



TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
REGULAR COUNCIL MEETING  
OCTOBER 11, 2016  
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 SEPTEMBER 26, 2016

**ACTION ITEMS:**

1. BYLAW #1618 - AMENDMENT TO BYLAW #1534 – Unsightly Premises & Snow Removal RE: 1<sup>st</sup> Reading
2. CORRES: EQUUS  
RE: FortisAlberta Inc.
3. CORRES: Claresholm & District Fairboard  
RE: Theme
4. CORRES: Claresholm Arts Society  
RE: Letter of Support
5. CORRES: Economic Development Committee  
RE: Open House
6. REQUEST FOR DECISION: PLDE 09-16 – Street Tree Policy
7. REQUEST FOR DECISION: 2016 Infrastructure Project Tenders
8. REQUEST FOR DECISION: Municipal Right of Way Agreement – Axia
9. REQUEST FOR DECISION: Airport Water Service – Testing & Inspection
10. REQUEST FOR DECISION: Indoor Walking Group – Support Request
11. REQUEST FOR DECISION: Claresholm & District Fair Board – sponsorship & advertising
12. REQUEST FOR DECISION: Claresholm High School Rodeo – Sponsorship
13. INFORMATION BRIEF: Respectful Workplace and Progressive Discipline Policies
14. INFORMATION BRIEF: Council Resolution Status
15. ADOPTION OF INFORMATION ITEMS
16. IN CAMERA: Land, Employment

**INFORMATION ITEMS:**

1. MD of Willow Creek Notice of Decision
2. WCRWMSA – Meeting Minutes August 25, 2016
3. Senior Pro Rodeo Association – Thank you for sponsorship

**ADJOURNMENT**



**TOWN OF CLARESHOLM**  
**PROVINCE OF ALBERTA**  
**REGULAR COUNCIL MEETING MINUTES**  
**SEPTEMBER 26, 2016**

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

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

**REGRETS:** Councillor Chris Dixon

**STAFF PRESENT:** Chief Administrative Officer: Marian Carlson, Development Officer: Tara VanDellen

**MEDIA PRESENT:** Rob Vogt, Claresholm Local Press

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

**AGENDA:** Moved by Councillor Ford to add the Claresholm Community Singers Correspondence to the agenda.

**CARRIED**

Moved by Councillor McAlonan that the Agenda be accepted as amended.

**CARRIED**

**MINUTES:** **REGULAR MEETING – SEPTEMBER 12, 2016**

Moved by Councillor Fieguth that the Regular Meeting Minutes of September 12, 2016 be accepted as presented.

**CARRIED**

**ACTION ITEMS:**

1. **BYLAW #1614a – Rescind Bylaw #1614**  
**RE: 2nd & 3rd Readings**

Mayor Steel declared a pecuniary interest and left the meeting at 7:05pm.

MOTION #16-091 Moved by Councillor O’Neill to give Bylaw #1614a, a bylaw to rescind Bylaw #1614, 2<sup>nd</sup> reading.

**CARRIED**

MOTION #16-092 Moved by Councillor Fieguth to give Bylaw #1614a, a bylaw to rescind Bylaw #1614, 3<sup>rd</sup> and final Reading.

**CARRIED**

2. **BYLAW #1616 – Borrowing Bylaw**  
**RE: 2nd & 3rd Readings**

MOTION #16-093 Moved by Councillor McAlonan to give Bylaw #1616, A borrowing bylaw, 2<sup>nd</sup> reading.

Councillor Cutler requested a recorded vote. In favor; Councillors McAlonan, O’Neill, Ford and Fieguth. Opposed; Councillor Cutler.

**CARRIED**

MOTION #16-094 Moved by Councillor O’Neill to give Bylaw #1616, a borrowing bylaw, 3<sup>rd</sup> and Final reading.

Councillor Cutler requested a recorded vote. In favor; Councillors McAlonan, O’Neill, Ford and Fieguth. Opposed; Councillor Cutler.

**CARRIED**

Mayor Steel rejoined the meeting at 7:15 p.m.

3. **CORRES: Claresholm Community Singers**  
**RE: Canada 150 Grant request**

MOTION #16-095 Moved by Councillor Ford to apply on behalf of the Claresholm Community Singers to the Canada 150 Grant Program.

**CARRIED**

4. **CORRES: Alberta Municipal Affairs**  
**RE: MSI Projects**

Received for information.

5. **CORRES: Foothills Country Hospice Society**  
**RE: Gala Invitation**

Received for information.

6. **CORRES: Society of Local Government Managers - On the Edge of the Diving Board**  
**RE: Effective Problem Solving & Decision Making**

Received for information. Councillor Cutler will attend.

7. **CORRES: Association of Alberta Registry Agents – Pamela Wilson, CAO**  
**RE: Proposed Resolution - Town of Cardston – AUMA**

Received for information.

8. **CORRES: Judy VanAmerogan - Claresholm Housing Authority**  
**RE: Resignation from Claresholm Housing Authority Board**

MOTION #16-096 Moved by Councillor Cutler to accept the resignation from the Claresholm Housing Authority Board by Judy VanAmerogan with thanks.

**CARRIED**

9. **CORRES: Minister Laviree – AUMA**  
**RE: Meeting Request**

Received for information.

10. **CORRES: Friends of the Claresholm Public Library Society**  
**RE: Invitation – Pink Tea, Oct 18, 2016**

Received for information. Mayor Steel will attend and give welcome address.

11. **REQUEST FOR DECISION: Community Peace Officer 1 Collaboration Project**

MOTION #16-097 Moved by Councillor Cutler to enter into the Service Agreement with the Town of Fort Macleod for the Community Peace Officer 1 Collaboration Project.

**CARRIED**

12. **REQUEST FOR DECISION: Curling Club Lease Renewal**

MOTION #16-098 Moved by Councillor Fieguth to approve a five (5) year lease with the Claresholm Curling Club for the property located at 430 53 AVE East, with an option to renew for a further five year term.

**CARRIED**

13. **REQUEST FOR DECISION: 2017 Oldman River Region Urban Orthophotography Project**

MOTION #16-099 Moved by Councillor McAlonan to participate in an application for the 2017 Oldman River Region Urban Orthophotography Project submitted by the Town of Olds under the Intermunicipal Collaboration component of the Alberta Community Partnership Grant.

**CARRIED**

14. **REQUEST FOR DECISION: Sidewalk Snow Removal Program**

Referred to Administration to prepare a bylaw amendment to Bylaw #1534.

15. **REQUEST FOR DECISION: Franchise Fee- FortisAlberta Inc.**

MOTION #16-100 Moved by Councillor McAlonan to increase the franchise fee percentage to 4% for 2017 as per Clause 5(a) of the Electric Distribution System Franchise Agreement with FortisAlberta Inc.

**CARRIED**

16. **INFORMATION BRIEF: Street Tree Policy PLDE 09-16**

Referred to Administration to present at the October 11<sup>th</sup>, 2016 Council meeting.

17. **INFORMATION BRIEF: Claresholm Society for the Arts Grant application update**

Received for information.

18. **INFORMATION BRIEF: CAO Report**

Received for information.

19. **INFORMATION BRIEF: Council Resolution Status**

Received for information.

20. **ADOPTION OF INFORMATION ITEMS**

Moved by Councillor Ford to adopt the information items as presented.

21. **IN CAMERA: Personnel, Land**

Moved by Councillor Cutler that the meeting go In Camera at 8:14 p.m.

**CARRIED**

Moved by Councillor Ford that this meeting come out of In Camera at 8:40 p.m.

**CARRIED**

Councillor O'Neill declared a pecuniary interest and left the meeting at 8:41 p.m.

MOTION #16-101 Moved by Councillor McAlonan to hire Chelsea O'Neill for a Senior Lifeguard position.

**CARRIED**

Councillor O'Neill rejoined the meeting at 8:42pm.

**ADJOURNMENT:** Moved by Councillor O'Neill that the meeting adjourn at 8:42 p.m.

**CARRIED**

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Mayor – Rob Steel

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Chief Administrative Officer – Marian Carlson

# **ACTION ITEMS**



**TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
BYLAW # 1618**

**A Bylaw of the Town of Claresholm to amend Bylaw #1534 being an Unsightly Premises and Snow Removal Bylaw.**

**WHEREAS**, under the authority of the Municipal Government of Alberta, being Chapter M-26 of the Revised Statutes of Alberta, R.S.A. 2000 and amendments thereto, the Council of a municipality may pass bylaws for the preventing of nuisances generally, and regulating untidy and unsightly private and public premises;

**AND WHEREAS** the Council deems it necessary to require the timely removal of ice and snow from the sidewalks located within the Town of Claresholm;

**NOW THEREFORE** under the authority and subject to the provisions of the Municipal Government Act, Council duly assembled does hereby enact the following:

1. The Town of Claresholm Bylaw #1534 shall be amended as follows:

**Section 7 – Snow & Ice on Sidewalks**

**Add: 7.1 (c) Council has the authority by way of resolution to provide for a variance to 7.1 (a) and (b).**

2. This Bylaw shall take effect on the date of final passage.
3. Bylaw #1534 is hereby amended.

Read a first time in Council this        day of        2016 A.D.

Read a second time in Council this        day of        2016 A.D.

Read a third time in Council and finally passed in Council this        day of        2016 A.D.

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Rob Steel, Mayor

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Marian Carlson, Chief Administrative Officer



# REQUEST FOR DECISION

Meeting: October 11, 2016

Agenda Item: 1

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## Unsightly Bylaw #1534 Unsightly Premises and Snow Removal Bylaw - Revisions to Section 7

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### **BACKGROUND:**

A concern was brought forward at the regular Council meeting on September 26, 2016 that perhaps the town policy for street and sidewalk snow removal could be in contravention of bylaw #1534, specifically the wording of:

- “an owner”; and
- The owner’s obligation to remove snow from “any public sidewalk”.

### **DISCUSSION/OPTIONS:**

Council can amend the bylaw by adding a clause as follows;

ADD: Council has the authority by way of resolution to provide for a variance to 7.1 (a) and (b).

- By adding the clause 7.1 (c) (see attached DRAFT Bylaw #1618) Council by way of resolution can approve variances to 7.1 (a) and 7.1 (b) in the effect that can amend an “owners” responsibility for snow removal.

### **PROPOSED RESOLUTIONS:**

Moved by Councillor \_\_\_\_\_ to pass first reading of Bylaw #1618 a Bylaw to amend Bylaw #1534.

### ATTACHMENTS:

- 1.) Draft Bylaw #1618

### APPLICABLE LEGISLATION:

- 1.) Bylaw # 1534 – Unsightly Premises and Snow Removal Bylaw – Section 7

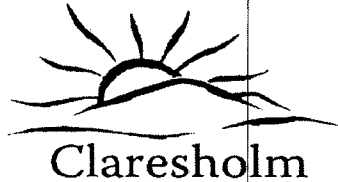
PREPARED BY: Jason Hemmaway Peace/Bylaw Officer

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APPROVED BY: Marian Carlson, CLGM – CAO

DATE: September 28, 2016

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**TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
BYLAW #1534**

A Bylaw of the **Town of Claresholm** to regulate and abate nuisances and unsightly premises and to require timely snow removal within the Town of Claresholm.

**WHEREAS**, under the authority of the Municipal Government of Alberta, being Chapter M-26 of the Revised Statutes of Alberta, R.S.A. 2000 and amendments thereto, the Council of a municipality may pass bylaws for the preventing of nuisances generally, and regulating untidy and unsightly private and public premises;

**AND WHEREAS** the Council deems it necessary to provide for an efficient means of regulating and encouraging the abatement of unsightly premises within the Town of Claresholm;

**AND WHEREAS** the Council deems it necessary to require the timely removal of ice and snow from the sidewalks located within the Town of Claresholm;

**AND WHEREAS** the Council deems it necessary and appropriate to repeal and replace the existing Unsightly Premises and Snow Removal Bylaw No. 1522;

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

**SECTION 1 TITLE OF BYLAW**

- 1.1 This Bylaw may be cited as the “**Unsightly Premises and Snow Removal Bylaw.**”

**SECTION 2 DEFINITIONS**

- 2.1 In this Bylaw, unless the context otherwise requires:
- a) “**Administration Fee**” means a fee added to actual expenses incurred by the Town for measures taken pursuant to this Bylaw and such fee is equal to the greater of \$25.00 or 15% of actual expenses incurred by the Town;
  - b) “**Animal Material**” means any animal excrement and includes all material accumulated on a premises from pet pens or pet yards, stables, veterinary clinics, animal hospitals, kennels or feed lots;
  - c) “**Ashes**” means the powdery residue accumulated on a premises left after the combustion of any substance and includes any partially burnt wood, charcoal or coal;
  - d) “**Building Material**” means material or debris which may result from the construction, renovation or demolition of any building or other structure and includes, but is not limited to, wood, gypsum board, roofing, vinyl siding, metal, packaging material and containers of building material, gravel, concrete and asphalt and any earth, rocks and vegetation displaced during such construction, renovation or demolition of any building or other structure;
  - e) “**Chief Administrative Officer**” means a municipal official employed by the Town of Claresholm in the position of Chief Administrative Officer or, in his/her absence, the person appointed as Acting Chief Administrative Officer;
  - f) “**Control**” in reference to weeds means:
    - i) Cut, mow or carry out measures designed to inhibit propagation of the weed, or
    - ii) Destroy the weed if specified by a Community Peace Officer, Bylaw Enforcement Officer or Weed Inspector employed by the Town of Claresholm;
  - g) “**Council**” means the Council of the Town of Claresholm;
  - h) “**Court**” means the Provincial Court of Alberta;
  - i) “**Designated Officer**” means a person authorized by Council to act pursuant to Section (542) of the Municipal Government Act, but not limited to performing inspections and any other action required to enforce the provisions of this Bylaw. For the purpose of this



Bylaw, the Designated Officer shall be the Enforcement Officer.

- j) “**Enforcement Officer**” means a Community Peace Officer, Bylaw Enforcement Officer, RCMP Constable or other person appointed by the Town who is authorized to enforce Bylaws of the Town of Claresholm;
- k) “**Garbage**” means any household or commercial rubbish including, but not limited to, boxes, cartons, bottles, cans, containers, packaging, wrapping material, waste paper, cardboard, food, discarded clothing or fabric and discarded household items;
- l) “**Graffiti**” means words, figures, letters or drawings scribbled, scratched, painted or sprayed upon any surface without the consent of the owner of the building or premise on which such graffiti is placed;
- m) “**Highway**” is as defined in the *Traffic Safety Act*;
- n) “**Including**” or “**Includes**” when introducing a list of items, does not limit the meaning of the words to those items or to items of a similar kind;
- o) “**Municipal Government Act**” means the *Municipal Government Act*, RSA 2000, Chapter M-26, as amended or replaced from time to time;
- p) “**Notice**” means a notice issued pursuant to this Bylaw directing an owner of a premises to remedy a condition that is not in compliance with a provision of this Bylaw;
- q) “**Nuisance**” means any condition or use of property which, in the opinion of a Designated Officer, constitutes an unreasonable interference with the use and enjoyment of other property and includes, without limiting the foregoing, those conditions set out in Section Three (3) of this Bylaw.
- r) “**Owner**” of a property or premise means:
  - i) a person who is registered under the *Land Titles Act* as the owner of the land;
  - ii) a person who is recorded as the owner of the property on the tax assessment of the Town;
  - iii) a person who has purchased or otherwise acquired the land, whether he has purchased or otherwise acquired the land directly from the owner or from another purchaser, and has not yet become the registered owner thereof;
  - iv) a person holding himself out as the person having the powers and authority of ownership of the property or premises or who for the time being exercises the powers and authority of ownership; or
  - v) a person controlling the property or premises under construction, or a person who is the occupant of the property or premises pursuant to a rental or lease agreement, license or permit;
- s) “**Person**” means an individual or any business entity including a firm, partnership, association, corporation, company, or society;
- t) “**Premises**” means any land situated in whole or in part within the Town including the external surfaces of all buildings and land immediately adjacent to any building or buildings and includes any land or buildings owned or leased by the Town;
- u) “**Provincial Offences Procedures Act**” means the *Provincial Offences Procedure Act*, RSA 200, Chapter P-34, and the regulations thereof, as amended or replaced from time to time;
- v) “**Residential Building**” means a structure used as a residence containing one or more dwelling units, including a house, multi-family dwelling, apartment building, hospital, lodging house, hotel, motel, mobile home, tent, trailer, motor home, camper, or recreational vehicle of any type;
- w) “**Residential Development**” means any land that is the site of one or more residential buildings, excepting farms, ranches, and other land which is used for primarily agricultural purposes;
- x) “**Town**” means the municipal corporation of the Town of Claresholm in the Province of Alberta, or the area located within the Town of Claresholm's corporate limits, as the context so requires;
- y) “**Unightly Premises**” means any building or property or part of either that exhibits “visual evidence of a lack of general maintenance and upkeep”, as defined in this Bylaw,

and includes any premises upon which there is an excessive or unreasonable accumulation of:

- i) garbage, animal or human excrement, sewage, the whole or a part of an animal carcass, dirt, soil, gravel, rocks, petroleum products, hazardous materials, containers, boxes, paper products, disassembled equipment or machinery, broken household chattels or goods;
- ii) the whole or any part of any vehicle or vehicles which are not registered with the Motor Vehicle Registry for the current year and which are inoperative by reason of disrepair, removed parts, or missing equipment, or any vehicles which are otherwise not in a roadworthy condition;
- iii) equipment, household appliances, power tools or machinery which have been rendered inoperative by reason of disassembly, age or mechanical condition;
- iv) animal material, ashes, building material, garbage, and yard material as defined in this Bylaw; or
- v) any other form of scrap, litter, trash, junk, or waste of any kind;

z) “**Vehicle**” has the same meaning as defined in the *Traffic Safety Act*, and includes any motorized vehicle that is unable to be moved under its own power;

aa) “**Visual Evidence of a Lack of General Maintenance and Upkeep**” includes, in relation to a premises:

- i) significant physical deterioration of buildings or other improvements, or portions of either;
- ii) broken or missing windows, siding, shingles, shutters, eaves, or other building construction or finishing materials;
- iii) significant fading, chipping or peeling of painted areas of buildings or other improvements;

bb) “**Weeds**” includes dandelions, nuisance and noxious weeds as defined by the *Weed Control Act*;

cc) “**Yard Material**” means waste material of an organic nature formed as a result of gardening, horticultural pursuits, or agricultural activities and includes grass, tree and hedge cuttings, waste sod and decomposing plants, leaves and weeds.

### **SECTION 3 GENERAL PROHIBITION**

- 3.1 No owner or owners of a premises shall cause, allow or permit the premises to become or to continue to be an “Unsightly Premises”, a nuisance, or a danger to public safety as defined by this Bylaw.
- 3.2 When making the determination as to whether a particular premises constitutes an “Unsightly Premises”, considerations shall include any admissible evidence as to:
- a) the general condition and state of tidiness of the neighbouring or surrounding premises;
  - b) the location and permitted use of the premises and whether or not the premises is located within a residential development;
  - c) the period of time the premises has been in the state complained of;
  - d) whether or not the premises is undergoing construction or renovation, and the period of time that such activity has been ongoing; and
  - e) any other circumstances or factors relating to the premises which is deemed relevant to the said determination.
- 3.3 When making the determination as to whether a particular premises constitutes a nuisance, considerations shall include any admissible evidence as to:
- a) the accumulation of rubbish, refuse or other waste products on the property;
  - b) any other circumstances or factors relating to the premises which is deemed relevant to the said determination.
- 3.4 When making the determination as to whether a particular premises constitutes a danger to public safety, considerations shall include any admissible evidence as to:
- a) whether the premises could endanger the safety of the general public;

- b) whether the premises constitutes the potential for significant danger, injury or harm, or damage to the general public;
- c) any other circumstances or factors relating to the premises which is deemed relevant to said determination.

3.5 Every owner or occupier of a premises shall ensure that graffiti placed on the premises is removed, painted over, or otherwise permanently blocked from public view within fourteen (14) days of the owner becoming aware or notified of the presence of said graffiti.

**SECTION 4 WEEDS, GRASS, TREES, PESTS AND SMOKE**

4.1 Every occupant or owner of any property or premises within the Town shall:

- a) eradicate or control all weeds and grass on the premises, and on any boulevard which abuts or adjoins the premises, including up to the center of lanes or alleys at the rear or side of the premises;
- b) prune or remove any and all trees located on the premises that, due to a deterioration of condition or for any other reason, interfere with any public utility or public works, and are a public safety hazard;
- c) remove or prune any shrub located on the premises which is, or could be, a nuisance to any person using any publicly owned or maintained sidewalk or street;
- d) prevent stagnant water from remaining on the premises so as to avoid it becoming a potential breeding place for mosquitoes or other pests;
- e) cut or mow the grass on any boulevard or street, situated on Town owned land adjoining, or abutting or adjacent to the premises owned or occupied by them, to prevent such grass from growing to such a height as to be unsightly, having regard to the height of the grass on adjacent or surrounding premises;
- f) remove from such property any dead grass or brush or rubbish which is clearly untidy or unsightly, or which may harbor vermin or pests therein; and
- g) cut or mow the grass on such property before said grass reaches such a height as to be unsightly, having regard to the height of the grass on adjacent or surrounding property.

4.2 No occupant or owner of any property or premises whether presently occupied or not shall:

- a) allow weeds to grow and propagate uncontrolled or excessively on the premises;
- b) suffer or permit trees, or other vegetation growing on the property, to interfere or endanger the lines, poles, conduits, pipes, or sewers or other works of the Town;
- c) allow any infectious blight or disease of the trees or other vegetation located on the property to go uncontrolled or unchecked; or
- d) allow, permit or cause any opaque or dense smoke or dust to be emitted to the atmosphere from the premises.

4.3 Where branches, foliage or other parts of trees, shrubs or other vegetation on a premises extend beyond the property lines of the subject premises, and interfere with or obstruct any public works of the Town, including power lines, traffic signage, street lighting, and the safe movement of vehicular and pedestrian traffic within the Town, the Chief Administrative Officer, the Town Superintendent, a Designated Officer or an Enforcement Officer may authorize the immediate removal, without notice, of any such interferences and obstructions.

4.4 Where the Town carries out any remedial measures as required pursuant to Section 4.3 of this Bylaw, neither the Town nor any employees or contractors thereof shall be held liable in any way in relation to any such remedial actions taken.

