck Agreement - Moved by Councillor Ford to sign the Fire Truck Agreement with the MD of Willow Creek as presented, and to direct Administration to begin discussions with the MD of Willow Creek to develop a proposal for the best model for emergency services going forward. CARRIED.	Marian	Left message to meet with Cindy but have not heard back yet.	
12	Follow up on Land Sale Offer	Marian	Signed counter offer May 12/15 - Talked with Realtor on May 21st and she has not heard back from the purchasers Realtor as of yet.	

Regular Scheduled Meeting - May 25, 2015				
6	RFD: Harvest Square Tenders - Moved by Councillor Cutler to accept the recommended action to remove the portions of the Harvest Square Sanitary Sewer Lift Station project that can be done in-house (Town of Claresholm Infrastructure Services to complete), pre-order all materials to eliminate mark-up on products, and re-tender the remaining portion of the work (according to Policy #GA 02-15). CARRIED Motion #15-047	Mike/Brad	Tender is being redrafted to reduce the scope of the project.	
8	RFD: Curb & Gutter Overpayment - Moved by Councillor Cutler that whereas the Town of Claresholm receives minimal interest on the chequing account and that the overpayment amount of \$4,143.21 is less than an amount that would be invested in either a short term or long term investment, that the Town pay 0.5% annual interest on the overpayment for curb and gutter by Viper Oilfield Services from 2005 to 2014. CARRIED Motion #15-049	Tara / Karine	Letter and payment sent.	Complete
10	RFD: Canada 150 Community Infrastructure Program - Moved by Councillor Ford to apply for funding under the Canada 150 Community Infrastructure Program for the Multi-use Community Building and Town Hall. CARRIED Motion #15-051	Marian/Karine	Application submitted June 17, 2015.	Complete
13	INFO BRIEF: Golf Course Bridge - Direction to proceed with temporary repairs and to identify the project in the infrastructure master list for future discussion.	Mike	Repairs to be started by Public Works after the completion of Summer Games.	
15	Contact Emercor	Marian		

Regular Scheduled Meeting - June 8, 2015				
1	CORRES: Alberta Recreation and Physical Activity Division RE: 2015 Energize Workshop	Karine	Taken for information.	Complete
2	CORRES: Lifesaving Society - Alberta and Northwest Territories Branch RE: Claesholm Aquatic Centre Awards. Discussion to send staff from the aquatic centre to receive the awards if within the confines of budget.	Karine	Aquatic Centre Supervisor Denise Spencer will be attending the presentation.	Complete
3	CORRES: The Royal Canadian Legion Alberta - Northwest Territories Branch RE: Certificate of Appreciation	Karine	Taken for information.	Complete
4	CORRES: The Bridges at Claesholm Golf Club. Moved by Councillor Dixon to forgive the municipal portion of the 2015 property taxes of the Claesholm Golf Club, in the amount of \$2,632.54. CARRIED. Motion #15-054 NOTE: Request from Council to create a policy regarding municipal portion of property taxes similar to the policy for payment of commercial general liability insurance.	Karine/Marian	Letter sent.	Complete
5	CORRES: Claesholm Curling Club. Moved by Councillor Ford to forgive the municipal portion of the 2015 property taxes of the Claesholm Curling Club, in the amount of \$877.20. CARRIED. Motion #15-055.	Karine	Letter sent.	Complete

PREPARED BY: Karine Wilhauk, Secretary-Treasurer

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: June 19, 2015

INFORMATION ITEMS



OLDMAN RIVER REGIONAL SERVICES COMMISSION

MINUTES – 1 (2015)

GENERAL BOARD OF DIRECTORS’ MEETING

Thursday, March 5, 2015 – 7:00 p.m.

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

BOARD OF DIRECTORS:

Bill Graff (absent)	Village of Arrowwood	Brad Koch (absent)	Village of Lomond
Jane Jensen	Village of Barnwell	Richard Van Ee	Town of Magrath
Ed Weistra	Village of Barons	David Hawco	Town of Milk River
Tom Rose	Town of Bassano	Rafael Zea (absent)	Village of Milo
Fred Rattai	City of Brooks	Christophe Labrune	Town of Nanton
Jim Bester	Cardston County	Gordon Simpson (absent)	County of Newell
Dave Edmonds (absent)	Town of Cardston	Pete Pelley	Village of Nobleford
Cecil Sabourin	Village of Carmangay	Teresa Feist	Town of Picture Butte
Jamie Smith	Village of Champion	Garry Marchuk	M.D. of Pincher Creek
Betty Fieguth	Town of Claresholm	Don Anderberg	Town Pincher Creek
Bill Chapman (absent)	Town of Coaldale	Ronald Davis (absent)	M.D. of Ranchland
Sheldon Watson	Town of Coalhurst	Greg Robinson (absent)	Town of Raymond
Ken Galts	Village of Coutts	Barry Johnson	Town of Stavely
Garry Hackler (absent)	Village of Cowley	Ben Nilsson	Village of Stirling
Bill Kovach	Mun. Crowsnest Pass	Ben Elfring	M.D. of Taber
Dave Filipuzzi	Mun. Crowsnest Pass	Margaret Plumtree	Town of Vauxhall
Gordon Wolstenholme	Town of Fort Macleod	Rod Ruark (absent)	Vulcan County
Darrell Edwards (absent)	Village of Glenwood	Rick Howard (absent)	Town of Vulcan
John Connor	Town of Granum	David Cody	County of Warner
Monte Christensen (absent)	Village of Hill Spring	Ian Glendinning	Village of Warner
Henry Doeve (absent)	County of Lethbridge	Henry Van Hierden	M.D. Willow Creek

STAFF:

Lenze Kuiper	Director	Diane Horvath	Planner
Mike Burla	Senior Planner	Gavin Scott	Planner
Steve Harty	Senior Planner	Cam Klassen	Assistant Planner
Bonnie Brunner	Planner	Barb Johnson	Executive Secretary
Ryan Dyck	Planner		