**SECTION 5 CONSTRUCTION SITES**

5.1 An owner of a property or premises being demolished or under construction shall ensure that building materials and waste materials on the premises are removed or contained and

secured in such a manner that prevents such material from being blown off or scattered from the property.

- 5.2 An owner of a property or premises being demolished or under construction shall ensure that waste building material on the premises is removed or secured within a reasonable time by means of appropriate containers.

## **SECTION 6 EXEMPTIONS & EXCEPTIONS**

- 6.1 The provisions of this Bylaw shall not be interpreted to prevent bona fide and permitted commercial, industrial, agricultural, construction, demolition, renovation, landscaping, clean-up, storage or other related activities from being carried out on, or in relation to, a premises.
- 6.2 The owner of a premises that carries on, or permits the carrying on, of any activities referred to in Section 6.1 of this Bylaw shall ensure that all reasonable steps are taken to minimize the duration and visual impact of any resulting untidiness or unsightliness of the premises.
- 6.3 When determining whether the owner of a premises has "taken all reasonable steps" as required by Section 6.2, the Designated Officer's and Council's considerations shall include the considerations referred to in Section 3.2 of this Bylaw.

## **SECTION 7 SNOW AND ICE ON SIDEWALKS**

- 7.1 An owner of a premises shall ensure:
- a) the removal from any public sidewalk located adjacent to the premises, including private driveway crossings, all snow and ice deposited thereon, whether from natural or unnatural means, within 24 hours of such deposit, or within 24 hours of the issuance of a Snow Removal Notice in respect of the premises; and
  - b) that the snow and ice removed pursuant to section 7.1(a) is not placed upon any highway or other public property administered by the Town.
- 7.2 For the purpose of Section 7.1(a), snow and ice will be considered removed when the sidewalk is cleaned for the entire width of sidewalk to the sidewalk surface as completely as reasonably possible.
- 7.3 For the purpose of Section 7.1(a), in the case of a sidewalk being below grade resulting in repeated coverage by ice or water through drainage or melted snow or rain, the sidewalk must be cleaned as completely as reasonably possible and a non-slip, non-corrosive and salt-free material such as sand or similar material must be scattered on the surface of the sidewalk as frequently as required to maximize traction for pedestrians. The sidewalk condition must be communicated to the Chief Administrative Officer so it can be added to the list of sidewalk improvements and dealt with accordingly.
- 7.4 For the purpose of Section 7.1(a), where an owner or occupant of a premises reasonably anticipates being absent, the owner or occupant must make arrangements to ensure the sidewalks are maintained in accordance with this Bylaw.

## **SECTION 8 ENFORCEMENT**

- 8.1 Where an owner or occupant of a premises is found by a Designated Officer to be in non-compliance with any provision of this Bylaw (excepting Section 7 – Snow and Ice on Sidewalks), the owner or occupant of the premises may be issued an Order containing the following information:
- a) the address and/or legal description of the property where remedial action is required;
  - b) the condition or conditions that are not in compliance with this Bylaw;
  - c) the remedial action that is required to bring the property into compliance;
  - d) the deadline for completion of the remedial action required, which must not be less than seven (7) days after the date of service of the Notice and must not be greater than thirty (30) days after the date of service of the Notice; and

- e) a statement that the Town may carry out the required remedial action at the owner's expense if the required work is not completed within the allowed time.
- 8.2 An application for an extension of the deadline provided for the completion of the remedial action required in a Notice issued pursuant to Section 8.1 of this Bylaw may be applied for in writing to an Enforcement Officer not later than seven (7) days after the service of the Notice. The application must include the reasons why the deadline extension is required, and the anticipated date for completion of the required remedial action. Any such deadline extension applied for may be allowed or refused at the sole discretion of the Enforcement Officer, and the extension shall not exceed sixty (60) days after the deadline provided in the Notice.
- 8.3 Any Notice issued pursuant to Section 8.1 of this Bylaw will be deemed to have been sufficiently served upon the owner or occupant of the premises when the Notice is:
- a) served personally upon the owner or occupant, or served in substitution upon any person who is 18 years of age or older who resides in the subject premises;
  - b) served personally upon the property manager or person apparently in charge of the premises, if the premises is not occupied or managed by the owner;
  - c) posted at a conspicuous location(s) near the main entry to the premises; or
  - d) mailed by regular mail to the owner of the premises using the address provided by the owner and/or on record with the Town of Claresholm as the mailing address for the owner of the premises, in which case the deemed date of service is five (5) days after the date of mailing.
- 8.4 The owner or occupant of a premises who has been served with a Notice issued pursuant to this Section shall fully comply with the Notice within either the original or extended time allowed for compliance.
- 8.5 Where the owner or occupant of a premises fails to comply with any provision of Section 7 (Snow and Ice on Sidewalks) of this Bylaw, an Enforcement Officer may issue and serve the owner with a Snow Removal Notice in accordance with the provisions of this Section. If the required remedial action (Snow and Ice Removal from Sidewalks) is not completed within 24 hours from the date of service of the Notice, the Town may take all reasonable measures to remove the snow and/or ice from the subject sidewalk(s) at the property-owner's expense, and the subject costs and expenses, if unpaid by the owner upon demand, shall be added to the Tax Roll of the subject property in accordance with Section 553(1) (g.1) of the *Municipal Government Act*, RSA 2000, c.M-26.
- 8.6 Where an Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw, he/she may commence enforcement of the Bylaw in relation to that person by:
- a) issuing the person a Violation Ticket pursuant to the provisions of Part 2 of the Provincial Offences Procedure Act;
  - b) swearing out an Information and Complaint against the person; or
  - c) in lieu of prosecution, issuing the person a Bylaw Violation Tag, in a form as approved by the Chief Administrative Officer.
- 8.7 Where an Officer issues a person a Violation Ticket in accordance with Section 9.1(a) of this Bylaw, the officer may either:
- a) allow the person to pay the specified penalty as provided for in Section 11 of this Bylaw by indicating such specified penalty on the Violation Ticket; or
  - b) require a Court appearance of the person, pursuant to the provisions of Part 2 of the Provincial Offences Procedure Act (POPA), where the Enforcement Officer reasonably believes that such appearance is in the public interest.
- 8.8 No provision of this Bylaw or any action taken pursuant to any provision of this Bylaw shall restrict, limit, prevent or preclude an Enforcement Officer or the Town from pursuing any other remedy in relation to a premise or nuisance as provided by the Municipal Government Act, any other law of the Province of Alberta, or any other Bylaw of the Town of Claresholm.

**SECTION 9 VIOLATION TICKETS**

- 9.1 Where an Enforcement Officer has reasonable grounds to believe that a person has contravened any provision of this Bylaw, the Enforcement Officer may commence enforcement of the Bylaw in relation to that person by:
  - a) issuing the person a Bylaw Violation Tag, in a form as approved by the CAO;
  - b) if the Violation Tag penalty is not paid within the specified period, the person shall be issued a Violation Ticket pursuant to the provisions of Part Two (2) of the Provincial Offences Procedures Act (POPA);
  - c) if the Violation Ticket penalty is not paid within the specified period, the Enforcement Officer shall swear out an Information and Complaint against the person;
  - d) any penalties assessed shall be per "Schedule 'A' – Minimum Specified Penalties."

**SECTION 10 GENERAL PENALTY PROVISION**

- 10.1 Any person that violates any provision of this Bylaw is guilty of an offence and is liable upon conviction to a maximum fine of ten thousand dollars (\$10,000), or in default of payment of the fine to imprisonment for a period not exceeding one (1) year, or to both fine and imprisonment in such amounts.

**SECTION 11 GENERAL**

- 11.1 It is the intention of the Council of the Town of Claresholm that each provision of this Bylaw should be considered as being separate and severable from all other provisions. Should any section or provision of this Bylaw be found to have been improperly enacted, then such section or provision shall be regarded as being severable from the rest of this Bylaw and that the Bylaw remaining after such severance shall remain effective and enforceable.
- 11.2 It is the intention of the Council of the Town of Claresholm that all offences created pursuant to this Bylaw be construed and considered as being Strict Liability Offences.
- 11.3 Whenever the singular and masculine gender is used in this Bylaw, the same shall include the plural, feminine and neuter gender whenever the context so requires.

**SECTION 12 REPEAL OF PREVIOUS BYLAW**

- 12.1 Bylaw No. 1522, the "Unsightly Premises and Snow Removal Bylaw" and any amendments thereto, are hereby repealed.


**SECTION 13 PASSAGE OF BYLAW**

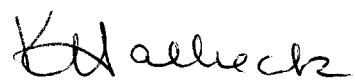
- 13.1 This Bylaw shall come into effect upon passage of Third Reading.

Read a first time in Council this **9<sup>th</sup>** day of **November** 2009 A.D.

Read a second time in Council this **23<sup>rd</sup>** day of **November** 2009 A.D.

Read a third time in Council and finally passed in Council this **23<sup>rd</sup>** day of **November** 2009 A.D.

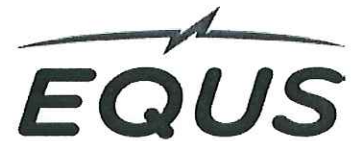
  
 \_\_\_\_\_  
**Rob Steel, Mayor**

  
 \_\_\_\_\_  
**Kris Holbeck, CAO**

**SCHEDULE "A" MINIMUM AND SPECIFIED PENALTIES AND FEES**

1. The minimum and specified penalty for a violation of any provision of this Bylaw (excepting the provisions of Sections 3.4, 4, and 7) is a fine in the amount of:  
First Offence: \$350.00  
Second Offence: \$700.00  
Third Offence: \$1,500.00
2. The minimum and specified penalty for a violation of Section 3.4 of this Bylaw is a fine in the amount of:  
First Offence: \$500.00  
Second Offence: \$1,000.00  
Third Offence: \$1,500.00
3. The minimum and specified penalty for a violation of a provision of Sections 4 and 7 of this Bylaw is a fine in the amount of:  
First Offence: \$250.00  
Second Offence: \$500.00  
Third Offence: \$1,000.00
4. The minimum and specified penalty for any violation of this Bylaw four (4) times or more and for each subsequent offence shall be a fine in the amount of one thousand five-hundred dollars (\$1,500.00).
5. The fee to appeal a written order shall be one hundred dollars (\$100).
6. The penalty in lieu of prosecution for a violation of any provision of this Bylaw proceeded with in accordance with Section 9.1(c) is one-half (50%) of the minimum and specified penalty provided for the particular offence by this Section.

September 29, 2016



Town of Claresholm  
Mayor, Councillors and CAO  
P.O. Box 1000  
Claresholm, Alberta  
TOL 0T0

Dear Mayor, Councillors and CAO,

**RE: FortisAlberta Inc.**

---

Please see attached letter received from FortisAlberta regarding EQUS owned distribution facilities located within the boundaries of Cities, Towns, and Summer Villages and FortisAlberta's request to purchase these facilities from EQUS citing "in keeping with the Municipal Government Act (Alberta) as well as the current Franchise Agreement between FortisAlberta and the applicable Municipality" as a foundation for their formal request.

Contrary to FortisAlberta's interpretation, there is nothing requiring a municipality to exclude EQUS from providing distribution services within its service area boundaries. EQUS can provide electric distribution services in your municipality as it is within EQUS' service area approved by the Alberta Utilities Commission. Municipal areas have always formed, and continue to form, part of EQUS' Service Area.

EQUS is reaching out to all of the urban municipalities within our Service Area to advise them of this heavy-handed approach by FortisAlberta to take EQUS services and force these members of EQUS to become customers of FortisAlberta.

In a most recent arbitration between EQUS and FortisAlberta, the arbitrator awarded EQUS the right to provide electric distribution services to anyone within EQUS' Service Area and removed the many restrictions that FortisAlberta wanted which would have undermined customer choice. The arbitrator agreed with EQUS' principle of customer choice and ruled that any consumer within EQUS' Service Area was free to choose to be a member of EQUS and be served with electrical distribution services by EQUS. Fortis appealed the arbitration award to the Court of Queen's Bench of Alberta with no success.

As is apparent from the above, FortisAlberta is now attempting to use the guise of existing franchise agreements and the Municipal Government Act to impose its unsound position that it is entitled to EQUS services. FortisAlberta has even gone so far as to now include a clause (*excerpt below*) in its revised Franchise Agreements with Municipalities to continue to restrict the potential for consumers to have a choice in who provides them electricity services.

Page | 1

**Main Office**  
Box 6199, 5803 42 Street  
Innisfail, Alberta T4G 1S8  
Toll-free: 1.888.211.4011

**North Area Office**  
Box 1178, 4804 41 Street  
Onoway, Alberta T0E 1V0  
Toll-free: 1.888.627.4011

**Central Area Office**  
Box 6199, 5803 42 Street  
Innisfail, Alberta T4G 1S8  
Toll-free: 1.877.527.4011

**South Area Office**  
Box 1657, 3 Alberta Road  
Claresholm, Alberta TOL 0T0  
Toll-free: 1.888.565.5445



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

EQUS has advised FortisAlberta that it will not sell these distribution facilities and will continue providing service to its members. EQUS is seeking your support by recognizing EQUS as a wire services provider in your municipality and not supporting FortisAlberta’s endeavors to induce a sale of EQUS facilities. By the Municipality making this **CHOICE**, you are continuing to allow the consumers of this province a **CHOICE** of who provides them distribution services.

If you require further information, or would like EQUS to make a presentation to council on this matter, please advise and we will be happy to accommodate.

Sincerely,



Charlene Glazer  
EQUS

cc Pat Bourne, EQUS CEO

[pbourne@equs.ca](mailto:pbourne@equs.ca)



FortisAlberta Inc.  
100 Chippewa Road  
Sherwood Park, AB T8A 4H4  
Telephone: 780-464-8303  
dwayne.hahn@fortisalberta.com  
www.fortisalberta.com

September 19, 2016

Equus REA  
ATTENTION: Pat Bourne  
PO Box 6199  
Innisfail, AB T4G 1S8

Email: [pbourne@equus.ca](mailto:pbourne@equus.ca)

Dear Ms. Bourne:

FortisAlberta has completed an audit of facilities located within the boundaries of Cities, Towns and Summer Villages that are situated inside of the FortisAlberta service area. The audit has identified that Equus REA has facilities in 77 locations within these areas as a result of annexations that have occurred over time – a list of these locations can be found on page two (2) of this letter.

In keeping with the Municipal Government Act (Alberta) as well as the current Franchise Agreement between FortisAlberta and the applicable Municipality, FortisAlberta is making a formal request to Equus REA to purchase these services / facilities from Equus REA.

For each of the locations identified, please provide the RCN-D calculation; detail of the facilities; including type; age and height; PCB testing data; and customer contact information, including mailing address and phone numbers, by October 19, 2016 in preparation for a transfer date of November 1, 2016.

If you have any questions, please feel free to contact Ray Bandola at [ray.bandola@fortisalberta.com](mailto:ray.bandola@fortisalberta.com). Thank you in advance for your cooperation.

Sincerely,

*Signed electronically*

Dwayne Hahn  
Manager, Grid Operations

cc Ray Bandola

Municipality Name	Tap Number	Land Location	Structure Numbers	Comments
S.V. of Silver Sands	DR459	SE-4-54-5-5	1 to 5	1 transformer
S.V. of Sunrise Beach	SN722	NE-34-55-1-5	1 to 8	1 transformer
Town of Oneway	OW1212	NE-35-54-2-5	4 to 6	1 transformer
Town of Oneway	??	NE-35-54-2-5 (Lot 1A, Plan 162 0414)	1 + 2 Secondary Poles	1 transformer with 2 services
Town of Oneway	??	NE-27-54-2-5 (Lot D, Plan 872 2344)	1 to 3	1 transformer
Town of Oneway	OW341	NW-26-54-2-5	1 to 2	No transformer, only line.
Town of Oneway	OW1092	NE-27-54-2-5	1 to 3	1 transformer.
Town of Oneway	??	NE-27-54-2-5 (Lot C, Plan 842 2520)	1	1 transformer
Town of Oneway	??	SE-34-54-2-5	1 to 2	No transformer, only line. Fortis transformer on EQUUS pole SW# 3030NI03
Alberta Beach	DR170/DR175	SW-23-54-3-5	17 to 3	1 transformer.
S.V. of South View	N/A	NW-10-54-5-5 (Lot B, Plan 3155MC)	0	1 transformer on Fortis pole
Town of Rimbey	BV472	NW-20-42-2-5	1 to 2	1 transformer.
Town of Rimbey	BV498	NW-22-42-2-5	1 to 2	1 transformer and switch.
Town of Rimbey	??	SW-27-42-2-5	1 to 2	1 transformer and switch.
Town of Rimbey	BV601	NW-22-42-2-5	1 to 2	1 transformer and switch.
Town of Rimbey	BV494	SW-22-42-2-5	1	1 transformer.
Town of Rimbey	??	NE-29-42-2-5 (Lot 1, plan 042 0165)	1 to 3	1 transformer.
Town of Rimbey	BV1184	SE-20-42-2-5	1 to 6	1 transformer.
Town of Rimbey	BV1338	SE-20-42-2-5	1	1 transformer.
Town of Rimbey	BV622	SE-20-42-2-5	1 to 2	1 transformer.
Town of Rimbey	BV501	SE-20-42-2-5	1 to 4	2 transformers and switch.
Town of Bentley	BF441	NW-23-40-1-5	1	1 transformer and switch.
Town of Bentley	BF374	NW-23-40-1-5	1 to 3	1 transformer and switch.
Town of Sylvan Lake	??	SW-3-39-1-5 (north of tracks)	1 to 3	1 transformer.
Town of Sylvan Lake	??	SW-3-39-1-5 (south of tracks)	1	1 transformer.
Town of Sylvan Lake	BF431	SE-3-39-1-5	1 to 5	1 transformer and switch.
Town of Sylvan Lake	BF449	SW-2-39-1-5	1 to 2	1 transformer and switch.
Town of Sylvan Lake	BF649	NW-35-38-1-5	1 to 3	1 transformer and switch.
Town of Sylvan Lake	BF652	SE-2-39-1-5	1	1 transformer and switch.
Town of Sylvan Lake	BF651	NE-35-38-1-5	1 to 2	1 transformer.
Town of Sylvan Lake	BF653	NE-35-38-1-5	1 to 2	1 transformer and switch.
Town of Sylvan Lake	BF415	NW-27-38-1-5	1 to 2	1 transformer and switch.
Town of Sylvan Lake	RG179	NE-21-38-1-5	1 to 4	1 transformer and switch.
Town of Sylvan Lake	RG226	NE-21-38-1-5	1	1 transformer.
Town of Sylvan Lake	??	SE-3-39-1-5	1	1 transformer.
Town of Sylvan Lake	??	SE-3-39-1-5	1 to padmount	Underground service, 1 pole and 1 transformer.
Town of Blackfalds	BF924	NW-34-39-27-4	1	1 transformer.
Town of Blackfalds	BF396	NW-34-39-27-4	4	Padmount transformer and polemount transformer.
Town of Blackfalds	BF393	NE-34-39-27-4	1 to 2	1 transformer and switch.
Town of Blackfalds	BF881	NW-35-39-27-4	1 to 2	1 transformer and switch.
Town of Blackfalds	BF880	NE-34-39-27-4	1 to 2	1 transformer.
Town of Blackfalds	BF37	SE-34-39-27-4	1 to 3	1 transformer.
Town of Blackfalds	BF357	SW-36-39-27-4	1 to 3	1 transformer.
Town of Blackfalds	LC130	NE-36-39-27-4	1 to 2	1 transformer and switch.
Town of Blackfalds	LC158	NE-36-39-27-4	1 to 2	1 transformer and switch.
Town of Blackfalds	BF663	SW-26-39-27-4	1 to 2	1 transformer and switch.
Town of Blackfalds	BF416	NE-23-39-27-4	1 to 3	1 transformer.
Town of Blackfalds	BF417	NE-23-39-27-4	1 to 3	1 transformer.
Town of Blackfalds	BF41	SW-35-39-27-4	1 to 7	1 transformer.
Town of Blackfalds	??	SE-35-39-27-4 (Lot 2 Plan 892 1150)	1	1 transformer.
Town of Blackfalds	BF36	SW-34-39-27-4	1 to 2	1 transformer and switch.
Town of Blackfalds	BFS1	SW-27-39-27-4	1	8kV sub and 3Ph pole.
Town of Lacombe	BF286	SW-25-40-27-4	1 to 4	3 transformers.
Town of Lacombe	LC59	NW-21-40-26-4	1 to 4	1 transformer
Town of Lacombe	8006T	SW-28-40-26-4	8A to 17	3Ph Line
Town of Lacombe	LC58	SW-28-40-26-4	1 to 7	1 transformer.
Town of Nanton	CK212	SW 22-16-28-w4	4 to 6	1 transformer.
Town of Nanton	CK137	SW 23-16-28-w4	1 to 2	Line only.
Town of Penhold	PH392	SE 1-37-28-w4	1 to 10	1 transformer.
Town of Penhold	RG2	SW 1-37-28-w4	1 to 7	Line only.
Town of Sundre	BN 244	SW 2-33-5-w5	1 to 6	Line only.
Town of Sundre	BN 245	SE 3-33-5-w5	1 to 4	1 transformer.
Town of Sundre	BN 280	SW 2-33-5-w5	1	1 transformer and switch.
Town of Sundre	BN 774	SE 2-33-5-w5	1 to 2	1 transformer and switch.
Town of Innisfail	BD 258	SW 33-35-28-w4	1 to 6	1 transformer.
Town of Innisfail	BD 260	SW 33-35-28-w4	1 to 2	1 transformer and switch.
Town of Innisfail	BD 382	NW 28-35-28-w4	1 to 5	1 transformer and switch.
Town of Innisfail	??	NE 19-35-28-w4	1 to 2	1 transformer, underground primary.
Town of Innisfail	N/A (FTS ZB65)	NE 29-35-28-w4	FTS STR 2	1 transformer on Fortis pole
Town of Innisfail	ZB 22	SW 32-35-28-w4	1 to 5	1 transformer and switch.
Town of Innisfail	ZB 82	SE 17-35-28-w4	1	1 transformer
Town of Innisfail	ZB 83	SE 17-35-28-w4	1	1 transformer
Town of Innisfail	ZB 84	SE 17-35-28-w4	1 to 6	Line only.
Town of Innisfail	ZB 85	SW 17-35-28-w4	1 to 2	1 transformer.
Town of Innisfail	??	SW 17-35-28-w4	1	1 transformer and switch.
Town of Bow Island	BJ 110	SW 5-11-10-w4	1 to 3	1 transformer.
Town of Bow Island	N/A	SW 5-11-10-w4	FTS STR 7	1 transformer on Fortis pole

RECEIVED

OCT - 3 2016

September 30, 2016

Claresholm & Distric Fairboard  
P. O. Box 213  
Claresholm, Ab T0L 0T0

Town of Claresholm- Town Council  
P. O. Box 1000  
Claresholm, Ab T0L 0T0

Dear Council members:

The Claresholm & District Fairboard are in the process of designing the 2017-2018 Bench show catalogs. In previous years when formulating the catalog we have suggested themes based on events celebrating anniversaries. It is obvious 2017 we will be celebrating Canada's 150th Birthday. Do you have any suggestions for a theme for 2018? We will need this Theme idea for preparing and printing the new catalog, (some classes are based on the Theme for the entry). Your feedback would be appreciated as soon as possible.