AGENDA:

1. **Approval of Agenda** – March 5, 2015
2. **Approval of Minutes** – December 4, 2014 (attachment)

3. **Business Arising from the Minutes**
4. **Guest Speaker:**

Carol Robinson – Municipal Relations Specialist, Rogers Communications
“Cell Tower Siting & Municipal Concurrence”
5. **Reports**
 (a) Executive Committee Report..... (handout)
 (b) GIS Update.....
 (b) Regional Assessment Review Board Update
6. **Business**
 (a) South Saskatchewan Regional Plan Workshop.....
 (b) Subdivision and Development Appeal Board Training.....
 (b) Unaudited 2014 Financial Performance
7. **Accounts**
 (a) Summary of Balance Sheet and Statement of Income for the 12-month period:
 January 1 - December 31, 2014..... (attachment)
8. **Adjournment** – June 4, 2015

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

1. APPROVAL OF AGENDA

Moved by: David Hawco

THAT the Board of Directors approve the agenda of March 5, 2015, as presented. **CARRIED**

2. APPROVAL OF MINUTES

Moved by: Tom Rose

THAT the Board of Directors approves the minutes of September 4, 2014, as amended:

CHANGE: Fred Rattai (City of Brooks) nominated Tom Rose to the Executive Committee.

CARRIED

3. BUSINESS ARISING FROM THE MINUTES

None.

4. GUEST SPEAKER

CAROL ROBINSON – Municipal Relations Specialist, Rogers Communications
“Cell Tower Siting & Municipal Concurrence”

Carol Robinson (Municipal Relations Specialist, Rogers Communications) and Trevor Martens (Acquisition Agent, Evolve Surface Strategies Inc.) gave an overview of the cell tower siting process.

Wireless Facts

- 1985 – 6,000 subscribers; 2005 – 12,500,000 subscribers; 2015 – 22,000,000 subscribers
- More than ½ of 911 calls are made from a cell phone (more like 75%)
- Significant economic impact – \$37 billion invested in communication infrastructure between 1985 and 2013 and \$5.7 billion annually in auction fees

Data Consumption / Need & Necessity

- A single laptop can generate as much traffic as 488 basic-feature phones; a smartphone creates as much traffic as 35 basic-featured phones
- Radio frequency engineers detect gaps in the network by tracking dropped calls in areas
- Future consumer data requirements are being forecasted along with the increase in industrial expansion communication requirements
- In order to provide consumers with the speed, reliability and capacity they demand of the network, many small base stations are required
- The number of calls in a cell is limited – at capacity, it reduces the coverage footprint in order to provide service to the closest users
- Infrastructure demand not only based on standard communication requirements, also:
 - Amber Alert
 - Monitoring vital signs (paramedics, seniors, etc.)
 - Locator/GPS
 - Oil/Gas Well Monitoring
 - Smart Farming
 - Smart Home Monitoring
 - GPS/locator – Emergency Services
 - Monitoring Baby Pajamas

Site Acquisition

- Site Acquisition process:
 - Initial Field Scouting (search area)
 - Site Candidate Information Package
 - Municipal Pre-Consult
 - Qualifications
 - Lease Acquisition
 - Public Consultation

- Letter of Concurrence – rather than a development permit from the municipality because it is a federal jurisdiction
- Industry Canada Approval – federally regulated so no recourse if landowners object to siting, etc.

Co-Location

- Co-location is preferred when possible. Reasons existing infrastructure may not be suitable:
 - Height restrictions
 - Short-term lease
 - Does not meet structural analysis
 - Co-location application timelines unreasonable, as application is submitted to a non wireless provider

Municipal Challenges

- Municipal challenges include:
 - Aviation Concerns
 - Neighbor Disputes
 - Health and Safety Concerns
 - Environmental Issues and Concerns
 - Property Values
 - Ability to balance customer demand/complaints with resident concerns and NIMBYISM (not in my back yard); also NOTE (not over there either)

Regulations / Process

- Municipalities can set their own notification regulations through their Land Use Bylaw.
- Before and during construction of a tower Rogers ensures their tower meets or exceeds all current standards and requirements.
- To comply with the requirements of Industry Canada after consultation with the municipality, necessary public consultation and before proceeding with construction on a proposed telecommunications tower, Rogers submits their proposal to the following federal agencies for approval:
 - Transport Canada
 - NAV CANADA
 - Industry Canada – Consultation Process Review
- Health Canada is the governing federal agency charged with protecting the health and safety of Canadians. They have developed safety guidelines that set limits for safe human exposure to electromagnetic energy from radiofrequency devices including cell phones and radio base stations referred to as Safety Code 6.

Questions

- Q – How close to a tower can you be (noise, electrical current, etc.)?
 A – There shouldn't be any noise – if there is, a technician should be called.
- Q – What is the cost to put up a cell tower?
 A – Approximately \$0.5 million per site.
- Q – How much revenue can a landowner expect with a tower on their property?
 A – \$5,000 - \$25,000 per year (leases 20-25 years).

- Q – How much time is usually between approval and construction?
 A – About 3 years.
- Q – How much time is usually between approval and construction?
 A – About 3 years.
- Q – If the municipality gives a letter of non-concurrence, how successful are you in going ahead with the tower?
 A – Industry Canada wants Rogers to work with the municipality to get approval.
- Q – What are some examples of small base stations?
 A – Light standards, side of buildings, church crosses, etc.
- Q – Can the municipality include a waiver of liability in their letter of concurrence and can Rogers provide a checklist and statement of liability that can be used?
 A – Ms. Robinson will go away and investigate the liability issue and can provide a standard letter of concurrence, if desired.

Carol Robinson
 Municipal Relations Specialist
 Rogers Communications
 #700, 500 - 4 Ave. S.W.
 Calgary, Alberta T2P 2V6
 rogers.com

Tel. (403) 730-2627
 Mobile (403) 618-3943
 Fax (403) 730-2971
carol.robinson@rci.rogers.com

5. REPORTS

(a) Executive Committee Report (attachment)

Moved by: John Connor

THAT the Board of Directors receive the Executive Committee Report for the meetings of February 12, 2015, as information. **CARRIED**

(b) GIS Update

- Public GIS access – if you have not contacted our GIS department for a public portal and wish to have one, please remind your CAO to give us a call.
- Final Grant Report for the 2013 Ortho Project has been submitted and accepted by Municipal Affairs. Optional satellite Imagery is available through a partnership with BlackBridge Geomatics:

40 / 50 cm resolution vs. orthophoto of 7 cm
 Cost is \$1675 - \$1875 (half the price of commercially available imagery)

(c) Regional Assessment Review Board Update

- The RARB is an impartial Board given authority through the Municipal Government Act which hears formal complaints with regard to Notice of Assessments or Tax Notices. It is the role of the RARB to determine if the information found on a Notice of Assessment or Tax Notice is correct and that the assessment is fair and equitable, taking into consideration assessments of similar properties or businesses in the same municipality. Board Members have a wide range of experience and are all elected officials acting as citizens-at-large outside of the complainant's jurisdiction.

- ORRSC's RARB mandate is:
 - To exercise the functions of a Local Assessment Review Board (LARB) and a Composite Assessment Review Board (CARB) under provisions of the MGA and participating member municipal bylaw
 - To provide a fully trained and certified Assessment Review Board Clerk
 - To provide and maintain a geographically dispersed Board consisting of municipally elected officials trained and certified by Municipal Affairs
 - To process, schedule and hold RARB hearings in accordance with legislation and regulation
 - To distribute the RARB decision to all affected parties and maintain a file of the hearing for a period of seven years
 - To have participating RARB municipalities pay for the costs associated with Board and Clerk certification and LARB/CARB appeals
- 24 ORRSC municipalities currently participate at an administrative cost of \$200/year.
- ORRSC also processed 18 SDAB appeals and participated in 1 MGB appeal during 2014.

6. BUSINESS

(a) South Saskatchewan Regional Plan Workshop

- ORRSC will host a Workshop in conjunction with Municipal Affairs, Land-Use Secretariat, and southern Alberta Mayors & Reeves on "Complying with the SSRP" to be held in May or June. Workshop topics to include:
 - Statutory Declarations
 - Document Reviews
 - Complaints
 - Variances
 - Compensation
- Invitations will be sent to southern Alberta municipalities as soon as the date and agenda are finalized with the Land Use Secretariat's office.

(b) Subdivision and Development Appeal Board Training

- A Subdivision and Development Appeal Board Training session is planned for May or June as well which will review the following:
 - SDAB Bylaws, Membership and Powers
 - Legislative and Planning Considerations
 - Overview of the Subdivision and Development Process
 - Appeals to the SDAB
 - Common Law Substantive Limitations
 - Procedural Constraints and Rules of Natural Justice
 - Appeal Hearings, Roles, Evidence, Communicating, Decisions and other Issues
- This training will be largely generic. Municipalities can contact their planner to review your own Land Use Bylaw and statutory plans with your SDAB.

(c) Unaudited 2014 Financial Performance

- The Director reviewed highlights of 2014 financial performance (unaudited).

Moved by: Richard Van Ee

THAT the Board of Directors receive the GIS Update, Regional Assessment Review Board Update, South Saskatchewan Regional Plan Workshop, Subdivision and Development Appeal Board Training and Unaudited 2014 Financial Performance, as information. **CARRIED**

7. ACCOUNTS

**(a) Summary of Balance Sheet and Statement of Income for the 12-month period:
January 1 - December 31, 2014**

Moved by: Jane Jensen

THAT the Board of Directors accept the Summary of Balance Sheet and Statement of Income for the 12-month period: January 1 - December 31, 2014, as information. **CARRIED**

8. ADJOURNMENT

Moved by: Garry Marchuk

THAT we adjourn the General Board of Directors' Meeting of the Oldman River Regional Services Commission at 8:40 p.m. until **Thursday, June 4, 2015 at 7:00 p.m.** **CARRIED**

/bj

CHAIR: _____





3105 - 16th Avenue North
Lethbridge, Alberta T1H 5E8

RECEIVED
JUN 16 2015

Phone: (403) 329-1344
Toll-Free: 1-877-329-1387
Fax: (403) 327-6847
E-mail: admin@orrsc.com
Website: www.orrsc.com

June 11, 2015

File: 30B-19

Marian Carlson
Chief Administrative Officer
Town of Claresholm
Box 1000
Claresholm, AB
TOL 0T0

Dear Ms. Carlson:

Re: ORRSC Annual Report and Financial Statements 2014

At the June 4, 2015 Annual General Board of Directors' Meeting, the Oldman River Regional Services Commission 2014 Annual Report was accepted. Financial statements for the fiscal year ending December 31, 2014 are included as part of this report.

I am pleased to enclose a copy of the Annual Report for your reference and use.

Yours truly,

Lenze Kuiper
Director

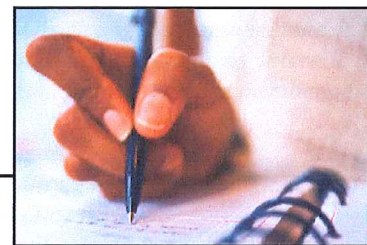
LK/bj
Enclosure

**Full report is available at the
Town Office for anyone who
wishes to view it. KW**

2014 ANNUAL REPORT

Oldman River Regional Services Commission

FINANCIAL STATEMENTS



**Year Ending
December 31, 2014**

<http://www.orrsc.com>



OLDMAN RIVER REGIONAL SERVICES COMMISSION

CHAIR'S MESSAGE

Dear Municipal Members:

Our Board, our Executive and our Staff continued to work hard in 2014 to achieve solid results for our member municipalities. We increased our focus on member services, leadership and professional advice, financial accountability and performance. These are key areas that we know drive stronger service results and have the greatest impact on member and municipal value.