Yours truly,



Jorja DieBold

Claresholm & District Fairboard

October 6, 2016

Claresholm Town Council  
Box 1000  
Claresholm, AB  
T0L 0T0

We, the Claresholm Arts Society, are writing to ask for a letter of support from the Town of Claresholm to assist our application to the Lethbridge Community Foundation.

We are applying to the Foundation for \$22,123.50, which will be used towards stage improvements at the Community Centre. As part of that application, we need to have a letter of support from the Town.

We have applied for a CIP grant for this stage improvement and if we are successful in getting assistance from the Foundation, we can put our own society funds to use on lighting and sound. These combined funds will allow us to install a grid and stage curtains on the ceiling of the existing stage. One of the largest challenges for theatre groups or stage users in our hall is the physical structure of the stage. We are seeking funding to remove three walls, and have a curtain system installed. This would allow users to move set pieces forward and backwards on the stage, allow entry to the stage from a variety of locations and will greatly improve the overall professional appearance of the stage for any user group of the Community Centre. It is also noteworthy that this stage is the only one in our community. Both schools have had their stages removed during recent modernizations.

If you have any further questions, please contact either Karen Linderman or Tara VanDellen.

Thank you for your assistance.

Sincerely,



Karen Linderman



**Claresholm**  
Economic Development

# Open House



please join us for our  
**Business Growth  
and  
Development Centre**  
.....

## Open House



**October 18th, 2016  
1 - 4 pm**

Opening remarks with  
Q & A at 2pm

124 - 50 Ave West  
Claresholm, AB

.....  
Light refreshments  
will be served.

Mayor Rob Steel  
+ Town Council  
Box 1000

Claresholm, AB  
TOLOTO



**Claresholm**  
Economic Development



# REQUEST FOR DECISION

Meeting: October 11, 2016  
Agenda Item: 6

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## POLICY PLDE #09-16 - Street Trees

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### **BACKGROUND:**

Policy PLDE#09-16 was presented to Council on September 26<sup>th</sup>, 2016 as an Info Brief and approved to proceed for adoption at the October 11<sup>th</sup>, 2016 Council meeting. The Town of Claresholm Land Use Bylaw (Schedule 9 Landscaping) outlines minimal requirements for landscaping. The addition of a Street Tree Policy would provide clear direction to ratepayers as well as maintenance staff on the care and well-being of the street and boulevard trees in Town. It will cover the removal of dead or nuisance trees, preservation of historic trees and plantings, purchasing, replacement and planting of new trees in existing neighborhoods and new developments, note new developments have additional restrictions through the Land Use Bylaw.

The new policy will assist residents, property owners, contractors, land developers, administration, by-law enforcement and interested persons in understanding and appreciating the processes and actions required to appropriately manage street trees within the Town.

The goal of this policy is based on an understanding of the dynamic nature of the resource, its aesthetic and safety requirements, public attitude and perception and the Town of Claresholm's commitment to engaging and working with the community.

### **RECOMMENDED ACTION:**

Moved by Councillor \_\_\_\_\_ to adopt Policy PLDE #09-16 - Street Trees as presented effective October 11, 2016.

### ATTACHMENTS:

- 1.) Draft Policy #PLDE 09-16 Street Tree Policy

### APPLICABLE LEGISLATION:

- 1.) Town of Claresholm Land Use Bylaw No. 1525
- 2.) Town of Claresholm Servicing Standards

PREPARED BY: Mike Schuweiler, Director of Infrastructure Services

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APPROVED BY: Marian Carlson, CLGM CAO

DATE: October 3, 2016

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# POLICY # PLDE 09-16

## STREET TREES

### 1.0 PURPOSE

To provide a consistent policy for administration to follow for improving the character and image of the Town of Claresholm in making it a more attractive and enjoyable place to live. This document sets out the Town of Claresholm's approach to the management of street trees as part of a commitment to creating and maintaining an attractive and safe urban environment.

This policy has been prepared to assist residents, property owners, contractors, land developers, administration, bylaw enforcement and interested persons in understanding and appreciating the processes and actions required to appropriately manage street trees within the Town.

The goal of street tree management is based on an understanding of the dynamic nature of the resource, its aesthetic and safety requirements, public attitude and perception and the Town of Claresholm's commitment to engaging and working with the community.

In order to sustain the landscape and meet public demand, trees need to be planted and established, maintained and removed. Planning and consultation is required in order to facilitate each of these purposes.

This policy provides an overview for the management of street trees located on Town of Claresholm's boulevards and public spaces and includes guidelines and actions for:

- Risk Management
- Planting including selection, procurement, planting and establishment maintenance
- Pruning
- Removal
- Root Management
- Protection
- Plant Health Care and Nuisance Pest Control
- Consultation and Inclusion

### DEFINITION: STREET TREES

Street trees can be either living or dead and shall be defined by the contribution the tree makes to the area's character and the impact the removal shall have on local amenity. A valued tree or group of trees shall specifically include:

- Specimen tree(s) – trunk diameter equal to or greater than 100 millimeters and equal to or greater than 3 meters tall.
- Trees that are representative of more than 30% of trees on any street.
- Trees identified as having heritage or cultural significance.
- Rare or endangered tree species or specimen.
- Boulevard trees.



- Trees on public property.

## 1.1 BENEFITS OF STREET TREES TO THE COMMUNITY

The value of street trees to the community and the urban environment is often overlooked but are significant and quantifiable contributors.

- **Community Wellbeing** – Street trees provide a sense of ‘place’ and soften the often harsh urban environment making it a more serene and welcoming place in which to live and work. Street trees have a significant influence on physical and mental health by providing natural restorative spaces in the urban context.
- **Urban Design and Infrastructure** – Street trees can make an important contribution to neighborhood character and the image of our Town. Street trees provide several architectural and engineering functions. They provide privacy, emphasize views, or screen out objectionable views. They reduce glare and reflection. They direct pedestrian traffic and can calm traffic. They provide background to and soften, complement, or enhance architecture. The shade provided by street trees can also reduce pavement fatigue improving public safety and reducing management costs.
- **Sustainable Environments** – Street trees alter the environment in which we live by moderating climate, improving air quality, conserving water and harboring wildlife. They can act as windbreaks and deflect rain fall along foot paths. Trees intercept water, store some of it, and reduce storm water runoff. Temperature in the vicinity of trees is cooler than that away from trees. Trees can improve air quality as leaves filter the air we breathe by removing dust, carbon dioxide and other particulates and give off oxygen. Birds and other wildlife are also attracted to trees.

Direct economic benefits are associated with reduced energy costs. Cooling costs are lower in a tree-shaded street. Heating costs are reduced when street trees provide a windbreak. Large, appropriate street tree plantings increase local property values. The indirect economic benefits of trees can be greater and community wide.

The use of indigenous tree species in road reserves adjacent to and linking reserves rich in local flora and fauna can assist in the maintenance and enhancement of local biodiversity.

## 2.TOWN COMMITMENT TO STREET TREE MANAGEMENT

### 2.1 STREET TREE RISK MANAGEMENT

Public safety will be maintained through the use of generally accepted professional practices of tree assessment and treatment in order to reduce risk associated with hazardous trees to an acceptable level.

### ACTIONS

- Provide adequate resources to ensure proper tree management.

### 2.2 STREET TREE PLANTING

The right tree for the right place with due consideration to biological and functional, aesthetic and design requirement criteria is of paramount importance. The most successful course is to match the planting site limitations with the right tree for that site.

Appropriate site assessment and tree selection can have the following benefits.

- Mitigate conflicts between tree roots and adjacent infrastructure.
- Reduce the incidence of pest and disease outbreaks. This can be achieved through selecting resistant varieties of trees and increasing species diversity through the Town.
- Increased tree longevity so that tree benefits exceed the costs. The benefit of an urban tree is directly proportional to its crown size or volume and longevity in the landscape.
- Reduced maintenance costs, e.g. pruning requirements can be reduced by selecting smaller trees under power lines or narrow canopy form for busy roads.
- Produce attractive streetscapes that reinforce the pervading landscape and architectural character.
- Reduced environmental demand – trees that have tolerance of drought and general not require additional resource inputs.

Tree selection will take into account relative plant tolerances and adaptability, and integration into surrounding planting themes.

Procedural solutions such as community consultation and the detailed review of horticultural, arboricultural, planning and historical literature associated with the proposed planting site will be considered.

## 2.2.1 TREE SELECTION

Species will be selected that do not require excessive resource input to maintain them in a safe and aesthetically pleasing manner. Tree species known to cause excessive damage to infrastructure will be avoided. Tree species that are known for their structural integrity and limited litter drop will be preferred.

The use of indigenous tree species in streets will have greater impact and benefit when used adjacent to or to link open space that has significant remnant vegetation.

Tree selection will be based on the following criteria:

- **Biological Requirements** – The trees ability to tolerate urban conditions. The species selected should have high tolerance levels that will allow establishment and sustained growth while producing desired benefits with low management inputs. It also relates to available root space to sustain the potential tree size.
- **Ecological Issues** - Includes tree diversity, maintaining and enhancing existing significant areas of native and remnant indigenous vegetation, and selecting plants that do not have the potential to become woody weeds and impact on natural systems.
- **Functional and Spatial Issues** – Includes crown and foliage type within the constraints of the urban environment and the trees tolerance to pruning. It also relates to the tree's root system and its limited impact on adjacent infrastructure.
- **Aesthetic Issues** – The ability for trees to enhance the visual amenity of a streetscape or area, without negative impact to surrounding infrastructure and the fit with neighborhood character, including existing street trees, is also a consideration.
- **Health Considerations** – Species selection will utilize trees that have no known or low levels of toxic or allergenic characteristics.

- **Tree longevity** – The longer a tree is allowed to grow in a site the greater the benefits to the landscape and return on initial investment the trees will have.
- **Commercial Availability** – To successfully provide the desired numbers and size for tree planting programs.

### 2.2.2 PLANTING PROGRAMS

Town of Claresholm will maintain two tree planting programs including:

- **Replacement Tree Program** – planting of trees removed prior to the planting season and in response to resident requests for street tree planting.
- **Main Planting Program** – planting of trees along main roads, boulevards and parks.

The Director of Infrastructure Services or delegated representative, based on current suppliers of such goods and services will establish the repair or replacement costs of a tree.

#### ACTIONS

- Select tree species for planting based on their suitability for the site, performance, and potential to contribute to landscape character meeting functional, aesthetic and ecological requirements.
- Set and maintain high tree procurement, planting and establishment maintenance standards in line with current 'best practice'.
- Street tree planting will endeavor where practicable to maintain the homogenous nature of an avenue planting. However, two species may be selected for streets where site conditions may vary on either side of the road.
- New developments that include street tree plantings will be subject to the same requirements of this Policy.
- Where appropriate space exists, larger growing species will be preferred over smaller trees.
- Undertake appropriate selection, placement and planting of trees to reduce long-term risk.

### 2.3 STREET TREE PRUNING

Clearance of street trees from street lighting, traffic signals, advisory signs, road and foot pavements located within road reserves managed by the Town of Claresholm will be undertaken in accordance with the Director of Infrastructure.

Requests for the pruning of street trees from over private property lines will be individually assessed by Town of Claresholm, Director of Infrastructure. The decision on the action to be taken will be based on the level of nuisance created by the street tree and consultation with the property owner.

Notwithstanding the requirements for the clearance of street trees from power lines or along roadways, the Town of Claresholm will not undertake pruning works for the purpose of limiting the height or width of a street tree's current or future crown dimensions for personal preference.

#### ACTIONS

- Pruning requests will be assessed in accordance with the Infrastructure Services Department. .
- Pruning works will be prioritized according to the level of urgency and available resource.

## **2.4 STREET TREE REMOVAL**

The Town of Claresholm will seek to avoid street tree removal whenever possible. However, street tree removal is an acceptable management option when required for human health and safety, to protect infrastructure, to facilitate approved development and infrastructure improvements.

Street trees and groups of street trees may be removed only when one or more of the following criteria are met:

- The tree or tree group poses a severe safety hazard that cannot be corrected by pruning, transplanting or other treatments.
- The tree or tree group severely interferes with a neighboring tree or tree group to the extent that neither tree can develop to its full potential. The more desirable tree will be preserved.
- The aesthetic values of the tree or tree group are so low or negative that the site is visually enhanced by the trees removal.
- Tree or tree group is dead or close to death.
- The tree or tree group poses an extreme and agreed public nuisance.
- Where improvements, infrastructure repair or maintenance required to be made around the tree or tree group will kill or render the tree a hazard or significantly impact on the trees' condition and useful life expectancy.
- The tree is found to be substantially contributing to damages to public or private property and no other viable means are available to rectify the situation.
- The tree or tree group is infected with an epidemic insect or disease where the recommended control is not applicable and removal is the recommended practice to prevent transmission.

The Town of Claresholm will not consider street tree removal for trees that do not meet the above criteria but will provide advice to affected persons on how the perceived problem (s) may be limited.

### **ACTIONS**

- The Town of Claresholm will identify, assess and take appropriate action for street trees that meet the removal criteria. This will be undertaken as part of its programed maintenance works.
- Removal requests will be assessed by the Infrastructure Services Department. Removal works will be prioritized according to the level of urgency and available resources.
- In most instances and where practicable, street trees that are removed may be replaced in the following planting season with the same or more suitable species if feasible.

## **2.5 STREET TREE ROOT MANAGEMENT**

Root management works, including root pruning, root deflector and soil moisture cut-off barriers, are occasionally required to be performed on street trees. This work is required for risk management, to maintain public safety and contain tree root growth where necessary to prevent damage to property, roads, curbs and sidewalks.

Root pruning is the practice of removing a portion of a tree's root system. The circumstances necessitating root pruning vary, but the outcome is to always ensure the health, stability and longevity of the street tree. Root pruning of street trees will not be permitted without the approval of the Director of Infrastructure or delegated representative.

#### ACTIONS

- The Infrastructure Services Department will manage street tree roots that are causing damage to roads, curbs and channels, footpaths and associated infrastructure within the road reserve. The action will include but not be limited to the use of root deflectors, road, curb and channel and /or footpath replacement and reinforcement, root pruning or tree removal.

### **2.6 STREET TREE HEALTH CARE and NUISANCE PEST CONTROL**

Declining plant health, pest and disease infection are generally a manifestation of street that is directly attributable to static site or short duration inciting factors. Factors include but are not limited to climate, soil type or site conditions, the genetic potential of the tree, frost, drought, flooding, air pollutants or mechanical injury. Maintaining plant vigor is the best form of prevention against declining health and the effects of pest and disease.

Declining health in stands of large maturing or significant individual street trees will be managed through the application of appropriate cultural practices as determined by the Infrastructure Services Department.

The control of pest and/or diseases will take into account static and/or inciting factor and address those issues as part of an integrated approach to the control of the problem.

#### ACTIONS

- The Town of Claresholm's Infrastructure Services Department will identify and take appropriate action for the control of pests and diseases in street trees where damage exceeds 15% of the total crown volume.
- The Town of Claresholm's Infrastructure Services Department will cooperate and take appropriate action as directed by relevant statutory authorities should introduced pests and/or diseased that threaten southern Alberta horticulture be identified within the street tree population.
- The Town of Claresholm's Infrastructure Services Department will control nuisance pests such as bees and wasps that sometimes inhabit street trees.

### **3.0 TOWN OF CLARESHOLM'S STREET TREES**

### **3.1 REQUESTS FOR STREET TREE MAINTENANCE AND PLANTING**

Persons may request a street tree planting, pruning, removal, root management, plant health care and nuisance pest control by contacting the Town of Claresholm. All requests for street tree works shall be recorded and forwarded to the Infrastructure Services Department, inspected and assessed by the Infrastructure Services Department or delegated representative.

The person making the request for maintenance will be advised of the action to be taken and the approximate timelines in which the works will be completed.

Persons making the request for street tree planting will be advised whether the request can be accommodated. If the site is suitable, the person making the request will be advised of the species to be planted and the approximate timelines in which the works will be completed. Street tree planting will occur in the planting season following the request. Planting seasons are usually conducted between April – September. The Infrastructure Services Department will endeavor to meet requests for planting made during the planting season although planting will be subject to timing of the request, stock and resource availability.

Land owners cannot plant trees or flowers at their discretion on Town of Claresholm land without written approval from the Town of Claresholm.

If a tree has been removed and was particularly significant due to its size, prominence in the landscape, rarity or other highly esteemed social value, Infrastructure Services may compound the initial costs of repair/replacement figure for the amount of years to have a newly planted tree achieve a similar size in the landscape to the tree removed or to a stage that the tree is established and having an impact on the landscape.



# REQUEST FOR DECISION

Meeting: October 11, 2016  
 Agenda Item: 7

## 2016 INFRASTRUCTURE PROJECT TENDERS

### DESCRIPTION/BACKGROUND:

Administration requests a motion of council to accept a tender for the 2016 Infrastructure Projects. The tenders for the sanitary sewer and pavement overlay projects closed Friday September 23, 2016.

### DISCUSSION/OPTIONS:

Two contracting firms provided quotes in the tendering process for the project. The two firms and their cost (including GST) are:

- McNally Contractors (2011) Ltd. - \$575,875.87
- Tollestrup Construction (2005) Ltd. - \$594,292.78

Options:

- Council pass a motion to accept a tender for the 2016 Infrastructure Projects. The contracted Engineering firm MPE has recommended Council accepts the low bidder. MPE will prepare the necessary contract documents.
- Council refer back to Administration to re-tender for the 2017 year.

### COSTS/ SOURCE OF FUNDING (if applicable):

The project is to be funded by way of local improvement tax. Bylaw #1616- A Borrowing Bylaw was past September 26, 2016.

2016 Approved Budget (below) – Capital Projects (please note the 360,000 was allocated for 4 blocks of pavement overlay and 1 block was removed from the project).

Sewer main replacement - 200 block of 52nd ave west	220,000
<i>Funding: Reserves</i>	<i>Sewer main reserve</i>
	(22,995)
<i>Funding: FGTF</i>	(197,005)
4 blocks pavement overlay	360,000
<i>Funding: Proceeds from long-term debt</i>	<i>Local improvement/Debt</i>
	(360,000)

Borrowing Bylaw (by way of local improvement)	\$217,960.00
2016 approved project budget (FGTF, sewer main reserve)	\$220,000.00
Difference Outstanding	\$137,910.87

The remaining difference could be taken from Municipal Reserves for the completion of the project.

**PROPOSED RESOLUTION:**

Moved by Councillor \_\_\_\_\_ to recommend \_\_\_\_\_ to complete the 2016 Infrastructure Projects at a cost of \_\_\_\_\_.

Or

Refer to Administration to re-tender in 2017 due to the project being over budget.

**ATTACHMENTS:**

- 1.) Correspondence from MPE.

**APPLICABLE LEGISLATION:**

- 1.) N/A

**PREPARED BY:** Mike Schuweiler, Director of Infrastructure Services

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**APPROVED BY:** Marian Carlson, CLGM - CAO

**DATE:** October 6, 2016

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Suite 300, 714 - 5 Avenue South  
Lethbridge, AB T1J 0V1  
Phone: 403-329-3442  
1-866-329-3442  
Fax: 403-329-9354



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

September 23, 2016  
File: N:\1466\020\L01

Attention: **Mike Schuweiler**  
**Director of Infrastructure Services**

Dear Mike:

**Re: Town of Claresholm – 2016 Infrastructure Improvements  
Tender Results and Recommendation**

On September 23, 2016 at 2:00 p.m., a total of two (2) Tenders were submitted and opened at the MPE Engineering Ltd. Lethbridge Office for the above noted project. We have reviewed the tenders and found no arithmetic errors in the submissions. The following summarizes the submitted tenders received from lowest to highest. The tender amounts include 10% contingency allowance and 5% GST.

<u>Tenders</u>	<u>Tender Amount</u>
McNally Contractors (2011) Ltd.	\$575,870.87
Tollestrup Construction (2005) Inc.	\$594,292.78

We have contacted McNally Contractors (2011) Ltd. and they suggest the work would tentatively commence in early spring.

Based upon the above, it is our recommendation that the work be awarded to the low bidder, McNally Contractors (2011) Ltd. in the amount of \$575,870.87 including GST.

Upon notice from the Town of Claresholm, MPE will prepare the necessary Contract Documents for execution by both parties.

If you have any questions, please contact the undersigned at 403-317-3614.

Yours truly,

**MPE ENGINEERING LTD.**

A handwritten signature in black ink, appearing to read "Jason Siemens".

Jason Siemens, C.E.T., C.S.T.  
Project Manager

:js

cc: Marian Carlson, CAO, Town of Claresholm  
Tara VanDellen, Development Officer, Town of Claresholm

## Marian Carlson

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**From:** Jason Siemens <jsiemens@mpe.ca>  
**Sent:** Friday, September 23, 2016 3:21 PM  
**To:** Mike Schuweiler  
**Cc:** Marian Carlson; Tara VanDellen; Tom Leavitt; Eric Dyson  
**Subject:** 2016 Infrastructure Improvements, Low Bidder Tender Summary

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Mike,

As requested, we have summarized the 2016 Infrastructure Improvements tender results for the low bidder into General, Surface Works and Underground Utility Works categories, see below:

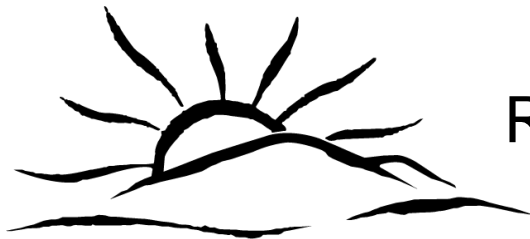
- General (*Schedule A, Items 1 to 3*) - \$39,050.00
- Road Works (*Schedule A, Items 4 to 18*) - \$325,772.00
- Underground Utility Works (*Schedule A, Items 19 to 29*) - \$133,767.50
  - **Sub Total - \$498,589.50**
  
- 10% Extra Work Allowance - \$49,858.95
- 5% GST - \$27,422.42
  - **Total - \$575,870.87**

Please let me know if you require any further information, or a more detailed summary.

Regards,

**Jason Siemens, C.E.T, C.S.T**  
Project Technologist  
Tel. (403) 317-3614  
Cel. (403) 892-7614  
Fax. (403) 329-9354  
Email. [jsiemens@mpe.ca](mailto:jsiemens@mpe.ca)





Claresholm

# REQUEST FOR DECISION

Meeting: October 11, 2016

Agenda Item:8

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## MUNICIPAL RIGHT OF WAY AGREEMENT - AXIA

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### **BACKGROUND:**

A business at the north area of Town has requested service from Axia. In order to proceed with the service they require authorization to install the fibre optic cable in the Town's municipal right of ways (or laneways).

On January 25, 2016 Jason O'Connor from Axia was present to speak to Town Council. Axia is pursuing the installation of fibre optic infrastructure to variance rural communities in Alberta. Nanton and Nobleford have already gone live with their systems.

### **RECOMMENDED ACTION:**

Administration recommends Council enter into the attached agreement with Axia for installation of the fibre optic infrastructure into the Municipal right of ways.

### **PROPOSED RESOLUTION:**

Moved by Councillor \_\_\_\_\_ to approve the Municipal right of way agreement and enter into the agreement with Axia Fibrenet.

### ATTACHMENTS:

- 1.) Municipal Right of Way Agreement

PREPARED BY: Tara VanDellen, Development Officer

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APPROVED BY: Marian Carlson, CLGM – CAO

DATE: Oct 5, 2016

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THIS AGREEMENT MADE IN TRIPLICATE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

BETWEEN:

**THE TOWN OF CLARESHOLM**  
A municipal corporation under the Laws of Alberta  
(the "Town")

OF THE FIRST PART

AND

A corporation registered to carry on business within the Province of Alberta  
(the "Company")

OF THE SECOND PART

**WHEREAS** the Company is a non-dominant "Canadian carrier" as defined in the *Telecommunications Act*, S.C. 1993, c.38 ("**Telecom Act**") and is subject to the jurisdiction of the Canadian Radio-television and Telecommunications Commission (the "**CRTC**");

**AND WHEREAS**, in order to operate the Company wishes to construct, maintain and operate its Equipment in, on, over, under, across or along ("**Within**") the Municipal Rights-of-Way;

**AND WHEREAS** the Company requires the Town's consent to construct the Equipment Within the Municipal Rights-of-Way and the Town is willing to grant the Company a non-exclusive right to access and use Municipal Rights-of-Way on the terms and conditions contained in this Agreement provided that such use and occupancy will be in such a manner that it will not interfere with the Town's use of the Municipal Rights-of-Way, the Town's Utility service requirements, or any rights or privileges conferred by the Town to other persons not a party to this Agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the premises and the mutual covenants and obligations hereinafter set forth, the parties hereto agree as follows:

#### **1.00 DEFINITIONS**

1.01 For the purposes of construing this Agreement, the recitals hereof, the schedules annexed hereto, and any other documents or undertaking delivered in accordance with or in furtherance of the purposes and intents of this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following expressions shall have the meanings ascribed in this Article 1.00:

- (a) "Affiliate" shall have the same meaning as is given to such term under the *Business Corporations Act*, R.S.A. 2000, c. B-9, as amended, as at the date of this Agreement;

- (b) "Agreement" and the words "herein", "hereto", "hereunder" and similar expressions mean or refer to this Agreement and every schedule, addendum and all amendments hereto;
- (c) "Attaching Third Party" means any person, individual, body corporate, firm or other entity that Attaches, or owns, controls, places or uses its own Attachment to the Equipment of the Company within the Municipal Rights of Way;
- (d) "Attachment" or "Attach" means the physical accessing and use of, or attachment to, the Equipment of the Company on, over, under, along or across Municipal Rights-of-Way by an Attaching Third Party pursuant to Article 3.00 of this Agreement;
- (e) "Causal Costs" means the prospective and incremental costs incurred by the Town as a result of the Company's Work as contemplated by Article 4.04 and Telecom Decision CRTC 2001-23 *Ledcor/Vancouver Construction, Operation and Maintenance of transmission lines in Vancouver*, 25 January 2001.
- (f) "Consumer Price Index Variation" means the percentage change in the Alberta Consumer Price Index published by Statistics Canada in the third quarter of each year during the term of this Agreement;
- (g) "Emergency" means an unforeseen situation where immediate action must be taken to preserve the environment, property, public health and/or safety or essential service including an imminent threat to the structural integrity of the Municipal Rights-of-Way or existing infrastructure contained in the Municipal Rights-of-Way or harm to the public or employees, agents or contractors of the Town, the Company or any other users of the Municipal Rights-of-Way;
- (h) "Equipment" means but is not limited to, wires, cables, ducts, conduits, pedestals, vaults, manholes and other accessories, structures and equipment owned by or under the direction, control or management of the Company and located Within the Municipal Rights-of-Way;
- (i) "Lost Productivity Costs" means those reasonable and verifiable additional costs incurred by the Town that are identifiable and directly attributable to the presence of the Company's Equipment on, over, under, along or across Municipal Rights-of-Way in relation to capital construction, roadway widening, rehabilitation work or the construction, installation, repair, replacement, extension or maintenance of sewage lines, conduits, ducts and pipes owned by the Town;
- (j) "Manager" means the CAO for the Town of Claresholm or his/her delegate;

- (k) "Municipal Rights-of-Way" means the highways, streets, road allowances, lanes, walk way lots, bridges, public places, public water and lands within the Town of Claresholm as such boundaries are amended from time to time and owned by or under the direction, control and management of the Town.
- (l) "Right-of-Way Alignment" means the area and all those portions of the Municipal Rights-of-Way for which the Town has approved and issued to the Company a Utility Line Assignment Permit for the Company, or the Town has approved and issued a Utility Line Assignment Permit to an Attaching Third Party, to install Equipment (aerial, surface or underground) for the use of the Company or an Attaching Third Party (as applicable) as evidenced by the plans and "as built" drawings provided by the Company to the Town as required by Article 6.13 of this Agreement.
- (m) "Utility Line Assignment Permit" means a permit issued by the Town for an approved alignment on, over, under, along or across Municipal Rights-of-Way;
- (n) "Work" means any work related to the construction, installation, maintenance, operation, repair, replacement, extension or removal of the Equipment or any Attachment Within the Municipal Rights-of-Way by the Company.

## **2.00 GRANT OF ACCESS**

- 2.01 Subject to applicable law and the terms and conditions of this Agreement, the Town hereby grants to the Company its non-exclusive consent to construct the Equipment on, over, under along or across the Municipal Rights-of-Way and otherwise agrees to the use and occupancy by the Company of the Municipal Rights-of-Way for the purpose performing the Work.
- 2.02 The grant of consent to the Company pursuant to this Agreement shall not in any way restrict the Town's right to cross the Company's Equipment with its equipment or otherwise use the Municipal Rights-of-Way for any purpose, at no cost to the Town; or to allow any person not a party to this Agreement to cross the Company's Equipment with its equipment, on reasonable terms, or use the Municipal Rights-of-Way for any purpose.
- 2.03 The Town may with the consent of the Company, which shall not be unreasonably withheld, make use of or share in the use and occupation of trenches excavated by the Company provided such use and occupation:
  - (a) complies with all applicable law;
  - (b) does not interfere with the use and occupation by the Company or any Attaching Third Party;

- (c) is solely used for the purpose of connecting the Town's municipal government offices in order for the Town to carry on its bona fide operations related solely to municipal governance and not related in any manner whatsoever to any commercial purposes. The Town will be responsible for the incremental share of direct and indirect costs arising from its use and occupation of the said trenches; and
    - (d) does not cause unreasonable delays to the Company's Work.
  - 2.04 No rights or consents granted hereunder shall create or vest in the Company any ownership or property rights on, over, under, along or across the Municipal Rights-of-Way or create an interest in land and the Company shall not register its interest under this Agreement as such.
  - 2.05 Subject to Article 3.00, nothing in this Agreement gives to the Company any ownership interest in, or right to permit any third party person to use or occupy on, over, under, along or across any Municipal Rights-of-Way for any purpose.
  - 2.06 If at any time subsequent to the parties entering into this Agreement the Government of the Province of Alberta or federal government or a federal regulatory authority or an Alberta regulatory authority, acting within its jurisdiction, enacts or repeals any legislation or regulation, or orders, directs or mandates anything which pertains to the Company's use of the Municipal Rights-of-Way or to the subject matter of this Agreement then either party may notify the other of its intention to require the other party to enter into good faith negotiations to amend this Agreement or to enter into a new agreement reflecting such legislation or regulation, as the case may be, within (30) days after written notice (the "Notice") from the notifying party and any newly permitted terms and conditions pursuant to such new or amended agreement will take effect from the date upon which the Notice was provided.
  - 2.07 If the parties are unable to renegotiate the terms and conditions of this Agreement under paragraph 2.06 within forty-five (45) days, then the unresolved matters may be referred by either party to the CRTC or to arbitration for resolution, in accordance with Article 14 of this Agreement.
  - 2.08 The Company acknowledges that nothing in this Agreement shall grant to the Company the right to place, install or build communications towers or ancillary buildings Within the Municipal Rights-of-Way without prior approval of the Town.
- 3.00 ATTACHMENTS BY AN ATTACHING THIRD PARTY**
- 3.01 Subject to any applicable law and upon Town approval, to the extent that the Company is reasonably able to allow any person to access or use its Equipment, the Company shall have the right to allow an Attaching Third Party to Attach to its Equipment and to charge and recover a fee from that person for that right provided that no portion of that fee will be a charge for the use or occupation of the Municipal Rights-of-Way.

- 3.02 The Company may allow an Attaching Third Party to Attach to its Equipment provided that the Company includes in its agreement with the Attaching Third Party clauses requiring the Attaching Third Party to comply, at the Attaching Third Party's sole expense, with all applicable laws, statutes, by-laws, codes, ordinances, rules, orders and regulations in force of all governmental authorities having jurisdiction, and that the Attaching Third Party shall obtain and maintain any and all permits, licenses, official inspections or any other approvals and consents necessary and or required for the placement or operation of the Attaching Third Party's equipment and structures. Such use and occupancy by the Attaching Third Party will be in such a manner that it will not interfere with the Town's use of the Municipal Rights-of-Way, the Town's utility service requirements, or any rights or privileges conferred by the Town to other persons not a party to this Agreement.
- 3.03 Subject to any applicable law, upon the Town's reasonable request, and to the best of the Company's knowledge, the Company shall provide to the Town the names and addresses of Attaching Third Parties who have not obtained the appropriate permits, licenses, official inspections or any other approvals and consents necessary and/or required to Attach to the Equipment, where the Town has encountered a concern with the Attaching Third Party's use and activity on the Municipal Rights-of-Way.

#### **4.00 PAYMENT**

- 4.01 Commencing the date of execution of this Agreement, the Company agrees to pay the Town for Permitting and Inspection Charges and all other Municipal Right-of-Way charges as set out in this Article 4.00 and Schedule "B".
- 4.02 The Company agrees that, from time to time, the Town may incur Lost Productivity Costs. Where the Town has incurred Lost Productivity Costs attributable to the presence of the Company's Equipment Within the Rights of Way, the Company, subject to Article 4.03, covenants and agrees to pay to the Town these Lost Productivity Costs within forty-five (45) days of receipt of an invoice thereof, provided that the Town has provided reasonable written documentation describing these costs including, but not limited to:
- (a) the location of the Equipment;
  - (b) a description of the Town work, including, the sewage lines, conduits, ducts and pipes affected and any other utilities located in the trench;
  - (c) an explanation of the nature of the interference caused by the Company's Equipment;
  - (d) an itemized breakdown of the Town's additional costs, including, but not limited to labour, supplies, equipment and applicable loading factors, productivity and evidence of the Company's proportionate share of such costs as allocated amongst the various utilities located in the trench as provided in Article 4.03.



- 4.03 If the Company disputes the Lost Productivity Costs as described in Article 4.02 including but not limited to the amount of or the proportionate share thereof or whether the Company should be responsible for such costs (the "Dispute") the Company shall provide written notice to the Town of the Dispute within forty-five (45) days of receipt of the invoice. In the event the matter cannot be resolved by the parties within fifteen (15) days of the receipt of the Dispute by the Town, the Company shall pay the invoice without prejudice to its right to apply to the CRTC for a resolution of the Dispute and entitlement to a refund of same in the event the CRTC determines such Lost Productivity Costs were not properly payable by the Company. Should the Company and the Town be unable to agree as to the amount of such Lost Productivity Costs or whether the Company should be responsible for such Lost Productivity Costs, or any other matter relating to such Lost Productivity Costs, the Company or the Town may apply to the CRTC for a determination of the matter. Any Lost Productivity Costs which the Town proposes to collect from the Company pursuant to this Agreement will represent the Company's proportionate share of the Town's Lost Productivity Costs among the various service providers located Within the subject Municipal Rights-of-Way, including without limitation, utilities owned by the Town located Within the subject Municipal Rights-of-Way.
- 4.04 The Company agrees to pay for those additional reasonable and verifiable Causal Costs that are directly related to the Company's Work Within the Municipal Rights-of-Way, including but not limited to, meter hooding, costs incurred by the Town in preparing requisite utility rights-of-way registration documentation, if any, and traffic barricading, all as requested by the Company at the current rates charged by the Town for such services; provided that these Causal Costs are not being recovered through the permitting and inspection fees. The Company shall be provided with an itemized breakdown by the Town of the costs associated with any fees levied pursuant to this provision.
- 4.05 Nothing in this Agreement shall restrict or prevent the Company from making an application to the CRTC, court, or other body of competent jurisdiction should the Company wish to challenge the amount of any fee or payment under this Article, or any other aspect of such fee or payment.
- 4.06 Any fees paid by the Company pursuant to this Agreement are not in lieu of taxes (including, without limiting the generality of the foregoing, business, property, and linear property taxes) or local improvement charges payable to the Town, and the Company shall pay to the Town all taxes properly assessable under the taxing authority of the Town.

## **5.00 TERM**

- 5.01 This Agreement shall be for a ten (10) year term commencing upon the date of execution by both parties (the "Term"), and shall be automatically renewed for an additional period of five (5) years (the "Renewal Term") upon the same terms and conditions as contained in this Agreement, unless earlier terminated in

accordance with the Agreement, and save and except for the payments as contained in Article 4.00 and Schedule "B" and any further option to renew.

**6.00 WORK ON MUNICIPAL RIGHTS-OF-WAY**

- 6.01 All costs and expenses associated with any Work or any other activity by the Company in the exercise of its rights pursuant to this Agreement Within the Municipal Rights-of-Way, shall be borne by the Company.
- 6.02 The Equipment will only be installed at such locations and Within those portions of the Municipal Rights-of-Way as approved by the Town.
- 6.03 The Company will provide to the Town a copy of its civil construction and servicing standards within seven (7) business days of receiving a request for the same by the Town.
- 6.04 The Company's civil construction and servicing standards must meet or exceed the requirements of all applicable construction and safety codes, Town's construction standards, Town service standards and Town policies and procedures, as amended from time to time. It is the Company's sole responsibility to determine if its civil construction and servicing standards meet the said requirements. If the Town's standards do not cover all articles dealt with in the Company's civil construction and servicing standards, the Town then reserves the right to review and approve those articles of the Company's civil construction and servicing standards.
- 6.05 Prior to the Company's commencement of any excavation or of installation of any Equipment or Attachment Within Municipal Rights-of-Way in a new Right-of-Way Alignment, at any time during the Term of this Agreement, the Company shall obtain a Utility Line Assignment Permit from the Town and provide to the Manager plans showing the location of the Equipment or Attachment in such detail as required by the Manager.
- 6.06 Notwithstanding Article 6.05 of this Agreement, the Company may carry out routine maintenance, field testing and residential subscriber connections without the consent of the Town, but in no case will it carry out any excavation of asphalt or concrete Within Municipal Rights-of-Way except in accordance with this Agreement.
- 6.07 The Company agrees that all Work carried out by the Company Within Municipal Rights-of-Way pursuant to this Agreement shall:
  - (a) be carried out in a good, workmanlike and timely manner;
  - (b) comply with all applicable civil construction and safety codes, Town civil construction standards, Town service standards and Town policies and procedures, as amended from time to time;

- (c) be in accordance with the Company's Servicing Standards in accordance with Article 6.04 herein;
  - (d) be made to the permanent installation standard no later than six (6) months after installation or within such reasonable time period as approved by the Manager, where the Work has been done as an Emergency or temporary repair;
  - (e) not damage in any manner the property of the Town or any person, including but not limited to, poles, wires, cables; ducts, conduits, pedestals, vaults, manholes and other accessories, structures and equipment; and
  - (f) where the Town identifies any deficiencies in work done by the Company in accordance with this Article the Company shall repair such deficiencies within forty-five (45) days or provide a written response to the Town as to why this cannot be completed in that time frame.
- 6.08 Notwithstanding any other provision in this Agreement, the Town, acting reasonably, reserves the right to set, adjust or change the approved schedule of Work by the Company within the Municipal Rights-of-Way for the purpose of coordinating or managing any major events or activities, including, but not limited to the restriction of any Work Within certain Municipal Rights-of-Way during those restricted time periods; provided however, that any such adjustment or change shall be conducted so as to minimize interruption to the Company's operations. The Town shall use its best efforts to provide to the Company forty-eight (48) hours advance written notice of any change to the approved schedule of Work by the Company in the Municipal Rights-of-Way except that in the case of any Emergency the Town shall provide such advance notice as is reasonably possible in the circumstances.
- 6.09 Upon completion of any Work, unless otherwise agreed in writing between the Town and the Company, the Company shall promptly restore and repair any damage to the Municipal Rights-of-Way, other Town property or property of any other person that was damaged during the Work to the condition in which they existed prior to the Work, and to the satisfaction of the Manager and the Company shall warranty any such repair for a period of two (2) years. If the Company fails to restore and repair in accordance with this Article, within twenty (20) days of receipt of notification from the Town, the Town may complete the restoration and repair and charge all Causal Costs to the Company.
- 6.10 The Company will dispose of all earth, stone, asphalt, concrete and other materials removed from the Municipal Rights-of-Way during any Work, at its sole cost and expense, unless otherwise directed by the Manager. The Town may reserve rights to salvage all or a portion of such materials upon notice to the Company and the Company will comply with all such direction of the Manager, subject to the incremental costs and conditions of such salvage as requested by the Town being acceptable to the Company, acting reasonably.

- 6.11 Where an installation of any Equipment Within Municipal Rights-of-Way is required by the Company or an Attaching Third Party outside of an existing Primary or Secondary Right-of-Way Alignment, the Company will obtain a Utility Line Assignment Permit for its own Equipment and will inform the Attaching Third Party of the requirement to obtain a Utility Line Assignment Permit from the Town for its Equipment.
- 6.12 The Company shall complete and maintain throughout the term of this Agreement “as built” drawings within 2 (two) months of completing the installation of any Equipment.
- 6.13 The Company shall, at no cost to the Town, provide plans upon request with respect to any locations of any Equipment and Attachments within the Municipal Rights-of-Way within three (3) business days of receiving such request from the Town, unless the request relates to an Emergency in which case immediate response is required. Drawings must be provided to a level of detail to the satisfaction of the Manager.
- 6.14 The Company agrees that throughout the Term it shall participate in any utility coordinating committees and to pay its proportionate share of the reasonable costs of the administration of such utility coordinating committees.
- 6.15 Notwithstanding any other provision in this Agreement, all surface restoration or repair that is the responsibility of the Company under this Agreement:
- (a) will be completed by the Town at the sole cost and expense of the Company, or, at the option of the Town,
  - (b) will be completed by the Company and must meet or exceed the terms and conditions of the Town of Claresholm Servicing Standards in effect at the time of construction.
- 6.16 The Company agrees that it shall at its sole cost and expense, within thirty (30) days of the date of execution of this Agreement, register and maintain a membership in good standing for the duration of this Agreement with the Alberta One-Call Corporation. All costs associated with obtaining and maintaining membership with the Alberta One-Call Corporation shall be borne by the Company. Contact with Alberta One-Call may be made by facsimile, personal delivery or prepaid registered mail addressed as follows:

Alberta One-Call Corporation  
104-4242 7th Street SE  
Calgary, Alberta  
T2G 2Y8  
FAX 403-531-3703

**7.00 MAINTENANCE AND REPAIR**

- 7.01 The Company agrees, at its sole cost and expense, to maintain the Equipment and any Attachments installed by the Company in a safe, clean and sanitary condition and in good and substantial repair, to the reasonable satisfaction of the Manager.
- 7.02 On ten (10) days prior written notice, the Company will permit the Town to inspect the Equipment and any Attachments installed by the Company for the purpose of ascertaining the condition or state of repair thereof or of verifying that no default has occurred under this Agreement.
- 7.03 Where an inspection reveals that repair or maintenance is necessary, the Town may give the Company written notice of the need for such repair or maintenance and the Company hereby agrees to promptly and in accordance with such notice, commence or cause the same to be commenced within the time limited in such notice and to diligently proceed to complete the same in a good and workmanlike manner. In default of the Company carrying out such repair or maintenance, the Town may carry it out, provided that the Town shall not damage or interfere with the operation of the Equipment in any manner whatsoever unless absolutely necessary, for the account and at the sole cost and expense of the Company. If the Town effects repairs and maintenance pursuant to this Article, the Town shall incur no liability to the Company resulting there from except to the extent that any such liability arises out of or is contributed by the negligence or willful misconduct of the Town.