ORRSC's proven strategy (65 years strong) – well executed by a committed and professional staff – contributed to consistent service, solid advice, good land use plans and customized web-based geographic information services for all members.

GUIDED BY GOVERNANCE

Effective municipal governance is an important foundation for ORRSC's strong performance and is fundamental to our success. Governance provides proper oversight and accountability, strengthens internal and external relationships, builds trust with our members and promotes the long-term interests of those members and ultimately their citizens.

In 2014, your Board expanded its commitment to financial sustainability. In fact, a commitment to more stable funding and tackling reserve dedications is a reflection of our recent policy review.

We also continued our focus on Board training with attendance at the Community Planning Association of Alberta Conference in Red Deer and in-house workshops and information sharing sessions.

A HISTORY OF STRONG LEADERSHIP

I am honoured to continue as Chair into 2015, and to welcome three new members – Bill Chapman, David Hawco, and Tom Rose to the Executive table. We stand to benefit from the leadership and expertise of each one of them. Also, we wish to thank departing Executive members Bill Martens, David Edmonds and Anne Marie Philipsen for their excellent contributions to the Commission in 2014.

POSITIONED FOR LONG-TERM SUCCESS

ORRSC continues to be a model for success in the delivery of shared municipal services. This speaks to the strength and stability of our local municipal system, our decision making autonomy and our willingness to work together and pool our ever-stretched resources. With ORRSC's sound strategy and strong leaders, I have every confidence that we will continue to build on our 65-year record of success.

I would like to thank our Staff, our Board and our Municipalities around southern Alberta (along with our GIS partners in central Alberta) who ultimately help our communities to be better places. And finally, I am truly privileged to work with this team, which brings commitment and enthusiasm to work each day – and carries it forward to enrich their communities.



Gordon Wolstenholme, Chair
Oldman River Regional Services Commission

BOARD OF DIRECTORS

Membership as at December 31, 2014 consisted of the following 41 municipalities, all of which had appointed members to the Board of Directors. Four Board of Directors' meetings were held between January 1 and December 31, 2014. Representation from the municipalities is listed below:

MUNICIPALITY	CURRENT MEMBER	FORMER MEMBER (part of 2014)
Arrowwood (Village)	Bill Graff	
Barnwell (Village)	Jane Jensen	
Barons (Village)	Ed Weistra	
Bassano (Town)	Tom Rose	
Brooks (City)	Fred Rattai	
Cardston (County)	Jim Bester	
Cardston (Town)	Dave Edmonds	
Carmangay (Village)	Cecil Sabourin	
Champion (Village)	Jamie Smith	
Claresholm (Town)	Betty Fieguth	
Coaldale (Town)	Bill Chapman	Bill Martens
Coalhurst (Town)	Sheldon Watson	
Coutts (Village)	Ken Galts	
Cowley (Village)	Garry Hackler	
Crowsnest Pass (Municipality)	Bill Kovach & Dave Fillipuzzi	
Fort Macleod (Town)	Gordon Wolstenholme	
Glenwood (Village)	Darrell Edwards	
Granum (Town)	John Connor	Shirley Murphy
Hill Spring (Village)	Monte Christensen	
Lethbridge (County)	Henry Doeve	
Lomond (Village)	Brad Koch	
Magrath (Town)	Richard Van Ee	
Milk River (Town)	David Hawco	
Milo (Village)	Rafael Zea	Scott Schroeder
Nanton (Town)	Christophe Labrune	
Newell (County)	Gordon Simpson	Anne Marie Philippen
Nobleford (Village)	Pete Pelley	
Picture Butte (Town)	Teresa Feist	
Pincher Creek (M.D. No. 9)	Garry Marchuk	
Pincher Creek (Town)	Don Anderberg	
Ranchland (M.D. No. 66)	Ronald Davis	
Raymond (Town)	Greg Robinson	
Stavelly (Town)	Barry Johnson	
Stirling (Village)	Ben Nilsson	
Taber (Municipal District)	Ben Elfring	
Vauxhall (Town)	Margaret Plumtree	Russell Norris / Linda English
Vulcan (County)	Rod Ruark	
Vulcan (Town)	Rick Howard	Paul Taylor
Warner (County No. 5)	David Cody	Don Heggie
Warner (Village)	Ian Glendinning	Jon Hood
Willow Creek (M.D. No. 26)	Henry Van Hierden	

CHAIR AND VICE-CHAIR

The Chair and Vice-Chair from January 1 to December 4, 2014 were:

- Chair** – Gordon Wolstenholme (Town of Fort Macleod)
Vice-Chair – Henry Van Hierden (M.D. of Willow Creek No. 26)

At the December 4, 2014 Annual Organizational Board of Directors' meeting, both the Chair and Vice were re-elected to their positions for the period December 4, 2014 to December 3, 2015.

EXECUTIVE COMMITTEE

The Executive Committee is responsible for financial and administrative concerns including budget preparation, approval of accounts, procedures and policies for hiring and dismissal of staff, and specific issues affecting administration or policy. Seven meetings were held between January 1 and December 31, 2014.