**8.00 RELOCATION**

- 8.01 In the event the Town requires the Company to relocate its Equipment as may be required by the Town to comply with Town, Provincial or Federal safety standards or accommodate any relocation, installation, modification, repair, construction, upgrading or removal of Town facilities (including road work or road widening), the Town agrees to provide to the Company ninety (90) days written notice of the proposed relocation and any alternate alignment to accommodate the relocation of the Company's Equipment. The Company agrees to relocate such Equipment within the ninety (90) day time period provided or such other period as may be negotiated by the parties.
- 8.02 Subject to the provisions in this Article, prior to requiring the Company to relocate its Equipment or perform any work in accordance with Article 8.01 herein, the Town agrees to consider the cost of the relocation or work in the evaluation of the total cost of the Town's work; provided that in no event will the Town be under an obligation to act on the results of the evaluation. If the Town, at its sole option, comes to an agreement with the Company respecting relocation costs pursuant to this Article 8.02, such agreement shall become an Addendum to this Agreement.

- 8.03 Subject to Article 8.04, the responsibility for the cost of Town initiated Equipment relocation shall be allocated as follows:
- (a) within five (5) years of the permit approval being granted for the construction and/or installation of such Equipment, the Town shall be responsible for 100% of the relocation costs for the Equipment affected;
  - (b) after five (5) years of the permit approval being granted for the construction and/or installation of such Equipment, the responsibility for the cost shall be shared by the parties hereto such that the percentage of the costs assumed by the Town will be reduced by 20% in each subsequent year; and
  - (c) after ten (10) years of the permit approval being granted for the construction and/or installation of such Equipment, all costs for relocation shall be the responsibility of the Company.
- 8.04 The responsibility for costs for relocation of Equipment not provided for by Article 8.01 including but not limited to beautification projects or projects initiated to third parties to provide concessions to third parties, will be the sole responsibility of the Town or the applicable third party.
- 8.05 The Company shall be solely responsible for raising its manhole frames and resurfacing work and the associated costs thereof.
- 8.06 If the Company fails to complete the relocation of the Equipment in accordance with Article 8.01, the Town may, but is not obligated to, at its sole option, complete such relocation or other work. In such event, the Company shall pay the reasonable and verifiable cost of such relocation work to the Town, together with an administrative fee of fifteen percent (15%) of such cost.
- 8.07 For clarity the parties confirm that, for the purposes of this Article, costs refers to those costs related to the physical move of Equipment only and not loss of revenue.

## **9.00 EMERGENCY**

- 9.01 In an Emergency involving any Equipment or Attachment and resulting from the activities of the Company or an Attaching Third Party Within Municipal Rights-of-Way, the Company shall use its best commercially reasonable efforts to provide advance notice to the Town prior to commencing any Emergency repair. If advance notice cannot be provided by the Company, the Company shall provide notice to the Town as soon as reasonably possible thereafter. The Company shall forthwith take steps or cause steps to be taken, at its sole cost and expense, to handle the Emergency in as timely a manner as possible and shall restrict the use of the Municipal Rights-of-Way by the Town as minimally as possible in the circumstances.

## **10.00 HAZARDOUS SUBSTANCES**

- 10.01 The Town has made no representations or warranties as to the quality, condition or sufficiency of the Municipal Rights-of-Way for any purpose, or as to the presence or absence of hazardous substances Within the Municipal Rights-of-Way and the Municipal Rights-of-Way are used and occupied by the Company at its own risk with all faults and imperfections whatsoever and on a strictly “as is, where is” basis. Notwithstanding the above, in no circumstance shall the Company be liable for the remediation or cleanup of any hazardous substances existing Within the Municipal Rights-of-Way prior to or during the Term of this Agreement, save and except for any remediation or clean up required as a result of the Company’s use, activities or operations Within the Municipal Rights-of-Way prior to execution and during the Term of this Agreement.
- 10.02 In the event the Municipal Rights-of-Way become contaminated due to any hazardous substances Within the Municipal Rights-of-Way which result from the direct use, activities or operations of the Company Within the Municipal Rights-of-Way or which result from any products or goods brought upon the Municipal Rights-of-Way by the Company, or by any person for whom it is responsible in law, the Company agrees to be responsible for any cleanup of the Municipal Rights-of-Way resulting therefrom.

## **11.00 INDEMNIFICATION**

- 11.01 The Company shall be liable to the Town for, and shall indemnify and hold harmless the Town, its councillors, and employees from and against any and all losses, liabilities, claims, suits, actions, damages, reasonable costs and expenses which may be brought or made against the Town or which the Town may pay or incur as a result of or in connection with:
- (a) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement to be fulfilled, kept, observed or performed by the Company;
  - (b) any damage to property or injury to a person or persons, including, but not limited to death, resulting at any time therefrom, occasioned by the use and occupation, activities or operations of the Company Within the Municipal Rights-of-Way;
  - (c) any damage to property or injury to a person or persons, including death, resulting at any time therefrom, arising from the Town performing its normal operations and maintenance within the Municipal Rights-of-Way or the Town responding to any Emergency or carrying out any Emergency repairs, occasioned by the Company’s negligence in its use and occupation, activities or operations Within the Municipal Rights-of-Way, pursuant to this Agreement, except when such damage or injuries occur as result of the Town’s willful misconduct or negligence; or

- (e) any damage to any property or injury to a person or persons, including, but not limited to death, resulting at any time therefrom, arising from the escape, discharge or release of any hazardous substance (including, but not limited to, petroleum products and by-products, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any law, ordinance, rule, regulation, bylaw or code, whether federal, provincial or municipal) occasioned by the use and occupation, activities or operations of the Company Within the Municipal Rights-of-Way.

11.02 The Town shall be liable to the Company for, and shall indemnify and hold harmless the Company, its officers, directors, and employees from and against any and all losses, liabilities, claims, suits, actions, damages, reasonable costs and expenses (including, but not limited to costs as between a solicitor and his own client) which may be brought or made against the Company or which the Company may pay or incur as a result of or in connection with:

- (a) any breach, violation or non-performance of any covenant, condition or agreement in this Agreement to be fulfilled, kept, observed or performed by the Town;
- (b) any damage to property or injury to a person or persons, including, but not limited to death, resulting at any time therefrom, occasioned by the use and occupation, activities or operations of the Town Within Municipal Rights-of-Way; or
- (c) any damage to any property or injury to a person or persons, including, but not limited to death, resulting at any time therefrom, arising from the escape, discharge or release of any hazardous substance (including, but not limited to, petroleum products and by-products, industrial wastes, contaminants, pollutants, dangerous substances, and toxic substances, as defined in or pursuant to any law, ordinance, rule, regulation, by-law or code, whether federal, provincial or municipal) occasioned by the use and occupation, activities or operations of the Town Within Municipal Rights-of-Way.

11.03 The indemnities contained in this Article shall survive the termination of this Agreement for such period of time as required by the applicable statute of limitations.

11.04 In the event that any claim, suit, action or demand is brought or made against the Town for which the Company has agreed to indemnify and save harmless the Town, the Company at its option shall take carriage of such claim, action, suit or demand, upon providing said written notice to the Town, and make all decisions and shall have full authority related to:

- (a) the compromise of any such action, suit, claim or demand in the sole discretion of the Company and on such terms as the Company will deem



reasonable, and the Company will thereupon forthwith pay to the Town the sum or sums so paid herein; and

- (b) contesting the same or the validity thereof by appropriate legal proceedings.

On final determination of such action, suit, claim or demand, the Company will immediately pay any judgement rendered against the Town or its councillors and employees, together with all proper costs and charges.

11.05 In the event that any claim, suit, action or demand is brought or made against the Company for which the Town has agreed to indemnify and save harmless the Company, the Town at its option shall take carriage of such claim, action, suit or demand, upon providing said written notice to the Company, and make all decisions and shall have full authority related to:

- (a) the compromise of any such action, suit, claim or demand in the sole discretion of the Town and on such terms as the Town will deem reasonable, and the Town will thereupon forthwith pay to the Company the sum or sums so paid herein; and
- (b) contesting the same or the validity thereof by appropriate legal proceedings.

On final determination of such action, suit, claim or demand, the Town will immediately pay any judgement rendered against the Company or its officers, directors and employees, together with all proper costs and charges.

11.06 Notwithstanding any provision contained in this Agreement, the Town and the Company shall not be liable to each other in any way for indirect, incidental, punitive, reliance, special or consequential losses or damages, including but not limited to damages for economic loss, howsoever caused or contributed to, in connection with this Agreement.

11.07 This Article shall survive the termination of this Agreement.

## **12.00 INSURANCE**

12.01 Throughout the term of this Agreement, the Company shall maintain in full force and effect the following:

- (a) General Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence for personal injury and/or property damage. Such policy shall be endorsed to include the following:
  - (i) Contractual Liability (including this Agreement);
  - (ii) Non-Owned Automobiles;
  - (iii) Products & Completed Operations (as applicable);

- (iv) Excavation, collapse, shoring and pile driving (as applicable);
  - (v) Broad form Property Damage;
  - (vi) Employees as Additional Insured;
  - (vii) Cross Liability.
- (b) Standard Owned Automobile Liability coverage in an amount not less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and/or property damage.

- 12.02 The aforementioned insurance coverage policies shall be endorsed to provide the Town with thirty (30) days prior written notice of cancellation or material change to coverage levels below those stated in Article 12.01, and shall be in a form acceptable to the Town's CAO, Risk Management and Claims or his/her designate. Evidence of such policies shall be submitted to the Town on the Certificate of Insurance and endorsement forms provided to the Company by the Town which will be duly completed by the Company's broker and/or insurer.
- 12.03 Evidence of renewal of coverage shall be provided to the Town prior to expiry in a form acceptable to the Town's CAO, Risk Management and Claims or his/her designate.
- 12.04 Upon request by the Town, the Company shall provide additional insurance if this is deemed necessary by the Town's CAO, Risk Management and Claims or his/her designate. If requested, a written explanation will be provided to the Company for the additional insurance requirement and any such request shall be reasonable and required by the circumstances.
- 12.05 It is further understood and agreed that the policy limits shown under Article 12.01 (a) and 12.01(b) herein do not define or limit the Company's liability to indemnify the Town, nor does the Town make any representation as to the adequacy of said limits or scope of coverage in the event of a claim.

### **13.00 TERMINATION**

- 13.01 The Town and the Company mutually agree that, should either party fail to carry out any of the material terms, covenants and conditions herein contained and fail within forty-five (45) days after receiving written notice from the other party to correct any such failure capable of correction, or if such failure reasonably requires more than forty-five (45) days to correct, to commence to correct such failure and to diligently carry out such correction, then the other party may terminate this Agreement on thirty (30) days written notice; provided that either party may submit an application to the CRTC regarding such termination and provided, also, that any such termination shall not affect the use, operation, repair or maintenance of any existing Equipment of the Company located Within the Municipal Rights-of-Way or the relocation requirements as provided in Article 8.00.

13.02 This Agreement shall terminate if an order is made or an effective resolution is passed for the winding up, dissolution or liquidation of the Company or, at the option of the Town, if the Company becomes bankrupt.

13.03 Upon termination of this Agreement for any reason, the Company shall:

- (a) enter into meaningful negotiations for a new agreement where the Company continues to operate and to use and occupy Municipal Rights-of-Way; and
- (b) notify the Town if the Company has abandoned any pedestals, vaults and structures located above the surface of the ground (collectively, the "Surface Equipment") and, at the request of the Town, the Company shall, within a reasonable period of time after such request, remove such abandoned Surface Equipment. Upon removal of the abandoned Surface Equipment by the Company, it shall forthwith repair any damage resulting from such removal and restore the Municipal Rights-of-Way to the condition in which they existed prior to the removal. If the Company fails to remove its Surface Equipment and restore the Municipal Rights-of-Way, the Town may complete the removal and restoration and charge all reasonable and verifiable costs it incurs to the Company. The Company agrees that the insurance policy referred to in Article 12.00 hereof shall remain in full force and effect until all its abandoned Surface Equipment is removed as requested by the Town in accordance with this Article.

13.04 Notwithstanding the expiry or earlier termination of this Agreement, the Company shall continue to be liable to the Town for all payments due and obligations incurred hereunder prior to the date of such termination.

#### **14.00 ARBITRATION**

14.01 Subject to Article 14.05, if a dispute arises that cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation. If the dispute cannot be resolved by mediation, the parties shall submit the dispute to binding arbitration before a sole arbitrator conducted pursuant to the *Arbitration Act*, RSA 2000, c. A-43 (the "*Arbitration Act*"). If agreement cannot be reached on naming the mediator or arbitrator, either party may request the President of the Alberta Mediation Society to name a mediator or arbitrator or either party may make application to the Court of Queen's Bench to have an arbitrator appointed pursuant to the *Arbitration Act*.

14.02 This Article applies to any dispute (except a dispute with respect to Articles 6.05, 6.06, 6.09, 6.13, 6.16, 7.01 and 16.01(b)) that arises between the parties under this Agreement or any legal relationship associated with or contemplated by this Agreement, whether in contract, tort or otherwise, including but not limited to a dispute as to or arising out of the existence, terms, validity or termination of this Agreement.

- 14.03 Arbitration may be commenced by either party giving notice to the other party to participate in the appointment of an arbitrator. The notice shall contain a statement of the issue or issues in dispute.
- 14.04 Subject to Article 14.01, there will be a single arbitrator unless otherwise agreed by the parties, and the parties will appoint the arbitrator by agreement within twenty (20) days after the giving of notice of commencement of arbitration in accordance with Article 14.03 herein.
- 14.05 This Article does not apply to a dispute which may fall under the jurisdictional competency of the CRTC or the federal laws of Canada, which such dispute shall be determined by the CRTC or the Federal Court of Canada.

## **15.00 TAXES**

- 15.01 The Company agrees that no taxes, rates, assessments, charges, levies or impositions of any kind or nature of any governmental authority shall be payable by or placed upon the Town in relation to any use or occupation of the Municipal Rights-of-Way by the Company pursuant to this Agreement, and if any such taxes, rates, assessments, charges, levies or impositions shall be levied, imposed, or placed, the Company shall make payment thereof.
- 15.02 All applicable taxes or assessments in the nature of sales taxes, goods and services taxes or value added taxes which may be charged, levied or assessed as a result of this Agreement, whether or not such taxes are charged, levied or assessed as against the Town, shall be the responsibility of the Company, and the Company shall, on written demand by the Town, pay to the Town any and all such taxes. The Company shall not be obligated to pay such taxes to the Town as contemplated in this Article if the Company shall have delivered to the Town Treasurer a statutory declaration evidencing that the Company is a registrant pursuant to any such tax legislation and as such, the Town is not liable to remit any such taxes to any taxing authority. In the event that the Company is a registrant as hereinbefore stated, and pursuant to this Article has the obligation to remit such taxes directly to the relevant taxing authority, then in such case, the Company agrees to indemnify and save harmless the Town as against any and all actions, causes of action, claims, demands, costs or damages which the Town may incur or sustain in regard to the payment, or failure to pay, by the Company of any such taxes.

## **16.00 FAILURE TO PERFORM**

- 16.01 In the alternative of exercising its rights to terminate pursuant to Article 13.00 herein, if either party (the "Defaulting Party") at any time fails to perform its obligations pursuant to this Agreement, the other party (the "Non-Defaulting Party") may at its option:
- (a) perform such obligations upon written notice to the Defaulting Party in that regard. Within forty-five (45) days of receipt by the Defaulting Party from the Non-Defaulting Party of an invoice setting forth the costs incurred by

the Non-Defaulting Party in performing such obligations or any other costs payable by the Defaulting Party to the Non-Defaulting Party hereunder, the Defaulting Party shall pay such reasonable and verifiable costs to the Non-Defaulting Party. Notwithstanding the foregoing, the Town shall not damage and/or interfere with the operation of the Equipment in carrying out such work;

- (b) where the Defaulting Party is the Company, the Town may, at its option, withhold any approval or permit required to be given prior to the commencement of any Work, until the Company has complied with its obligations pursuant to this Agreement with respect to the Work for which the Company is seeking approval.

16.02 Neither of the parties will be liable for failing to perform any of its respective obligations, covenants and agreements herein contained (excepting always obligations, covenants or agreements to pay) if failure, damage or loss is caused by an event of force majeure, including acts of God or of the enemies of Canada, fire or other casualty, war, disaster, riots, strikes, walk-outs or other disturbances or for any other causes beyond the control of the party seeking relief and any date affected thereby shall be extended for the number of days equal to that number of days during which any such event is operative.

16.03 When any amount payable hereunder by either party to the other party shall be in arrears, such amount shall bear interest at the rate of two (2%) percentage points above the annual prime rate set by the Toronto Dominion Bank, main branch in Lethbridge, until paid, but this stipulation for interest shall not prejudice or affect any other remedies available to the Non-Defaulting Party by law or by the terms of this Agreement.

## **17.00 COMPLIANCE WITH LAWS**

17.01 The Company shall procure and maintain, at its sole cost and expense, such licenses, permits or approvals, from federal, provincial, municipal or other government authorities as may be necessary to enable the Company to conduct its business or exercise the rights granted to it pursuant to this Agreement Within the Municipal Rights-of-Way.

17.02 The Company shall operate its business and shall carry on and conduct all activities Within the Municipal Rights-of-Way in compliance with all applicable federal, provincial and municipal statutes, orders, and regulations, as amended.

17.03 The Company shall obtain all approvals ordinarily required from the Manager and shall be subject to all Town servicing standards, all civil construction standards, and all other circulation procedures of general application as amended.

**18.00 NOTICE**

18.01 Any notice required or permitted to be given hereunder may be sufficiently given if personally delivered, faxed or sent by prepaid registered mail addressed as follows:

to the Town at:

Town of Claresholm  
Box 1000  
Claresholm, Alberta  
T0L 0T0  
Attn: CAO

to Company at:

Attn: Legal Department

or to any other address as may be designated in writing by the parties. Notice given by registered mail, if posted in Alberta, shall conclusively be deemed to have been received on the fifth business day following the date on which such notice is mailed or if delivered in person or by fax shall be deemed received on the date delivered during normal business hours or upon confirmation of transmission by fax. In the event of a postal strike, notice may only be given by personal delivery.

18.02 Each party shall provide to the other party a list of twenty-four (24) hour emergency contact personnel in accordance with Schedule "A" and shall ensure that the list is current.

**19.00 GENERAL**

19.01 The Company shall not suffer or permit any builders' lien(s) or other construction liens to be filed or registered against the Municipal Rights-of-Way resulting from the operations or activities of the Company. Any lien so filed shall be removed from title to the Municipal Rights-of-Way by the Company within twenty (20) days following notice from the Town to the Company of the existence of a lien.

19.02 The Company agrees that it shall, at its own cost and expense, procure and carry or cause to be procured, carried and paid for, full Workers' Compensation Board coverage for all its workers, employees, servants and others engaged by the Company in or upon any Work.

- 19.03 Use of the word “will” or “shall” in this Agreement creates a mandatory obligation.
- 19.04 The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.
- 19.05 This Agreement shall be construed and governed by the laws of the province of Alberta and the laws of Canada that may be applicable to a party in the province of Alberta.
- 19.06 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective administrators, successors and assigns, including, but not limited to successors in title, and permitted assigns.
- 19.07 This Agreement may be sublicensed, transferred or assigned by either party in its entirety, to a single sublicense, transferee or assignee with the other’s prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, the Company may, without the Town’s consent, sublicense, transfer or assign, in whole or in part, its rights and obligations under the Agreement to an Affiliate. The Company shall deliver written notice to the Town of any sublicense, transfer or assignment to an Affiliate. In the event of any such sublicense, transfer or assignment, the Company shall be fully released from its obligations under this Agreement to the extent those obligations are assumed in writing by such assignee.
- 19.08 The Company may pledge the license granted by this Agreement as security without the consent of the Town to any person directly or indirectly providing financing to the Company, but such pledge shall not release the Company from its obligations and liabilities under this Agreement.
- 19.09 All contracts, whether of employment or otherwise, entered into by the Company with respect to this Agreement, including without limiting the generality of the foregoing, agreements with an Attaching Third Party, shall be made by the Company as principal and not as agent of the Town and the Town shall have no liability thereon.
- 19.10 Nothing herein shall be construed as in any way constituting this a partnership among or a joint venture by the parties hereto, or be construed to evidence the intention of the parties to constitute such a relationship. Neither party shall hold itself out contrary to the terms of this Article by advertising otherwise, nor become liable or bound by any representation, act or omission whatsoever of the other party contrary to the provisions of this Article.
- 19.11 The parties shall comply with the applicable laws of Canada and Alberta. The reference to any statute, regulation, bylaw, policy or procedure shall be deemed to include any new, substituted and amended statute, regulation, bylaw, policy or procedure in force from time to time. The Town, acting reasonably, shall include the Company in any consultation or discussion regarding any proposed amendment or new statute, regulation, by-law, policy or procedure initiated by

the Town which affects in any way the terms and conditions of this Agreement or the subject matter hereof.

- 19.12 The waiver by the Town or the Company of the strict performance of any condition, covenant or agreement herein contained shall not constitute a waiver of or abrogate such or any other condition, covenant or agreement nor shall it be deemed a waiver of any subsequent breach of the same or of any other condition, covenant or agreement.
- 19.13 Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.
- 19.14 This Agreement shall not be modified, varied or amended except by an instrument in writing signed by the parties hereto.
- 19.15 Notwithstanding any provision contained in this Agreement, any official or representative including, but not limited to the Manager, exercising any discretionary power or in making any approvals, consents, decisions, orders or directives on behalf of the Town or the Company under the terms of this Agreement shall act reasonably, in good faith and without delay.
- 19.16 The Town shall cooperate with the Company in any application to the CRTC by providing to the Company such reasonable information requested by the Company, should the Company attempt to recover all or a portion of any fee payable under this Agreement through rates charged to its customers or its competitors.
- 19.17 The parties acknowledge that they have worked collaboratively in the preparation of this Agreement and have had the opportunity to obtain independent legal advice prior to executing this Agreement and accordingly, the doctrine of *contra proferentum* will not apply to this Agreement.

IN WITNESS WHEREOF the parties hereto have affixed their respective corporate seals by the hands of their duly authorized officers in that behalf on the day and year first above written.

**TOWN OF CLARESHOLM**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_



## SCHEDULE "A"

### SCHEDULE OF EMERGENCY CONTACTS AND ATTACHING THIRD PARTIES

EMERGENCY TELEPHONE NUMBERS:

Emergency contacts for the Company as per paragraph 18.01:

#### **EMERGENCY Contact Info.**

<b>Example</b>	<b>What to do</b>
Emergencies: Flood Vandalism  Other unexpected condition	1) <b>Contact</b> - Select option1 for English, OR option 2 for French  2) Provide pertinent information as requested by NMC. <ul style="list-style-type: none"><li>• Location</li><li>• Description of situation &amp; status</li><li>• Contact name &amp; emergency (7/24) call-back number</li></ul> 3) <b>In the case of an Emergency, stand-by to be contacted by _____</b>

<b>Example</b>	<b>What to do</b>
Emergencies:  Flood  Vandalism  Other unexpected condition	i i <b>Contact</b>  i i Provide pertinent information as requested by NOC. <ul style="list-style-type: none"><li>• Location</li><li>• Description of situation &amp; status</li><li>• Contact name &amp; emergency (7/24) call-back number</li></ul> i i <b>In the case of an Emergency, stand-by to be contacted by _____</b>

**OTHER CONTACTS AS REQUIRED**

**ADMINISTRATIVE**

inquiries:

- Payments
- Insurance Certificates
  
- Name & Address changes
- Notices

**Contact:**

**RIGHT-OF-WAY** inquiries:

- Renewal issues
- Lease/Legal issues

**Contact:**

**OPERATIONAL**

inquiries:

- Outside Plant Design
- Outside Plant Construction

**Contact**

**Emergency Contacts for the Town of Claresholm as per paragraph 18.01:**

Mike Schuweiler

Director of Infrastructure Services

Phone:403-625-0200

Phone:403-625-0503 (after hours)

**SCHEDULE 'B'**  
**Charges and Terms of Payment**

**I. Causal Costs on a Go Forward Basis**

**A. Permitting and Inspection Fees**

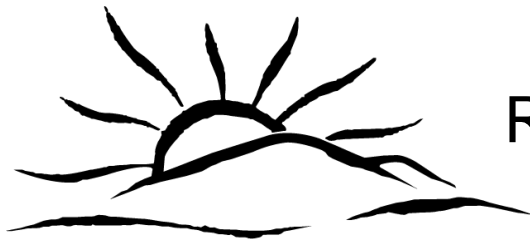
1. These fees are charged to recover the costs of reviewing and circulating applications, issuing Permits and inspecting restoration of the right-of-way.
2. Fees shall be the standard fees charged by the Town to Right of Way Users at the time of the application including, without limiting the generality of the foregoing, line assignment, excavation permitting process and hoarding permit fees.
3. Processes and fees are negotiated between the Town and the Shallow Utility Coordination Committee which committee the Company shall be entitled to join should they wish to do so.

**B. Goods and Services Tax (GST)**

1. All charges and fees pursuant to this Schedule "B" shall be payable at the rates stated plus an amount identified as payment of the Goods and Services Tax (GST) on such amount as assessed, charged, and levied by the Government of Canada. The City's G.S.T. registrant's number is 122211253RT.

**II. Payment of Fees**

1. The Town shall provide the Company with an invoice outlining the fees payable by the Company.
2. Payment of all invoices shall be due within forty-five (45) days of receipt of the invoice.



Claresholm

# REQUEST FOR DECISION

Meeting: October 11, 2016

Agenda Item: 9

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## AIRPORT WATER AGREEMENT (MD of WILLOW CREEK)

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### BACKGROUND / DESCRIPTION:

The MD of Willow Creek requires an interim agreement with the Town of Claresholm for testing of water at the Airport. To date the Town has completed these actions because the system is the Town's. Once the Memorandum of Agreement is in place the complete authority will fall under the M.D for the water service. However, the MD of Willow Creek has requested an additional agreement with the Town of Claresholm to continue to deliver testing and inspection services at the Airport after the new system has been brought on line, under the MD of Willow Creek authority. The MD is willing to pay a reasonable fee for that service. The MD contracts the water services for the other single plant from County of Lethbridge therefore they do not employ certified water operators. This is a service the MD would like the Town to continue to provide at an agreed upon rate.

**Water Testing Services** - Services provided include daily testing for free available chlorine and any testing required by Alberta Environment and Parks (AEP) as per the owners licence. Any chlorine addition and required sampling will only be performed by the certified utility operator (at the cost of the owner).

The minimum frequency of site visits for the certified operator shall be no more than once per day. The Town of Claresholm will provide alternate certified operators to ensure that the operation of the water works system is not compromised.

**Airport Pump Station Maintenance** - Services provided include preventive maintenance, emergency repairs, scheduled servicing, testing and component replacements (at the cost of the owner) and the operation of the backup pumps and electrical system.

### **Types of Maintenance Activities**

**Preventive Maintenance (PM):** PM include the day-to-day building checks, required monitoring and testing required by Alberta Environment and Parks (AEP) and system components to ensure they are performing as intended.

**Repair Service:** Repair includes fixing or replacing broken, worn out or faulty building and mechanical components. Repairs may be required to address normal wear and tear and unanticipated breakdown.

**Discretionary Maintenance:** This includes replacing wear-prone materials. The necessity for this is determined by the town of Claresholm Utility Services Manager at a cost of the system owner.

### **Airport Pump Station Chrysler Backup**

1. Visually inspect the Chrysler backup engine and pump
2. Check oil level (add natural gas oil if needed)
3. Check engine belt

4. Check coolant level
5. Ensure water tap is on while running backup
6. Turn backup control switch to the off position (to start unit)
7. Turn variable frequency drive (VFD) from local to remote after backup starts.
8. Check for water flow in sump from backup coolant line
9. Check split casing distribution pump packings to ensure water seepage for cooling
10. Run backup for a minimum of 30 minutes
11. Turn VFD control switch from remote to local (to start VFD)
12. Turn backup controls switch to the on position (to stop unit)
13. Wait until VFD is running and pressure is stable before leaving the Pump Station
14. Record backup run time and information in daily log book

#### **Airport Pump Station Electric Backup**

1. Visually inspect the electric backup motor and pump
2. Ensure water tap is on while running electric backup
3. Turn electric backup switch to the hand position (to start)
4. Turn VFD from local to remote after backup starts (to stop VFD)
5. Run electric backup quarterly for 15 minutes
6. Run electric backup during times of maintenance on the main distribution motor/pump
7. Turn VFD from remote to local (to start VFD)
8. Turn electric backup switch to the off position (to stop)
9. Wait until VFD is running and pressure is stable before leaving the Pump Station
10. Record information in daily log book

#### **COST / SOURCE OF FUNDING:**

The cost of water testing/inspection is to be determined on an hourly basis as part of contract negotiations.

#### **RECOMMENDED ACTION:**

Refer to Administration to enter into contract negotiations to provide the interim testing and inspection service to the MD of Willow Creek, as well as, continued service after the MD has taken over jurisdiction.

#### **ATTACHMENTS:**

- 1.) Airport Pump Station Daily Inspection Checklist

PREPARED BY: Brad Burns, Utility Services Manager & Tara VanDellen, Development Officer

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APPROVED BY: Marian Carlson, CLGM – CAO

DATE: Oct 5, 2016

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## **Airport Pump Station Daily Check List**

- 1. Visually inspect building and grounds**
- 2. Turn on cold water tap for free chlorine testing**
- 3. Check and record distribution pressure**
- 4. Check and record distribution meter reading**
- 5. Visually check reservoir level**
- 6. Check for dial tone and make sure Pro Talk voice dial out is on**
- 7. Test free chlorine**
  - Let water run a minimum of 5 minutes
  - Turn on Color-Meter
  - Zero Color-meter with 10 ml sample cell blank
  - Fill 10 ml sample cell with test water
  - Add 1 chlorine free DPD powder pillow to sample cell
  - Swirl sample cell for 30 seconds and wipe clean
  - Insert sample cell into Color-Meter
  - Record free chlorine reading
  - If free chlorine reading is lower than 0.60 mg/l, add 300 grams or HTH
  - Record information in daily log
- 8. Visually inspect the backup Chrysler distribution motor and pump**
  - Check oil
  - Check belt
  - Check water level in radiator
  - Check water seepage from packing on the split casing pump
  - Check battery and charger
  - \*ALWAYS check that the backup is in the auto ready position
- 9. Visually inspect variable frequency drive (VFD)**

- 10. Check main electrical motor and split casing distribution pump**
  - Grease motor as needed
  - Grease pump as needed
  - Check motor to pump coupling
- 11. Visually inspect back up electric motor and distribution pump**
  - Grease motor as needed
  - Grease pump as needed
  - Check motor to pump coupling
- 12. Visually inspect valves and lines**
- 13. Visually inspect overhead furnaces**
  - During winter months ensure furnaces are operating daily
- 14. Ensure building is secure when leaving**
- 15. Drive around the reservoir and ensure all hatches are secure**





# REQUEST FOR DECISION

Meeting: October 11, 2016  
Agenda Item: 10

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## INDOOR WALKING GROUP

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### **BACKGROUND:**

The Indoor Walking Group has been approaching the Town of Claresholm to assist them in their efforts to keep people mobile during the winter months since 2008. The Town has paid the following amounts directly to the Claresholm Community Centre on the Group's behalf:

2008 - \$500  
2009 - \$500  
2010 - \$1,000  
2011 - \$1,000  
2012 - \$1,000  
2013 - \$0  
2014 - \$1,000  
2015 - \$1,000

In the earlier years, the money for the Walking Group was paid out of MSI Operating Funds. The last several years, the Town has budgeted for this group in the general operating budget. In 2013, the group must have secured funding from another source.

Since the success of the Claresholm Society for the Arts and their productions, there has been some modifications to the schedule for the walking group. When the request came in 2015, Council's motion was the following:

Moved by Councillor Dixon to donate \$1,000 to the Indoor Walking Group for the use of the Community Centre for the time frame October 2015 to March 2016, and that all details regarding the facility rental (time, dates, terms, conditions, etc.) be arranged through the Claresholm Community Hall Board.

### **OPTIONS**

Council pass a motion to approve the donation request of \$1000 to the Indoor Walking Group for the use of the Community Centre for the time frame of October 2016 to March 2017, arranged through the Claresholm Community Hall Board

Council pass a motion to deny the donation request.

### **ATTACHMENTS:**

- 1.) Letter from Hazel Perrier, Indoor Walking Group dated September 5, 2016

### **APPLICABLE LEGISLATION:**

- 1.) Policy #CEDC 12-15 – Community Donation Policy

PREPARED BY: Karine Wilhauk, Finance Assistant / Communications Administrator

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APPROVED BY: Marian Carlson, CLGM – CAO

DATE: Oct 6, 2016

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Box 2797,  
Claresholm, Alberta  
T0L 0T0

September 5, 2016.

Town of Claresholm  
Box 1000  
Claresholm, Alberta  
T0L 0T0

Attention: Council Members

Re: Indoor Walking Group Funding – 2016 – 2017

Gentlemen:

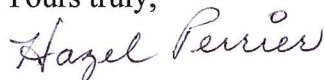
On behalf of the Indoor Walking Group I am writing requesting funding amounting to \$1,000.00 for the rental of the Claresholm Community Centre for the 2016-2017 season.

We would like the use of the hall Tuesday, Wednesday and Thursday each week from 9 AM to 10 AM starting October 11, 2016 to approximately March 16, 2017, weather permitting.

This will be my 14<sup>th</sup> year of supporting the Walking Group and find that it is well received, and a program that many look forward to in the winter months. It is of special interest to the seniors and those who are recovering from surgeries, etc. Many find it difficult to walk outdoors during the winter months due to ice and snow, and breathing problems. It is also a Social Event that many look forward to.

I would request that the Town of Claresholm consider funding for the Indoor Walking Group for the coming season.

Yours truly,



Hazel Perrier  
403-625-2253

**Town of Claresholm Application for Donation**  
(As per Policy #CDEC 12-15)



Date of Application: September 9/16

Date of Event: Oct. 11/16 - Mar. 16/17

**1. Applicant Information**

Name of Applicant: Indoor Walking Group

Address: Box 2797

Contact Person: Hazel Perrier

Phone, Fax, Email: 403-625-2253 - mossper@shaw.ca

**2. Type of Organization:** (circle)

ARTS/CULTURE

RECREATION/SPORTS

EVENT

OTHER(specify)

**3. Is the Organization registered with Revenue Canada as a Charity?** (circle)

YES provide registration date & #

NO

**4. Is the Organization incorporated as a non-profit organization?** (circle)

YES provide registration date & #

NO

**5. Type of Donation:** (check and explain)

DONATION - Financial Assistance (explain):

IN-KIND CONTRIBUTION - Fee Waiver (explain):

IN-KIND CONTRIBUTION - Service, Equipment or Material Provision (explain):

COMMUNITY PROJECT FUNDING - (explain):

Indoor Walking - Community Centre - Tues - Thurs.

SPECIAL EVENT - (explain):

COMMUNITY EVENT - (explain):

Other (explain):

Amount (value) Requested: \$1,000.00

**6. Details of how the funds will be expended:**

Hall Rental

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**7. Previous Donations**

Has your organization received donation from the Town of Claresholm in the past? If so, please explain the amount and use of these donations.

Date	Amount	Use of Funds
2015-2016	1,000.00	Hall Rental
2014-2015	1,000.00	Hall Rental
2013-2014	1,000.00	Hall Rental

**8. Organizational Information**

What services or activities does your organization provide to the Town of Claresholm residents?  
(Please attach a list of membership/executive)

Walking indoors in the winter months. Tuesday -  
Thursday - 9-10 AM.

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Describe in broad terms the principal objective of your organization or initiative:

Helps Seniors stay active in the winter months.  
Socialize

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How will your organization acknowledge the Town's donation?

Story & pictures in Local Press

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9. Is a copy of the organization's budget attached?

YES

NO

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10. Please provide a detailed list of all sources of funding for the organization.

Funding Source	Amount	Recommended Use of Funds
		



# Policy #CEDC 12-15

## Community Donation Policy

### **POLICY STATEMENT:**

The Town of Claresholm recognizes the many benefits that various groups, organizations, volunteers, and events within the Municipality provide by promoting and improving upon the cultural, social, and economic well-being of the community. It is for that reason that the Town of Claresholm is committed to treating all requests for contributions in a consistent, fair, and equitable manner subject to local needs, priorities, and Council's approved budget. Council also recognizes that citizens have the right to expect that tax dollars will be expended in a manner that is justifiable, fair and holds groups accessing public funds accountable for their spending.

### **PURPOSE:**

- To establish, the funding criteria and application procedure for requests for financial or in-kind assistance from individuals or community groups and organizations in the Town of Claresholm.
- To provide Council with a consistent response and clear direction to requests for donations from individuals or community groups.
- To secure an open and transparent decision-making process for requests for donations.
- To establish an annual calendar for the processing of all donation requests.
- To provide clear procedures for staff when responding to requests for donations.
- To match the Town of Claresholm Strategic Goals and Priorities.

### **DEFINITIONS:**

"Donation" shall be any direct monetary contribution from the Town of Claresholm requested by the applicant.

"Community Project Funding" shall be a one-time assistance either as seed funding for the start-up of an organization/project, or funds for a short-term undertaking with a start-up and completion date or loan guarantees to assist an organization in acquiring the financial assistance, from financial institutions, needed to support the construction of the project or support for a specific project.

"In-Kind Contributions" shall be based on the provision of municipal property/facilities, materials or resources to an applicant, and do not include the provision of cash funds to, or on behalf of, the applicant. While cash funds are not provided in relation to In-Kind contributions, it is recognized that the contribution will involve either an expense or foregone revenue for the Town of Claresholm.

- Use of facility (rental fee reduced/waived)
- Staff support - expertise for an event (wages reduced/waived)
- Use of Town of Claresholm owned equipment (rental fee reduced/waived)
- Use of Town of Claresholm owned materials (fee reduced/waived)

"Special Event" shall be defined as any one-time or first-time event that is of cultural, social, or recreational significance to the community and which may have participation of more than one organization.

"Community Event" shall be a recurring event that Town Council has determined provides some significant benefit to the broad community, and is open to all members of the public.

### **GUIDELINES / CONDITIONS:**

- Requests for consideration of a donation or alike will be accepted on an ongoing basis, and must be in writing to the CAO on the prescribed form (attached);
- Request for consideration of a donation or alike will be reviewed quarterly (January, April, July, October);

- Council, at its discretion may or may not grant a request for a donation or alike for the event/project. There is no guarantee that a request will be approved;
- The funding may not exceed the approved yearly budget amount unless by resolution of Council;
- Donations made by the Town are not to be regarded as commitment by the Town to continue such donations in the future.

**ELIGIBILITY:** An individual, group or organization must:

- Be based within the Town of Claresholm;
- Demonstrate the need for the specific request;
- Be an individual or non-profit entity;
- Use or distribute the donation wholly within the Town of Claresholm through the events or activities associated with the donation or alike;
- Not be the recipient of other funds from the Town of Claresholm;
- Not be a Federal or Provincially funded initiative;
- Not be a registered political party, registered constituency association or registered political candidate;
- Not be raising funds on behalf of another group who would not otherwise be eligible;
- Not be an activity that is contrary to the policies of the Town of Claresholm, or an activity which is deemed to be unlawful, or would incite hatred towards any group;
- Applications for assistance to attend conferences, and sponsorships of individuals or groups attending or participating in sporting events are excluded;
- Agree to acknowledge the Town contribution in all publicity relating to the event or activity to which the donation applies.

**APPLICATION REVIEW GUIDELINES:**

- All requests for donations or alike shall be directed in writing to the CAO through the completion of the Town of Claresholm Application for Donation (attached);
- All requests will be assessed based on the availability of the requested resource, potential financial impact to the Town of Claresholm, contribution to the well-being of members of the community, recognition of a worthwhile program/cause, and overall community impact;
- The applicant shall demonstrate a reasonable effort to raise funds from sources other than the Town of Claresholm;
- In making donations/requests, the Town of Claresholm may impose such conditions and/or restrictions as it deems fit;
- The Town of Claresholm decisions regarding donations/requests are final;
- Applications for In-Kind non-financial assistance will be forwarded to the respective department for review with a report to Council for consideration and approval. Each department will keep a detailed listing of all in-kind services offered in a calendar year and this will form part of the budget process;
- A written response for each application will be provided upon review.

**Requests for assistance outside scope of policy:** Nothing in this policy prohibits Town Council from considering financial assistance or in-kind support outside the scope of this policy. Council will consider each case on its merit and any assistance provided will be without precedent.

**Policy # CEDC 01-02: Assistance to Community Groups is hereby rescinded.**

**Date Approved by Council: December 14, 2015**

**Resolution #15-115**



# REQUEST FOR DECISION

Meeting: October 11, 2016  
Agenda Item: 11

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## CLARESHOLM & DISTRICT FAIR BOARD SPONSORSHIP REQUEST

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The Town of Claresholm has received a request from the Claresholm & District Fair Board for advertising and sponsorship.

They are requesting \$600.00 towards their cash awards. Previously the Town of Claresholm has supported this award in the Yard & Garden category.

The Fair Board is also requesting \$390.00 for advertising (as done previously – see attached). The total amount of advertising previously was 2 and ¼ pages in the bench show catalog.

### **OPTIONS:**

Council pass a motion to approve the cash award donation request to the Claresholm & District Fair Board in the amount of \$\_\_\_\_\_.

Council pass a motion to approve the advertising request from the Claresholm & District Fair Board in the amount of \$\_\_\_\_\_.

Council pass a motion to deny the donation and advertising requests.

### ATTACHMENTS:

- 1.) Correspondence from Claresholm & District Fair Board (with additional materials)

### APPLICABLE LEGISLATION:

- 1.) Policy #CEDC 12-15 – Community Donation Policy

PREPARED BY: Tara VanDellen, Development Officer

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APPROVED BY: Marian Carlson, CLGM – CAO

DATE: Oct 6, 2016

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September 8, 2016

RECEIVED  
SEP 13 2016

Claresholm & District Fairboard  
Box 213  
Claresholm, Ab, T0L 0T0

Town of Claresholm c/o Town Council

Box 1000  
Claresholm, Ab T0L 0T0

Dear Sponsor:

The Claresholm & District Fairboard produces a new catalog every two years. Volunteers are very busy preparing the 2017-2018 catalogs. Once the catalog goes to print it will also be on the Town of Claresholm Web site for viewing in 2017-2018

Please find enclosed a *copy of your present ad and invoice* to cover the size of ad you supported in the previous catalog. If you wish to do something different for the next two years, please contact one of us prior to Oct 11, 2016 or please submit your payment by Oct 11, 2016.

Thank you for your continued support.

Yours truly



Jorja Diebold 403-625-2586 [bjboys@shaw.ca](mailto:bjboys@shaw.ca)

Pat Fisher 403-625-3810 [pmf5000@hotmail.com](mailto:pmf5000@hotmail.com)

Syd Gray 403-625-2132

RECEIVED  
SEP 15 2016

OUR NUMBER	<b>887580</b>
DATE	<i>Sept 8, 2016</i>
CUSTOMER'S ORDER	

Town of Claresholm  
Box 1000  
Claresholm, Abb TOL 0T0

SHIP TO	
ADDRESS	CLARESHOLM & DISTRICT FAIR BOARD P.O. BOX 213 CLARESHOLM, ALBERTA TOL 0T0

TAX REG. NO.	SALESPERSON	FOB	TERMS	VIA
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QUANTITY	DESCRIPTION	PRICE	AMOUNT
			<i>2 years</i>
	<i>Section 1 - Yard &amp; Garden Competition</i>		
	<i>Town of Claresholm Cash Award \$50 1st Adult Class 1 Commercial Yard</i>	<i>50 w</i>	<i>100 w</i>
	<i>Town of Claresholm Cash Award \$50 1st Adult Class 2 Container/Balcony</i>	<i>50 w</i>	<i>100 w</i>
	<i>Town of Claresholm Cash Award \$50 1st Adult Class 3 Rural Home Yard</i>	<i>50 w</i>	<i>100 w</i>
	<i>Town of Claresholm Cash Award \$50 1st Adult Class 4 Rural Veg Yard</i>	<i>50 w</i>	<i>100 w</i>
	<i>Town of Claresholm Cash Award \$50 1st Adult Class 5 Town Home Front</i>	<i>50 w</i>	<i>100 w</i>
	<i>Town of Claresholm Cash Award \$50 1st Adult Class 6 Town Veg Yard</i>	<i>50 w</i>	<i>100 w</i>
<b>TOTAL</b>			<i>600 w</i>

*Thank you for  
your sponsorship  
of the Fair*

September 8, 2016

RECEIVED

SEP 15 2016

Claresholm & District Fairboard  
Box 213  
Claresholm, Ab T0L 0T0

The Town of Claresholm c/o Town Council

Box 1000

Claresholm, Ab T0L 0T0

Dear Sponsor;

The Claresholm & District Fairboard is seeking your support for the Cash Award(s) you sponsored in our catalog for the past two years, for the new 2017-2018 Claresholm & District Fair Days Bench Show catalog. As the present catalog is being revised we are not able to give you the specific Section or Class your support will cover. However, we will ensure your support will cover the same or similar items as in the past catalog. Once the catalog is printed we will provide you with a copy.