The following served on the Executive Committee from January 1 to December 4, 2014:

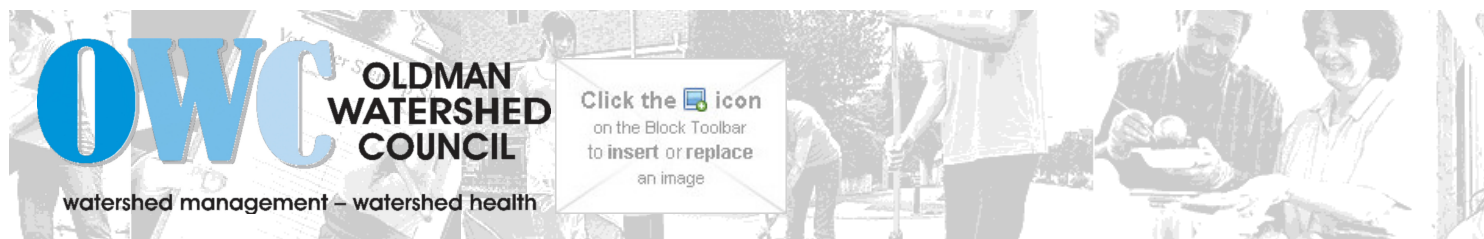
- Gordon Wolstenholme – Town of Fort Macleod (**Chair**)
 Henry Van Hierden – M.D. of Willow Creek No. 26 (**Vice-Chair**)
 Anne Marie Philipsen – County of Newell
 Don Anderberg – Town of Pincher Creek
 Jim Bester – Cardston County
 Dave Edmonds – Town of Cardston
 Bill Martens – Town of Coaldale

At the December 4, 2014 Annual Organizational Board of Directors' meeting, the following members were elected to serve on the Executive Committee from December 4, 2014 to December 3, 2015:

- Gordon Wolstenholme – Town of Fort Macleod (**Chair**)
 Henry Van Hierden – M.D. of Willow Creek No. 26 (**Vice-Chair**)
 Don Anderberg – Town of Pincher Creek
 Jim Bester – Cardston County
 Bill Chapman – Town of Coaldale
 David Hawco – Town of Milk River
 Tom Rose – Town of Bassano

STAFF**CURRENT STAFF (as at December 31, 2014)**

DIRECTOR	– Lenze Kuiper (permanent contract)
SENIOR PLANNER	– Mike Burla (permanent)
SENIOR PLANNER	– Steve Harty (permanent contract)
PLANNER	– Bonnie Brunner (permanent contract)
PLANNER	– Spencer Croil (permanent contract)
PLANNER	– Ryan Dyck (permanent contract)
PLANNER	– Diane Horvath (permanent contract) – maternity leave to June 30/14
PLANNER	– Perry Neufeld (permanent contract) – to April 30/14
PLANNER	– Gavin Scott (permanent contract)
ASSISTANT PLANNER	– Cam Klassen (contract) – from January 27/14
ASSISTANT PLANNER	– Leda Kozak Tittsworth (permanent contract)
ASSISTANT PLANNER	– Katherine Mertz (permanent contract) – 40% part-time to May 31/14
GIS TECHNOLOGIST	– Steven Ellert (permanent contract) – 45% part-time
CAD/GIS TECHNOLOGIST	– Kaylee Kinniburgh (permanent contract)
CAD/GIS TECHNOLOGIST	– Mladen Kristic (permanent contract)
GIS ANALYST	– Jaime Thomas (permanent contract)
GIS ANALYST	– Jordan Thomas (permanent contract)
EXECUTIVE SECRETARY	– Barb Johnson (permanent contract) – 80% part-time
BOOKKEEPER	– Sherry Johnson (permanent)
SUBDIVISION TECHNICIAN	– Gail Kirkman (permanent contract)



OWC **OLDMAN
WATERSHED
COUNCIL**
watershed management – watershed health

Click the  icon
on the Block Toolbar
to insert or replace
an image

When

Tuesday June 23, 2015 from 9:00 AM to 3:00 PM MDT
Registration: 8:30 am - 9 am

 [Add to Calendar](#)

Where

Readymade Community Centre
is located at the corner of
Highway 512 east and 512 north,
approx. 20 km east of Lethbridge on Highway 512
approx. 30 minute drive

\$25 members, \$35 non-members, \$10 students

Contact

Bev Bellamy
Oldman Watershed Council
403-381-5145
bev@oldmanbasin.org



[Join Our Mailing List!](#)

OWC AGM - Celebrating 10 Years!

We have accomplished a lot over the last decade and it's time to celebrate!

This year we are featuring our 3 big projects from last fiscal year - implementing the Headwaters Action Plan, a groundwater study near Fort Macleod and the addition of many new communications tools, like our new Oldman emblem!

We will also be electing four members-at-large, approving the audited financial statements and recognizing our Directors from the past decade. Andrew Hurly, Vice Chair is one of the founding directors and will share his thoughts on the past ten years and our major accomplishments over that time.

And, of course, there will be time to socialize with friends, meet new people, eat a yummy lunch and cake!

We are holding this year's AGM at the Readymade Community Centre this year and could use some help! Check out the registration form and check what you might be interested in, and Bev will contact you.

[Register Now!](#)

OWC Annual General Meeting Agenda
Readymade Hall
Readymade, Alberta
Tuesday, June 23rd, 2015
\$25 members, \$35 non-members, \$10 students
Register by June 18

- | | |
|-------------------|---|
| 8:30am – 9:00am | Registration |
| 9:00am – 9:10am | Welcome and Introductions by Doug Kaupp, Chair |
| | Meeting Called to Order and declaration of quorum |
| | Approval of Agenda |
| | Acceptance of Minutes from June 25, 2014 AGM |
| 9:10am – 9:30am | Presentation/Approval of Audited Financial Statements - Mercer Wilde |
| 9:30am – 10:00am | <i>Our 10 Year Journey</i> by Andy Hurly, Vice-Chair and Founding Director |
| 10:00am – 10:15am | Tribute to Directors |
| 10:15am – 10:30am | Member at Large Election |
| 10:30am – 11:00am | Break |
| 11:00am – 11:30am | Announce Election Results and Welcome New Board of Directors |
| 11:30am – 12:00pm | <i>Have you seen the Oldman?</i> by Anna Garleff, Communications Specialist |
| 12:00pm – 1:00pm | Lunch |
| 1:00pm – 1:30pm | <i>Action in the Headwaters</i> by Connie Simmons, Headwaters Coordinator |
| 1:30pm – 2:00pm | <i>Fort Macleod Groundwater Study</i> by Joan McNeil, LandWise Inc. |

OWC AGM - Celebrating 10 Years!

2:00pm – 2:30pm Accomplishments over the past year

2:30pm – 3:00pm *Wrap Up and What's in Store* by Shannon Frank, Executive Director

3:00pm Motion to adjourn

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 April 30th, 2015 at 3:00 P.M.

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

1. Chair Earl Hemmaway called the Meeting to Order at 3:00 P.M.

2. Approval of Agenda

15.39 **Moved by Gord Wolstenholme** to approve the Agenda as presented.

CARRIED 5-0

3. Delegations

There were no delegations.

4. Approval of Minutes

15.40 **Moved by Barry Johnson** to approve the Minutes of the March 26th, 2015 meeting as presented.

CARRIED 5-0

5. Financial Information

a) Approval of Accounts Payable

Cheryl presented the members with the Accounts Payable in the amount of \$9299.90

15.41 **Moved by Lyal O'Neill** to pay the Accounts Payable in the amount of \$9299.90.

CARRIED 5-0

b) Bank Reconciliation March

Cheryl presented the bank reconciliation for the month of March.

15.42 **Moved by Gord Wolstenholme** to accept the bank reconciliation for the month of March.

CARRIED 5-0

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility April 30th, 2015 at 3:00 P.M.

5. Financial Information cont'd

c) GST Refund – For Information

Cheryl reported that the WCRWMSC has received the 2014 GST refund in the amount of \$13 319.21.

d) Budget vs. Actual 1st Quarter – For Information

Cheryl provided the members with a budget vs actual numbers report for the first quarter of the year.

e) GIC Balance – For Information

Cheryl provided the members with the GIC Account balances as of March 31, 2015.
ATB Financial GIC balance \$485 214.36
Credential Securities market value \$103 260.34

f) GIC Reinvestment

Cheryl reported that there will be a GIC of \$95837.72 maturing in May and that there is a large amount of money in the WCRWMSC deposit account. There are several more GIC's maturing in the near future as well. The Commission will need access to funds to pay for the building addition. Cheryl recommended that the members re-invest \$200 000 (two hundred thousand dollars). Cheryl provided best rates from ATB and Credential. Credential had best rate, however Cheryl asked ATB if they could match the rate. At the time of the meeting, Cheryl had not heard back from ATB Financial.

15.43 **Moved by Shirley Murphy** to invest \$200 000.00 for a two year term with ATB Financial with the condition that the interest be 1.86% or greater.

CARRIED 5-0

6. New Business

a) RCA Conference Sept. 30-Oct. 2, 2015

Cheryl reported that registration is open for the RCA Conference in Banff. Registration per person is \$550.00, plus accommodations and travel expense. Chair Hemmaway asked if Cheryl wanted to attend the conference. Cheryl felt that Commission money would be better served elsewhere.

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility April 30th, 2015, at 3:00 P.M.

6. New Business cont'd

b) Member Rates-Compost

Cheryl reported that The Town of Fort Macleod had hauled several loads of ash/compost. This refuse does not get landfilled, we use it for daily cover. In the past the Commission has offered a reduced rate to our members for this type of refuse.

15.44 **Moved by Lyal O'Neill** that the tipping fees for compost be set at \$30.00 per metric tonne for Commission members.

CARRIED 5-0

c) ARMA Grant

Cheryl reported that the Alberta Recycling Management Authority was offering a 50-50 grant to be used for the advertising of our tire, paint and electronics recycling. Cheryl felt this may be a good opportunity to further educate the residents within the MD boundaries. A flyer mail out to all post office boxes in Nanton, Stavely, Claresholm, Granum and Fort Macleod would cost approximately \$860.00 with our portion being half of that. We could include information regarding the items that we accept for recycling, the items which are restricted as well as our hours of operation, tipping fees etc. Doing this would reach a large portion of the residents using the landfill facility directly. We would also include this information in the MD, Stavely and Granum newsletters.

15.45 **Moved by Barry Johnson** to have Cheryl move forward with this opportunity.

CARRIED 5-0

7. Old Business

a) Rat Baiting – For Information

Cheryl reported that she had contacted Carla at the MD of Willow Creek regarding the purchase of rat bait and baiting stations. Carla has informed Cheryl that the bait and stations have been ordered.

b) Draft Bylaw 1-2015

Cheryl provided the members with 2 draft bylaws regarding the appointment of the Board of Directors and the designation of the Chair and Vice Chair. Both drafts were identical, with exception to Sections 3.2 and 3.3.1. Draft #1, Sec. 3.2 and 3.3.1 referred to length of terms being 4 years, while Draft #2, Sec. 3.2 and 3.3.1 referred to length of terms being 1 year. Cheryl reported that she previously sent both drafts to Municipal Affairs for pre-approval.

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility April 30th, 2015, at 3:00 P.M.

7. Old Business

b) Draft Bylaw 1-2015 cont'd

Once the members choose one draft, give it three readings, sign and seal it, Cheryl will send it to the Minister of Municipal Affairs for approval. Only when it is approved by the Minister, will it replace WCRWMS Commission Bylaw 001-93.

The members exchanged dialogue in order to decide which draft would be better suited for the Commission. After much discussion, the members decided to discard Draft #2 accept Draft # 1 for first reading.