Please find enclosed an invoice to cover your Cash Award for 2017-2018. We appreciate receiving your support and payment by October 11, 2016. If you wish to do something different for the next two (2) years, please contact one of us prior to October 11, 2016.

Thank you for your continued support.

Yours truly



Jorja DieBold 403-625-2586 [bjboys@shaw.ca](mailto:bjboys@shaw.ca)

Pat Fisher 403-625-3810 [pmf5000@hotmail.com](mailto:pmf5000@hotmail.com)

Syd Gray 403-625-2132



## Claresholm & District Fairboard Catalog advertisement 2017-18

### **Message from the Town of Claresholm**

Welcome to Fair Days!

Claresholm is a strong & vibrant southern Alberta community built on a solid foundation of hard work, family & community service. Never are those values more evident than every August when we welcome friends, family & visitors to help celebrate our annual Fair Days.

We are proud of both our farming & ranching heritage, & our progressive & dynamic outlook for the future. Fair Days is that special time of the year when we turn up the hospitality, extend a warm welcome & showcase our wonderful community.

From the Saturday parade, Legion events, family activities in Amundsen Park & Lions Club Beef-on-a-Bun, to Sunday's Classic Car show, Claresholm is alive with activities for all. The Bench Show is truly a historic town event; where community members have come together for over 100 years to showcase their crafts, artwork, garden successes, baking, & special talents.

So catch a ball game, head over to the museum or take a stroll downtown & enjoy our many local shops & services. The welcome mat is always out, & we thank everyone for participating.

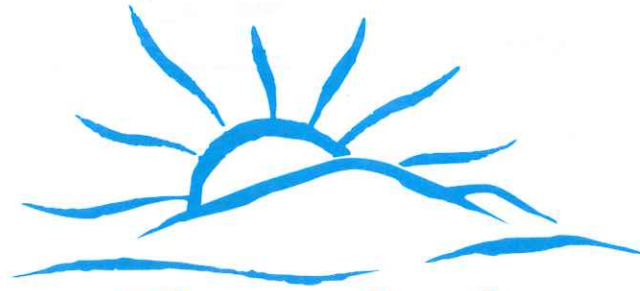
Enjoy your visit!

Rob Steel, Mayor

1/8 page- business card size	B&W \$45.	Color \$60.
1/4 page	B&W \$75.	Color \$90
1/2 page	B&W 95.	Color \$110.
Full page	B&W \$150.	Color \$165.

The ads and cost of the ads, is for the 2 year period, 2017-2018.

Color advertisements will only contain one color.



# Claresholm

now you're living...

Claresholm is a wonderful town in which to live, work, raise a family & retire. We have all of the amenities your family could need & have excellent medical services for our young or mature citizens.

With the famous Rocky Mountains & beautiful foothills rising in the west, & abundant crops to the east, Claresholm is truly located "where the wheatlands meet the range."

The winter climate is highly variable, due to the famous Chinook, a warm southwestern wind sweeping down the eastern slopes of the Rockies which can raise temperatures by as much as 34 degrees celsius in one day!

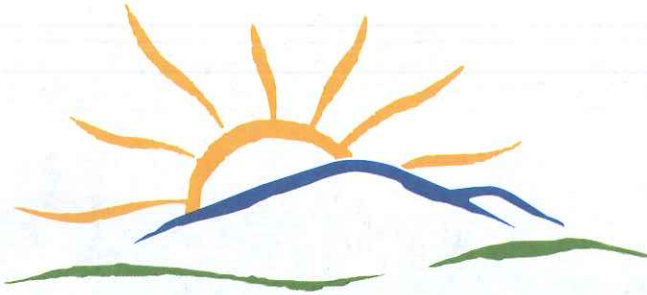
Want to go swimming? Or try your hand (& your clubs) at our 18-hole golf course? How about ice skating? Curling rink? Our arena is also home to our summer Farmer's Market.

Check out the public library, or the downtown business community. Enjoy a stop at the Royal Canadian Legion, or a visit with any of our dedicated service clubs.

Stop in one of our parks (how about our spray park?) for a nice summer picnic or just hang around as the kids play in the playground. The list is endless...

From Claresholm Town Council, we welcome you & your family to our community & hope you decide to stay.

...now you're home!



# Claresholm

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

**Welcome to  
the Town of  
Claresholm!**

**We hope you will enjoy all of the activities  
that will take place during Claresholm Fair Days.**

**Congratulations to all of the volunteers,  
service clubs & organizations who  
have made these events possible.**

**Whether you are sipping  
tea on the Museum lawn, watching the parade,  
or enjoying the day at the spray park,  
we hope each & everyone of you  
enjoy your time in our wonderful community!**

**TOWN OF CLARESHOLM**

**P.O. Box 1000 • Claresholm, AB T0L 0T0**

**403-625-3381**

**[www.townofclaresholm.com](http://www.townofclaresholm.com)**

Town of Claresholm Application for Donation  
(As per Policy #CDEC 12-15)



Claresholm

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

Date of Application: October 3/2016

Date of Event: Bench Show August 2017  
August 2018

1. Applicant Information

Name of Applicant: Claresholm & District Fair Days Bench Show

Address: Box 213

Contact Person: Syd Gray 403-625-2132 Torja Drebold

Phone, Fax, Email: \_\_\_\_\_

bjboys'show.ca

2. Type of Organization: (circle)

ARTS/CULTURE

RECREATION/SPORTS

EVENT

OTHER(specify)

3. Is the Organization registered with Revenue Canada as a Charity? (circle)

YES provide registration date & #

NO

4. Is the Organization incorporated as a non-profit organization? (circle)

YES provide registration date & #

NO

5. Type of Donation: (check and explain)

DONATION - Financial Assistance (explain):

IN-KIND CONTRIBUTION - Fee Waiver (explain):

Arena rental for Bench Show \$300.00

IN-KIND CONTRIBUTION - Service, Equipment or Material Provision (explain):

Sand for the money pile dig for kids

COMMUNITY PROJECT FUNDING - (explain):

SPECIAL EVENT - (explain):

COMMUNITY EVENT - (explain):

\$600.00 Cash awards - contribute for Section 1 yard & Garden Competition  
\$300.00 Advertising in the Bench Show Catalog - 2 1/2 pages

Amount (value) Requested: \$990.00



6. Details of how the funds will be expended:

Cash awards contributes for Section 1 Yard & Garden Competition  
- 6 cash awards for \$50. each = \$300.00 x 2 yrs = \$600.00

Advertising 2 1/4 pages = \$390.00

- advertising cost goes to printing new catalog.

7. Previous Donations

Has your organization received donation from the Town of Claresholm in the past? If so, please explain the amount and use of these donations.

Date	Amount	Use of Funds
2013-2014	\$600.00	Awards
Feb 2013	\$390.00	Advertising
2015-2016	\$600.00	Awards
Feb 2015	\$390.00	Advertising

8. Organizational Information

What services or activities does your organization provide to the Town of Claresholm residents?  
(Please attach a list of membership/executive)

Two day fun-filled event in conjunction with Claresholm Fair Days. Encourage people to showcase their talents & heritage.

Our catalog reaches other communities; Granow, Nanton, Barons, Stavelly

Describe in broad terms the principal objective of your organization or initiative:

The Bench Show is a town event bringing the community together to showcase their crafts, artwork, gardening, baking and other talents.

How will your organization acknowledge the Town's donation?

The Town's Sponsorship is listed in the catalog  
Signage on tables naming sponsors  
After the Bench Show the Local Press prints an article ~~from~~ stating who won & who the sponsor was.

9. Is a copy of the organization's budget attached?

YES

NO

10. Please provide a detailed list of all sources of funding for the organization.

Funding Source	Amount	Recommended Use of Funds
UFA Grant	\$700.00	Covers cost of Pottery Zoo
Ag Society Grant	\$2469.21	
Credit Union BBQ	\$1025.00	operating costs *
Business sponsorship	\$4150.00	Goes directly to cash award winners
Advertising Business	3370.00	Covers the cost of printing catalogs, posters, etc

\* Operating costs: entertainment, printing, ribbons, storage rental, arena rent, bubble machine, food for the volunteers, snacks, water, office supplies, postage, money for sand pile, balloons, Judge mileage & honorarium

Executive:

Syd Gray - 403-625-2132 - President  
Delma Austin - 403-625-2661 - Vice President  
Torja Diebold - 403-625-2584 - Treasurer  
Faye Knudsen - 403-646-9699 - Secretary



# REQUEST FOR DECISION

Meeting: October 11, 2016  
Agenda Item: 12

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## CLARESHOLM HIGH SCHOOL RODEO

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### **BACKGROUND/ DESCRIPTION:**

A letter was received on October 4, 2016 from the Claresholm High School Rodeo requesting sponsorship for the rode to be held October 15<sup>th</sup> and 16<sup>th</sup>. The annual event this year will host both Junior and Senior High School rodeos together. The event will cost approximately \$18,000 to host.

The Town of Claresholm has supported the Claresholm Junior rodeo in 2014 with \$250.00 as well as the Senior Pro Rodeo with a \$500 donation yearly; however there is no record of a donation to the Claresholm High School Rodeo.

### **OPTIONS:**

Council pass a motion to approve the donation request to the Claresholm High School Rodeo in the amount of \$\_\_\_\_\_.

Council pass a motion to deny the donation request.

### **ATTACHMENTS:**

- 1.) Letter from Claresholm High School Rodeo – September 2016

### **APPLICABLE LEGISLATION:**

- 1.) Policy #CEDC 12-15 – Community Donation Policy

PREPARED BY: Tara VanDellen, Development Officer

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APPROVED BY: Marian Carlson, CLGM – CAO

DATE: Oct 6, 2016

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Claresholm High School Rodeo  
c/o Eryne Price  
Box 2969  
Claresholm AB  
T0L 0T0  
403-682-9736

September 2016

To our valued future sponsor:

The tradition of rodeo is alive and well and we are excited to host both a Junior and High School Rodeo together on the weekend of October 15<sup>th</sup> & 16<sup>th</sup> 2016. The Claresholm Agriplex will be hosting this great event and this rodeo has members from grades 6 to 12 from Southern Alberta including several local cowboys and cowgirls.

Sponsorship helps cover our rodeo expenses which include the arena, medical services, and rodeo personal including judges, announcers, timers and administrators. Approximately 160 students accompanied by their families will be competing/attending this rodeo. While in our community they will be supporting our local businesses during their two day stay.

The competitors are all members of the Alberta High School Rodeo Association. They compete all year for a chance to represent our province at a Canadian and National level. This is a non-profit, family orientated rodeo association that promotes leadership, public relation skills, dedication and camaraderie. Acceptable academic standings must be maintained throughout the year, a strict dress code is in place and discipline and respect to the association and the communities hosting them is expected.

In previous years we have held 2 separate events (Jr. High and a High School Rodeo) however due to some changes in our association we will be holding them together this year. There will be some costs that we are able to roll together but for the most part we will still have two separate entities to pay for in just one weekend. Your generous contribution will help us put on a great event for our amazing youth. If you have any questions at all about our event or the Alberta High School Rodeo Association please do not hesitate to contact me at 403-682-9736.

We would like to personally thank you for your support of the "Youth of Tomorrow". Any size of donation you are able to provide is greatly appreciated. You will be noticed in the arena if you have a banner to provide, you will be promoted in our program and you will be announced several times over the weekend event. We will do whatever we can to promote your business or club.

Yours Truly  
Eryne Price – Claresholm High School Rodeo Organizer

**\*PLEASE FILL OUT THE INFORMATION BELOW \***

**CLARESHOLM HIGH SCHOOL RODEO  
October 15<sup>th</sup> & 16<sup>th</sup> 2016**

**SPONSOR NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**TELEPHONE #:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**DONATION AMOUNT: \$** \_\_\_\_\_

**DO YOU HAVE A BANNER TO DISPLAY?** \_\_\_\_\_

\*Please mail to:  
Eryne Price  
Box 2969  
Claresholm AB  
T0L 0T0

\*Please make cheques payable to:  
WILLOW CREEK AG SOCIETY

\*\* Please attach a business card to add to our program

.....

It will cost approximately \$18,000 to put on this two day High School rodeo.  
Any amount donated would be graciously accepted.

**Town of Claresholm Application for Donation**  
(As per Policy #CDEC 12-15)



Date of Application: October 4, 2016

Date of Event: October 15 + 16, 2016

**1. Applicant Information**

Name of Applicant: Claresholm High School Rodeo

Address: Box 2969 Claresholm AB T0L 0T0

Contact Person: Eryne Price

Phone, Fax, Email: 403-682-9736 / prochamp@telus.net

**2. Type of Organization:** (circle)

ARTS/CULTURE

RECREATION/SPORTS

EVENT

OTHER(specify)

**3. Is the Organization registered with Revenue Canada as a Charity?** (circle)

YES provide registration date & #

NO

**4. Is the Organization incorporated as a non-profit organization?** (circle)

YES provide registration date & #

NO

**5. Type of Donation:** (check and explain)

DONATION - Financial Assistance (explain):

IN-KIND CONTRIBUTION - Fee Waiver (explain):

IN-KIND CONTRIBUTION - Service, Equipment or Material Provision (explain):

COMMUNITY PROJECT FUNDING - (explain):

SPECIAL EVENT - (explain):

Jr. High School + High School Rodeo Grades 6-12 160 students + families

COMMUNITY EVENT - (explain):

Other (explain):

Amount (value) Requested: \_\_\_\_\_

**6. Details of how the funds will be expended:**

all money that is donated/sponsored will be used to pay for medical services, rodeo personal such as judges, announcers, timers and administrators as well as facility, and equipment, stock.

**7. Previous Donations**

Has your organization received donation from the Town of Claresholm in the past? If so, please explain the amount and use of these donations. No

Date	Amount	Use of Funds

**8. Organizational Information**

What services or activities does your organization provide to the Town of Claresholm residents? (Please attach a list of membership/executive)

We have several students that participate in AHSRA and help to put on the Claresholm High School Rodeo: Benton Price, Kelby Keeley, Shaya Beaver, Grady + Griffin Smeltzer, Shelby Kingsmith, Payton Watt Gennisee Williams, Rachel Marchbank. During the weekend event the town will be supported by shopping, fuel, hotels + meals David Hansma is liason + Eryne Price is chair of event

Describe in broad terms the principal objective of your organization or initiative:

Alberta High School Rodeo is a youth organization across the province of Alberta. The members must be in academic good standing, they must wear their back numbers all of the time, wear western attire and act in responsible fashion. They compete for provincial, Canadian and national finals as well as scholarships.

How will your organization acknowledge the Town's donation?

The town of Claresholm will be listed on our program and be announced during the 2 day event. If a banner is available we will proudly hang it in our arena during the event and a thank you in the local press.

9. Is a copy of the organization's budget attached?

YES

NO

list of expenses

10. Please provide a detailed list of all sources of funding for the organization.

Funding Source	Amount	Recommended Use of Funds
local Sponsorship	estimated \$2000	medical services, rodeo personnel, facility rental, equipment rental, stock



EXPENSE

Announcer	500
Timers	800
Judges	1200
Stock help	1000
Chute boss	400
EMT	700
Office	600
pick up men	600
bull fighters	500
Facility/ Equipment	2000
Stock	9000

17300



# INFORMATION BRIEF

Meeting: October 11, 2016  
Agenda Item: 13

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## Respectful Workplace and Progressive Discipline Policies

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### **BACKGROUND / DESCRIPTION:**

As part of the continuing process of updating and establishing clear policies, Administration has developed 2 additional human resources policies. The Respectful Workplace policy sets out to build and maintain a respectful and positive workplace and the Progressive Discipline Policy allows a structure to ensure administration has a set process for discipline and that employees have the opportunity to correct any performance or behavioral problems that may arise.

In adopting these policies it will establish clear processes and direction for Administration and employees for incidents arising regarding respect in the workplace and discipline issues.

### ATTACHMENTS:

- 1.) Draft Proposed Respectful Workplace policy
- 2.) Draft Proposed Progressive Discipline policy

### APPLICABLE LEGISLATION:

- 1.) N/A

PREPARED BY: Lisa Chilton

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APPROVED BY: Marian Carlson, CLGM - CAO

DATE: Oct 4, 2016

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## Policy #GA 10-16

### Respectful Workplace

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#### **Purpose:**

To build and maintain a respectful and positive workplace environment that is free of harassment and discrimination. The Town of Claresholm is committed to creating a safe, healthy and productive workplace where all employees, citizens, customers, volunteers and contractors are treated with respect.

The Town of Claresholm recognizes our responsibility to build and maintain a respectful workplace environment, that values diversity, is free of harassment, discrimination and violence. Conflicts, disrespect, harassment and/or discrimination in the workplace can lead to an unhealthy work environment. Issues in the workplace need resolution to maintain an ongoing respectful, productive and positive workplace environment.

#### **POLICY**

The Town of Claresholm values the dignity of all employees and is committed to providing a respectful, harassment free workplace in which all individuals are treated with respect. All employees are expected to contribute to a positive work environment.

The Town of Claresholm values the dignity of all employees and promotes a culture of a positive work environment, one where there is respect for others. A respectful workplace supports the physical, psychological and social well-being of all employees.

In a respectful workplace:

- Employees are valued
- Communication is polite and courteous
- People are treated fairly
- Conflict is addressed in a positive and respectful manner
- Disrespectful behavior, harassment, discrimination and/or violence are addressed

#### **Definitions**

**Disrespectful behavior:** is behavior that is inappropriate in the workplace

**Disruptive workplace conflict:** is a dispute or communication breakdown between two or more individuals that impacts their ability to work productively and cooperatively in the workplace.

**Discrimination:** Includes all forms of harassment such as differential treatment of an individual or a group of individuals based on a prohibited ground; or systematic discrimination whereby a seemingly neutral policy or practice that in fact is discriminatory according to the Human Rights, Citizenship and Multiculturalism Act.



## Policy #GA 10-16

### Respectful Workplace

**Harassment:** is a form of discrimination which is prohibited under the Human Rights, Citizenship and Multiculturalism Act. Harassment is any improper conduct by an individual that is directed at and offensive to another person or persons in the workplace that results in unwelcome verbal or physical conduct because of race, religious beliefs, colour, place of origin, gender, mental or physical disability, ancestry, marital status, family status, source of income, or sexual orientation. Alberta Human Rights laws prohibit harassment in the workplace on these grounds.

**Sexual Harassment:** is a form of discrimination on the grounds of gender, and is a violation of the Human Rights, Citizenship and Multiculturalism Act. Unwanted sexual advances, unwanted requests for sexual favours, and other unwanted verbal or physical conduct of a sexual nature constitute sexual harassment when 1) submission to such conduct is made either explicitly or implicitly a term of, or condition of, an individual's employment or 2) submission to, or rejection of, such conduct by an individual affects that individual's employment.

**Workplace Violence:** is the threatened, attempted or actual conduct of a person that causes or is likely to cause physical injury. Under the Occupational Health & Safety Act, employers have an obligation to provide employees with a place of employment that is free from hazards that are causing or are likely to cause death or serious physical harm to employees.

#### **Conflict Management Philosophy**

Conflict is a natural part of human interaction. The closer that people work together, both in terms of time and intensity, the more likely they are to experience conflict. When conflict is brought into awareness, identified openly and resolved, working relationships are strengthened and effectiveness is enhanced. Conflict can produce many positive outcomes. Differences can encourage us to consider an issue from someone else's point of view, work out a new alternative, increase our understanding, broaden our perspective and can lead to creative and innovative solutions.

Disruptive workplace conflict occurs when conflict is unresolved or attempts to resolve it only contributes to the problem, individuals can suffer increased stress and reduced self-esteem, lowered morale and reduced effectiveness. Unresolved conflict can potentially lead to harassment if frustration increases substantially and individuals feel helpless to deal with it.

#### **Roles & Responsibilities**

All employees are responsible for creating and maintaining a respectful workplace by modeling the appropriate behaviours that maintain a positive work environment and preventing disrespect, harassment or violence in the workplace.

All management employees are responsible for being effective role models of this policy and for immediate dealing of any complaints in a prompt, impartial and confidential manner.



## Policy #GA 10-16

### Respectful Workplace

The C.A.O, or designate, is responsible for the support, promotion, education and coordination of this policy. Human Resources will coordinate investigations in a confidential manner that supports all parties involved and will ensure that no person suffers reprisal as a result of making a complaint, or for providing information.

#### **Examples of Disrespectful Behaviour**

The following list is not comprehensive but does provide examples of inappropriate behavior in any workplace:

- Written material that is offensive or demeaning such as e-mails, posters, drawings, cartoons or other documents
- Pranks/jokes – actions or comments that are demeaning or offensive to someone and result in embarrassment or insult
- Teasing – taunting remarks, suggestion or speculations about a person's body, attire, sex life, age, marital status, ethnic origin, ancestry, etc.
- Yelling/shouting – which intimidates, coerces, or belittles another person
- Bullying – remarks that downgrade, insult, intimidate, coerce or threaten
- Substance abuse – being under the influence of alcohol or illegal drugs
- Discrimination – practices or behavior, whether intended or not, which have a negative effect on a person or origin, religious beliefs, source of income, gender, ancestry, family status, mental or physical disability, race and sexual orientation
- Harassment – behavior, actions or comments that are unwelcome or unwanted by a person and that ridicule, demean or cause harm, based on the grounds of discrimination
- Threats – any act, gesture or statement that gives a person reasonable cause to believe that there is risk of injury to themselves, another person or Town of Claresholm property
- Vandalism – any act the willfully causes damage and/or destruction to Town of Claresholm property
- Violent acts – any act that causes, or may cause, physical harm or significant emotional distress, such as stalking, having weapons at work, etc
- Any other behavior that another employee has identified as being disrespectful to him/her

#### **Harrasment, Discrimination and Violence**

See definitions.