15.46 Moved by Lyal O'Neill to give first reading to Bylaw 1-2015
CARRIED 5-0

15.47 Moved by Barry Johnson to give second reading to Bylaw 1-2015
CARRIED 5-0

15.48 Moved by Gord Wolstenholme to proceed to third reading of Bylaw 1-2015
CARRIED 5-0

15.49 Moved by Shirley Murphy to give third and final reading to Bylaw 1-2015
CARRIED 5-0

c) Safety Manual

15.50 Moved by Lyal O'Neill to table the Safety Manual until May 28, 2015 at 2:00 p.m.
CARRIED 5-0

d) SAEWA

The members discussed in detail the information acquired at the Annual General Meeting of SAEWA on April 24th, 2015 in Champion, Alberta. Member O'Neill reported that the Town of Claresholm decided to remain a member of SAEWA and have approved payment of 40 cents per capita. Claresholm Town Council wants to remain a member until they see the governance and business plan in place. Claresholm felt they could not make a good judgement without a governance and business plan. Chair Hemmaway reported that Councilor Glem Alm rescinded his motion to pay the SAEWA membership, and that the MD of Willow Creek Council felt that the WCRWMS Commission should decide whether the waste Commission remains a member of SAEWA. Member Johnson stated that due to the small size of Stavely, and the insignificant cost associated with membership, that the Town of Stavely would follow with what Claresholm, Fort Macleod and the MD decided. Member Murphy from the

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility April 30th, 2015, at 3:00 P.M.

7. Old Business

d) SAEWA cont'd

Town of Granum was of the same belief as member Johnson. Member Wolstenholme from the Town of Fort Macleod wanted the opportunity to take the information back to his Council.

15.51 Moved by Gord Wolstenholme to table the decision on the SAEWA membership until the next regular Commission meeting on May 28, 2015.

CARRIED 5-0

8. Correspondence

a) Town of Claresholm

The Town of Claresholm responded to our correspondence of March 31, 2015 regarding the outstanding invoice for Wednesday opening. The Town of Claresholm council has voted to pay the outstanding invoice amount of \$1000.00, however will not pay the service charges. Cheryl invoiced Claresholm for service charges on the outstanding amount on April 1, 2015. Acting in good faith the members agreed to reverse the service charges.

15.52 Moved by Gord Wolstenholme to reverse the \$20.00 service charge invoiced on April 1, 2015 to the Town of Claresholm.

CARRIED 5-0

9. General Landfill Information

a) Freon Removal Course – Alberta CARE

Cheryl explained that Alberta CARE will be hosting a freon removal course based in Southern Alberta and would like to send an employee for this training. The purchase of removal equipment together with the training would save us freon removal costs in the future.

15.53 Moved by Shirley Murphy to authorize Cheryl to send one employee to the upcoming freon removal course and that the WCRWMS Commission cover all associated costs.

CARRIED 5-0

b) WHMIS – For Information

Cheryl reported that all landfill staff attended WHMIS training, a requirement of OH&S, at the MD of WC office.

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility April 30th, 2015, at 3:00 P.M.

10. In Camera

15.54 **Moved by Barry Johnson** to go In Camera
CARRIED 5-0

15.55 **Moved by Gord Wolstenholme** to come out of In Camera
CARRIED 5-0

a) Correspondence Mr. Armstrong

Chairman Hemmaway stated that he thought the Commission should entertain the idea of a surveillance/security system. Member O'Neill was supportive of that as well and certainly would like that included in the building addition. Member Wolstenholme stated that the Town of Fort Macleod put up surveillance equipment in their recycling area and learned that it is important to purchase high quality, otherwise it can prove to be counter-productive.

15.56 **Moved by Barry Johnson** that Cheryl investigate the costs associated with the purchase and installation of surveillance equipment.
CARRIED 5-0

15.57 **Moved by Shirley Murphy** that Chairman Hemmaway send notice to Mr. Armstrong that he no longer has the privilege of using the Willow Creek landfill facility.
CARRIED 5-0

b) Account Applications

15.58 **Moved by Gord Wolstenholme** that the CAO use her discretion regarding the set up and management of charge accounts.
CARRIED 5-0

11. Adjournment

15.59 **Moved by Gord Wolstenholme** to adjourn the meeting at 5:25 p.m.
CARRIED 5-0

Chairman Earl Hemmaway

Manager Cheryl Guenther



To Town of Clareholm Staff
and Council

With Appreciation

Thanks for all the services you provide
for all of us in Clareholm.
We do appreciate all of you.

Ron + Joyce Mayled

CHAMBER OF COMMERCE

A NEW HANGING POT PROGRAM



As the Chamber continues to play a role in the beautification of Claresholm, we have developed and are excited to introduce a revamped 'Hanging Pot Program.' These amazing hanging plants are UV protected, have a 5 year expected life span, and best of all...No Water!!

For your contribution of \$100.00, we will recognize your Business as Champions of the Beautification of Claresholm on our Recognition sign, to be raised in Ringrose Park, this summer. Please send your cheque to the address below.

Claresholm & District Chamber of Commerce
Box 1092
Claresholm, AB T0L0T0

For your information, enclosed are notices for upcoming events within the AlbertaSW region. We encourage you to share these exciting opportunities with your community. We hope to see you there!

AlbertaSW

AlbertaSW UPCOMING EVENTS

Building your Business through the Travel Trade

- ❖ Tuesday, **June 16**, 2015, Pincher Creek
12 noon-1:30pm lunch, Heritage Inn
- ❖ Wednesday, **June 17**, 2015, Crowsnest Pass
12 noon-1:30pm lunch, Country Encounters
- ❖ Monday, **June 22**, 2015, Claresholm
12 noon-1:30pm lunch, Roy's Place
- ❖ Tuesday, **June 23**, 2015, Cardston
9:00am-10:30am breakfast, Cobblestone Manor

Travel Alberta "Dine and Learn" Sessions are **Free of Charge**.

For registration details and deadlines,

Please contact bev@albertasouthwest.com 403-627-3373

or visit www.industry.travelalberta.com



Waste to Energy: Holland-Germany Team Presentation

- ❖ Wednesday, **June 24, 2015**-12:00 noon
Fort Macleod Curling Club - 235 21st Street

Be our guest for lunch, presentation, questions and discussion.

A team of representatives from Holland and Germany, including engineers, construction specialists and investors will present information on successfully operating technology.

Representatives from industry and provincial government will be in attendance.

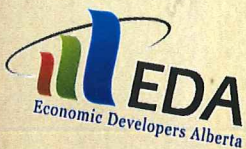
Please RSVP to bev@albertasouthwest.com _403-627-3373 **by June 19, 2015.**



Economic Development for Elected Officials

- ❖ Wednesday, **September 30, 2015** - 10:00am to 4:00pm
Fort Macleod Curling Club - 235 21st Street

Please RSVP to bev@albertasouthwest.com _403-627-3373



"Making the Connection" US/Canada GOLF TOURNAMENT AND NETWORKING

❖ THURSDAY, JULY 23, 2015, EUREKA MT Wilderness Club, "Montana's #1 golf course"

You are invited to be part of "Making the Connection" between Montana and Canada.

Eureka Rural Development Partners (ERDP) have invited AlbertaSW to be a joint organizing partner for this event.

The goal is to establish a successful venue for creating business opportunities on both sides of the border, improving and expanding business relations between British Columbia, Alberta, and Montana.



**** Perhaps AlbertaSW can partner to sponsor tee, green and/or golf carts?**

Call Bev if your community is interested in participating in some way; we can coordinate sponsorship.

SPONSORSHIP OPPORTUNITIES AVAILABLE:

Golf Cart Sponsors	\$50.00	<ul style="list-style-type: none"> • Signage with logo on a golf cart (can buy one or more) • Buy 3 or more and price is \$30/each.
Green Sponsors	\$150.00	<ul style="list-style-type: none"> • Sign on Green with logo • Written Recognition at the Closing Reception • Brochures/business cards (small publicity items) on tables at reception
Tee Box Sponsors	\$300.00	<ul style="list-style-type: none"> • Sign with logo on the Tee • Written Recognition at the Reception • Opportunity to include promotional items in Golfer's Gift Bag (must have 122 items to ERDP by July 18th) • Brochures/business cards (small publicity items) tables at the reception • Ability to set up booth for giveaways/interaction at Tee Box (must not hold up play)
19 th Hole Cart Sponsor	\$400.00	<ul style="list-style-type: none"> • Signage on beer cart during tournament (provided by sponsor) • Brochures/business cards (small publicity items) on tables at reception • Written Recognition the Reception • Signage at cash bar during Breakfast and Reception (provided by sponsor) • Opportunity to include promotional items in Golfer's Gift Bag (must have 122 items to ERDP by July 18th)
Tournament Sponsor	\$500.00	<ul style="list-style-type: none"> • Listed on Advertisements • Recognized at the Tournament Opening • Logo on Welcome Sign at the Summit and Tournament • Brochures/business cards (small publicity items) on tables at the reception • Opportunity to include promotional items in Golfer's Gift Bag (must have 122 items to ERDP by July 18th) • Written and oral Recognition at Reception • \$50 discount on a team registration
Reception Sponsor	\$750.00	<ul style="list-style-type: none"> • Listed on Advertisements/Recognized at the Tournament Opening • Separate Banner at Tournament • Brochures/business cards (small publicity items) on tables at the reception • Opportunity to include promotional items in Golfer's Gift Bag (must have 122 items to ERDP by July 20th) • Written and oral recognition at the Reception • \$100 discount on a team registration
Event Partner	\$1,250	<p>GLACIER BANK</p>

SOLD

SOLD



"CROWN EXPEDITION"

watch for more information about this new and exciting event!!

WHO: Steven Gnam (Photographer/Documenter/Runner), Mike Foote (North Face Ultra Runner Athlete), Mike Wolfe (North Face Ultra Runner Athlete), Buzz (Crew Person/Social Media)

WHAT: Run/trek the length of the Crown of the Continent from Missoula, Montana to Banff, Canada (400 miles).

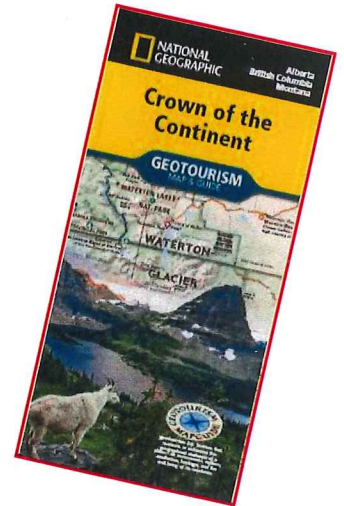
Much of the route will be along scenic ridges dropping into towns and trailheads to resupply.

WHY: The expedition is a medium to engage public in why the Crown of the Continent matters, documenting the Crown's mountain culture and connectivity of the wildlife corridor.

WHEN: Start mid-September 2015; finish end by early October, as per weather/trail conditions.

OUTPUTS:

- Video, photographs, social media; possibly submit video to Banff Film Festival?
- North Face Speaker Series; speaking engagements about the Crown of the Continent
- North Face *Never Stop Exploring* Blog
- Feature blog outputs on Crown of the Continent Geotourism media and partner sites.
- Submit images to *Outside* Online Magazine.
- Potential stories in *National Geographic Magazine*, *National Geographic Adventure Magazine*, and/or *National Geographic Traveler Magazine*.
- Travel Alberta social media team will amplify content on [#explorealberta](#) social channels.



Crown Roundtable Conference will be held in **Missoula MT**

❖ **Wednesday September 16-18, 2015.**

The expedition launch will be featured during this event.