What harassment is not:

- Disciplining staff in accordance with the Town of Claresholm personnel policies
- Legitimate and constructive feedback regarding work performance
- Practices permitted by law or contract such as mandatory retirement based on age; and
- Expressing opinions that are different from others, unless those opinions fall within the prohibited grounds.



## Policy #GA 10-16

### Respectful Workplace

*Employers responsibilities* – The Town of Claresholm will ensure that employees are aware of this policy and receive appropriate training to assist employees in developing and maintaining appropriate communication skills.

*Employee responsibilities* – All employees have a responsibility to support a workplace that is respectful and free of harassment, discrimination and violence, therefore all employees should:

- Follow our Town values, which includes open, honest and respectful communication
- Ensure that your own behavior is respectful and appropriate at all times
- Becoming aware of how your behavior affects others, accepting responsibility for your own behaviours and reactions and your impact on others
- Bring forward concerns as soon as they arise
- Respect and support the conflict resolution process
- If you witness harassing, discriminatory or violent behavior, report it to your Supervisor, Manager or Human Resources as soon as possible

#### **Substance Abuse**

Inappropriate use of alcohol or drugs can adversely affect job performance, the work environment, safety and the wellbeing of employees and the public. Any form of illegal drug or alcohol use will not be tolerated in the workplace and employees will be subject to disciplinary action under the Town of Claresholm Policy #GA 09-12 – Whistleblower Policy. Employees are expected to:

- Be fit for work
- Consult with their personal physician or pharmacist to determine if medication use might have a negative effect on job performance, and report potential risks to their Supervisor or Manager.
- Seek advice and follow treatment recommendations for chemical dependency or addiction
- Report to your manager any conviction of impaired driving charge or conviction if the employee is expected to operate Town of Claresholm vehicles or equipment or drive on Town of Claresholm business

#### **Conflict Management and Complaint Procedures**

*Informal approach* – Many instances of inappropriate behavior can often be resolved directly between the parties involved. The goal is to have the behavior stop while maintaining a good working relationship. We encourage all employees to attempt to resolve conflicts in a timely and appropriate manner whenever possible. You should tell the other party how their behavior is affecting you, and let them express their viewpoint. We encourage the informal approach for conflicts that are less serious and where the employee does not feel their safety is threatened.

*Formal approach* – There are times when employees need help working through an issue. Requesting assistance for a third party such as your manager or Human Resources can help you explore your options to resolving the situation. The options could range from providing advise to facilitating a meeting with the parties. The objective is to reach a solution while



## Policy #GA 10-16

### Respectful Workplace

keeping the process private. People using this process determine their own mutually agreeable solutions.

An employee who experiences or observes behavior that contravenes this policy can make a formal complaint at any time. The formal process is normally used for serious allegations or offences or when there is disagreement about the facts. Requests for a formal review must be made directly to Human Resources (with a union representative present if a union member), who will coordinate the investigation process. Confidentiality regarding a complaint, including the identities of the parties involved, shall not be given either directly or indirectly to any party external to the process outlined, except the Chief Administrative Officer, unless given the written consent of the parties involved. Full disclosure will be provided to the parties directly involved so that a full investigation and resolution can be achieved. All formal investigations will be completed in a timely manner.

#### **Assistance**

If you feel you are being harassed, discriminated against or could be a victim of violence or you are a witness:

- Tell the person to stop the offensive behavior or report the behavior immediately to your manager or to Human Resources.
- Seek support from your manager or Human Resources to approach the offender and ask him or her to stop
- Keep a written record of the inappropriate behavior, including times, dates and the nature of the incident and list any witnesses
- Any observed threats of bodily harm, sexual assault, or other forms of assault *must* be reported to a manager or Human Resources as soon as possible and/or the RCMP when of a more serious nature.



## Policy #GA 10-16 (a)

### Progressive Discipline

#### Purpose

The Town of Claresholm has adopted a policy of Progressive Discipline to ensure that employees have the opportunity to correct any performance or behavioral problems that may arise. The Town of Claresholm has established a set of reasonable rules and guidelines for employees to follow. These have not been put in place to restrict the freedoms of our employees, but rather they are in consideration of their safety, and the overall protection of the Town of Claresholm employees, property, and our business practices.

#### Guidelines

##### **Progressive Discipline Process**

In the event that an employee of the Town of Claresholm violates Town policy or exhibits problematic behavior, a system of progressive discipline shall be utilized.

Progressive Discipline can be issued on either: attendance, conduct, health & safety or performance concerns.

Employees will be given four opportunities to correct the unwanted behavior, unless the behaviour or concern is one of a severe nature, in which case, progressive discipline can be accelerated to match the violation. Typically, progressive discipline will progress through the following steps:

1. Coaching - informal
2. Verbal Warning - formal
3. Written Warning - formal
4. Final Written Warning with Possible Suspension - formal
5. Termination

When an employee is disciplined and the discipline is to be a formal process, and a matter of record, either party has the right to legal representation, union representation or a Town of Claresholm representative (which ever is appropriate).

With each violation or apparent problem, the employee will be provided with a written document to: (1) alert them to the problem, provide a reiteration of the correct Town policy regarding the violation, (2) advise them of the consequences associated with further infractions, and (3) provide a suggestion towards a method of improvement.

All formal warnings, for each violation, will be kept on file for a period of eighteen (18) months. If no further discipline happens within the time period, for that violation, the warning will be removed from the employee file and destroyed. If further offences relating to the issue have taken place, the warning will be attached to the next set of progressive disciplinary actions.

Degrees of discipline shall be used in relation to the problem at hand. As the situation dictates, based on the past performances of the employee, and the seriousness of the violation. The



Town of Claresholm reserves the right to skip the three step disciplinary process and move straight to termination where necessary.

### **Progressive Discipline Levels**

This policy contains attached Progressive Discipline Levels. The table outlines the progressive discipline steps for common workplace issues. Depending on the nature and severity of the offense, the Town of Claresholm reserves the right to advance discipline to a higher level.

### **Investigation and Documentation**

All violations or alleged violations will be properly investigated and documented by a manager, and/or the C.A.O. All formal measures that have been taken within the progressive discipline process will be documented and kept in the employee's personnel file.

### **Suspension and Review Period**

During the final written warning, an employee may be suspended and/or put on review.

- **Suspension:** Employees put on suspension will be excluded without pay from the workplace for a period of one to three (1-3) days depending on the violation.
- **Review:** Employees may be put on a review period following the final written warning. The review period will last six (6) months. During the review period the employee will be excluded from wage increases and advancement and is discouraged from taking vacation.

### **Termination of Employment**

The final stage of progressive discipline is termination of employment. Termination of employment with The Town of Claresholm may occur following an employee committing multiple violations of company policy, after the logical steps for progressive disciplinary action have been taken or immediately following a severe violation.

### **Appeals**

In the event that an employee feels that they have been wrongfully accused, or disciplined, they may file a written appeal with the Chief Administrative Officer (C.A.O.) Written appeals must contain:

- Details of the discipline;
- Events surrounding the discipline;
- Why the employee feels the discipline is not warranted or appropriate.

The C.A.O. shall review and respond to all written appeals within ten (10) business days.

### **Suspension with Pay – Pending Investigation**

In the event that a Town of Claresholm employee is placed on suspension pending the results of an investigation, the employee will be notified of the decision, a stated timeline for the investigation and the actions that predicated the decision.

This form of suspension is not disciplinary but is intended to allow the Town of Claresholm to examine the issues thoroughly and to determine appropriate action. Should the investigation not be completed during the stated timeline, the Town of Claresholm will reserve the right to extend the suspension, as necessary.

During the course of the investigation, the suspended employee will be provided with the details of the allegations and given an opportunity to respond to them. The suspended employee must ensure that he/she is available for interviews during this period. If the suspended employee fails

to make him/ herself available, the Town of Claresholm will proceed with the investigation and make a determination based on the information available.

The suspended employee will have the right to legal representation, union representation, or a Town of Claresholm representative present at any such interview, and will be given 24 hours notice prior to any interviews taking place.

As the suspended employee will be suspended with full pay, he/she will be required to be available for interviews during this period. Should the suspended employee need to leave town or be otherwise unavailable for interviews, he/she must submit a request and be granted approved leave.

Any Town of Claresholm employee who is placed on suspension with pay will be required to temporarily turn over his/her keys, access passes and Town of Claresholm identification and credit cards. Any and all Town of Claresholm property, business information, and confidential information are to remain at the worksite. In the event that any Town of Claresholm employee placed on suspension with pay maintains any files or equipment at his/her residence which are the property of Town of Claresholm, he/she will be required to turn these items over to a Town of Claresholm representative, until such time as the investigation is completed.

Town of Claresholm employees placed on suspension with pay should not have contact with anyone from the organization other than their designated point of contact.



# INFORMATION BRIEF

Meeting: October 11, 2016

Agenda Item: 14

## COUNCIL RESOLUTION STATUS

Regular Scheduled Meeting - February 22, 2016				
5	INFO BRIEF: Animal Control Review: Moved by Councillor Fieguth to refer to Administration to amend the Cat Bylaw to increase the fines and place a restriction of the number of pets. CARRIED MOTION #16-020.	Jason	Review was initiated, new Animal Control bylaw (Cat/Dog & All Other) has been written, needs to be reviewed/finalized	In progress
Regular Scheduled Meeting - June 27, 2016				
1	Delegation Response: CARES RE: Animal Shelter - Referred to Administration	Jason	Begin work on finalizing new CARES facility holding agreement and the Responsible Pet Ownership bylaw	In progress
Regular Scheduled Meeting - August 22, 2016				
4	CORRES: MD of Willow Creek RE: Summer Games Management - Referred to Administration to work with the other municipalities in question in order to develop a coordinated plan for summer games management going forward.	Marian	Met with Fort Macleod & Nanton CAOs Sept 6 to discuss & will bring proposal forward to Council.	In progress
5	CORRES: Alberta SouthWest RE: Rural Broadband Strategy - Referred to Administration to formulate a letter specific to the Town of Claresholm's concerns regarding Alberta's lack of high-speed connectivity, to be sent to the Honourable Navdeep Bains, Minister of Innovation, Science and Economic Development with the Government of Canada.	Marian	Letter being formulated.	In progress
9	RFD: Local Improvement Tax - Moved by Councillor O'Neill to approve the local improvement as proposed for 47 Avenue West and 52 Avenue West. CARRIED MOTION #16-081	Marian	Engaged engineers & preparing documentation to send to property owners.	In progress
Regular Scheduled Meeting - September 12, 2016				
1	Delegation Response: Claresholm Public Library RE: Claresholm Calendar - Referred to Administration to expand on the Electronic Community Sign Usage Policy in the hopes that the new policy could be used in this instance.	Karine	letter sent to Library informing them of the potential new policy.	In progress
Regular Scheduled Meeting - September 26, 2016				

1	Bylaw #1614a (Rescind Bylaw #1614) - Moved by Councillor O'Neill to give Bylaw #1614a, a bylaw to rescind Bylaw #1614, 2nd Reading. CARRIED Moved by Councillor Fieguth to give Bylaw #1614a (Rescind Bylaw #1614) 3rd and final reading. CARRIED	Karine		
2	Bylaw #1616, a borrowing bylaw - Moved by Councillor McAlonan to give Bylaw #1616, a borrowing bylaw 2nd reading. CARRIED. Moved by Councillor O'Neill to give Bylaw #1616, a borrowing bylaw, 3rd and final reading. CARRIED.	Karine/Marian		
3	Corres: Claresholm Community Singers request - Moved by Councillor Ford to apply on behalf on the Claresholm Community Singers to the Canada 150 Grant Program.	Tara	Information sent to Community Singers for Friday Sept 30th deadline	Complete
	Register for SLGM Seminar: Marian & Jamie to attend	Marian		
8	Corres: Judy VanAmerogan - Moved by Councillor Cutler to accept the resignation from the Claresholm Housing Authority Board by Judy VanAmerogan with thanks.	Darlene	Thank you letter mailed	Complete
	RSVP for Rob to attend the Friends of the Library Pink Tea	Darlene	Called to confirm Mayor attendance	Complete
11	RFD: Community Peace Officer 1 Collaboration - Moved by Councillor Cutler to enter into the Service Agreement with the Town of Fort Macleod for the Community Peace Officer 1 Collaboration Project.	Marian		In progress
12	RFD: Curling Club Lease - Moved by Councillor Fieguth to approve a five (5) year lease with the Claresholm Curling Club for the property located at 430, 53 Ave East, with an option to renew for a further five year term.	Darlene	Agreement executed and copy returned to Curling Club	Complete
13	RFD: Moved by Councillor McAlonan to participate in an application for the 2017 Oldman River Region Urban Orthophotography Project submitted by the Town of Olds under the Intermunicipal Collaboration component of the Alberta Community Partnership Grant.	Darlene	Mayor signed and testimonial by Tara and sent to Jaime at ORRSC	Complete
14	RFD: Sidewalk Snow Removal Program - Referred to Administration to prepare a Bylaw amendment for Bylaw #1534.	Jason	RFD prepared	Complete
15	RFD: FortisAlberta Franchise Fee - Moved by Councillor McAlonan to increase the franchise fee percentage to 4% for 2017 as per Clause 5(a) of the Electric Distribution System Franchise Agreement with FortisAlberta Inc.	Marian	Notification placed in Local Press Town News	In progress
16	Info Brief: Street Tree Policy - Referred to Administration to present at the October 11, 2016 Council meeting.	Tara/Karine /Darlene	Saved to Marian's folder	Complete
	IN CAMERA: Moved by Councillor McAlonan to hire Chelsea O'Neill for a Senior Lifeguard position.	Denise/Lisa	She has been hired	Complete

PREPARED BY: Tara VanDellen, Development Officer

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: October 6, 2016

# **INFORMATION ITEMS**

RECEIVED

SEP 20 2016

**The Municipal District of Willow Creek No. 26**  
Box 550, Claresholm, AB T0L 0T0 Phone (403) 625-3351 Fax (403) 625-3886

## NOTICE OF DECISION

Form C

Application No. 110-16

**NAME OF APPLICANT:** Custom Cannabis Inc.

**ADDRESS:** 11001, 106 - 19489 Seton Cres. SE, Calgary AB T3M 1T4

**In the matter of** SE 23-12-27-4

**The development as specified in Application No. 110-16 for the following use:**

To replace the existing greenhouse structures with a new 60,000 sq. ft. medical marihuana production facility and greenhouses,

**has been APPROVED, subject to the following conditions:**

1. The applicant/developer shall prepare a Site Drainage Report that identifies and addresses the flood concerns as well as to make recommendation to mitigate the past flooding of the site. The Site Drainage Report shall be compatible with the Town of Claresholm Storm Water Management Plan;
2. A Development Agreement referencing the Site Drainage Report required under condition 1., shall be entered into between the landowner and the Municipal District and it shall be registered on the land title;
3. Prior to construction or commencement of the development, the developer/owner shall obtain all necessary permits under the Alberta Safety Codes Act, (including building, electrical, gas, plumbing and private sewage disposal system) as required. Permits must be obtained from Superior Safety Codes Inc.;
4. Shall comply with all legislative requirements of The Safety Codes Act as it applies to building, electrical, gas, plumbing and private sewage permits issued by an accredited agency on behalf of the municipality;

(See Over)

**Notice of Decision**  
**Development Application No. 110-16**

5. The applicant/developer shall comply with Land Use Bylaw 1616, Schedule 5 – Standards of Development, Section 30 (a) to (i) (LUB excerpt attached);
6. Shall comply with Land Use Bylaw No. 1616, Schedule 9 – Off Street Parking and the number of spaces provided shall be as follows:
  - a) A minimum of 1 per employee and 6 additional spaces for visitors.
7. All outdoor lighting shall be located and arranged so that no direct rays of light are directed at any adjoining properties; or interfere with the use of adjacent properties; or directed at any public road and provincial highway;
8. All refuse and garbage shall be stored in suitable containers. Refuse and garbage holding areas, including containers, shall be effectively screened from public view;
9. The property shall be maintained in a neat and orderly manner;
10. Waiver of the minimum setback requirement of 10 ft. (3.0m) from Township Road 271 to allow the security fence to be located on '0" property line;
11. There shall be no further development within 20 feet (6.1m) from front and rear, and 10 feet (3.0m) from side yard setback requirements, including fences, unless a development permit is obtained that specifically varies the required setback to allow the development.

**DATE OF DECISION** September 21, 2016

A development permit issued in accordance with this notice is not valid until 14 days after the date that this decision has been mailed to adjacent landowners, or posted on the site, or published in a newspaper, unless an appeal is lodged pursuant to the Act. If an appeal is lodged, then the permit will remain in abeyance until the Subdivision and Development Appeal Board has determined that appeal and this Notice of Decision may be modified, confirmed, or nullified hereby.

**DATE:** September 27, 2016

**SIGNED:**



**Cindy Chisholm**  
**Development Officer**  
**The Municipal District of Willow Creek**

**Notice of Decision**  
**Development Application No. 110-16**

**IMPORTANT:** Notice of approval in no way removes the need to obtain any permit or approval required by any federal, provincial or municipal legislation and/or regulations pertaining to the development approved.

**\*Intention to appeal must be received within 14 days of notification of decision.**

**NOTE:**

The Land Use Bylaw provides that any person claiming to be affected by a decision of the Municipal Planning Commission may appeal to the Subdivision and Development Appeal Board by serving written notice of appeal, stating the reasons, to the Subdivision and Development Appeal Board, c/o Municipal Administrator/CAO Cynthia Vizzutti, Box 550, Claresholm, Alberta T0L 0T0 within fourteen (14) days following the date of issuance of this notice. The required fee of \$500.00 must accompany the appeal.

Copies to:

Applicant  
Adjacent Landowners  
Alberta Transportation  
Town of Claresholm



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 August 25<sup>th</sup>, 2016 at 3:00 P.M.

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

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

2. Approval of Agenda

16.87 **Moved by John Connor** to approve the Agenda as presented.

**CARRIED**

3. Delegations

No delegations

4. Approval of Minutes

a) June 23<sup>rd</sup>, 2016 Regular Meeting

16.88 **Moved by Barry Johnson** to approve the Minutes of the June 23, 2016 Regular meeting as presented.

**CARRIED**

Cheryl informed the members that she found two small errors in the Minutes from the May 27, 2016 meeting that were adopted at the June 23, 2016 meeting. The adopted minutes had not reflected the absence of member Gord Wolstenholme and the date of the meeting minutes being adopted was incorrect.

Cheryl explained that she has made the changes so the minutes reflect correctly.

16.89 **Moved by Lyal O'Neill** to accept the Minutes of the May 27<sup>th</sup>, 2016 meeting as amended.

**CARRIED**

5. Financial Information

a) Approval of Check Detail June 24 – August 25, 2016

Cheryl presented the members with the Check Detail from June 24 to August 25, 2016.

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility August 25<sup>th</sup>, 2016 at 3:00 P.M.

5. Financial Information cont.

a) Check Detail

16.90 **Moved by Lyal O'Neill** to accept the Check Detail June 24<sup>th</sup> to August 25<sup>th</sup>, 2016 as presented.

**CARRIED**

b) Accounts Payable

Cheryl presented the members with the Accounts Payable in the amount of \$15889.29. Cheryl also explained that there will be another expenditure to Rollex for the purchase and installation of a roll shutter for the drive thru window. Cost associated with that is \$682.50. Total accounts payable is \$16 571.79.

16.91 **Moved by Gord Wolstenholme** to approve for payment, the accounts payable in the amount of \$16 571.79.

**CARRIED**

c) Bank Reconciliation June & July 2016 – Checking & 90 Day Notice Accts.

Cheryl presented the members with the June & July 2016 Bank Reconciliation reports for the Checking and the 90 Day Notice Accounts.

16.92 **Moved by John Connor** to accept the June & July 2016 Bank Reconciliation reports for the Checking Account and the 90 Day Notice Account as presented.

**CARRIED**

d) July 2016 Bank Statement – For Information

Cheryl presented the members with the bank statement from ATB Financial ending July 31, 2016 for information.

e) Credential Securities Investment

Cheryl provided the members with the June 2016 statement from Credential Securities. The investment the WCRWMSOC has with Credential is due to mature on August 29, 2016. Cheryl asked what the members would like to do with the funds once the GIC matures. Cheryl also provided the members with some rates from August 18, 2016 and explained the rates should be similar on the date of maturity.

16.93 **Moved by Barry Johnson** to have Cheryl reinvest the principal of \$100 000.00 plus the total interest amount into a 1 year GIC at best rate through Credential Securities.

**CARRIED**

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility August 25<sup>th</sup>, 2016 at 3:00 P.M.

6. New Business

a) Insurance Renewals

Cheryl explained that we have received verification documents from Jubilee Insurance for our insurance renewals. Cheryl provided the members with the insurance amounts as received from Jubilee Insurance for the legal expense, bond/crime as well as property insurance. Cheryl explained that the renewals for equipment and the landfill truck do not need to be adjusted.

16.94 **Moved by John Connor** to renew the policies based on the insurance amounts provided by Jubilee Insurance.

**CARRIED**

b) Draft CAO Bylaw #3-2016

Cheryl presented the draft CAO Bylaw #3-2016. Chair Hemmaway asked for clarification regarding Section 10.2 as to what authority a designated employee has when signing on behalf of the Commission. Cheryl explained that section 8.2.1 of Bylaw 3-2015, Administrative Bylaw, is very specific as to what authority a designated employee has. Section 8.2.1 states "employees designated by the CAO to sign on behalf of the Commission, shall only be authorized to do so for matters including bank deposits and authorized on account purchases". It was the consensus of the Board to include the information of section 8.2.1 in Bylaw 3-2016 as section 10.2.1.

With the addition of section 10.2.1 to Bylaw 3-2016, Chair Hemmaway asked for a motion to give Bylaw 3-2016 first reading.

16.95 **Moved by Lyal O'Neill** to give Bylaw 3-2016 first reading.

**CARRIED**

16.96 **Moved by Gord Wolstenholme** to give Bylaw 3-2016 second reading

**CARRIED**

16.97 **Moved by Barry Johnson** to proceed to third reading.

**CARRIED Unanimously**

16.98 **Moved by John Connor** to give Bylaw 3-2015 third and final reading.

**CARRIED**

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility August 25<sup>th</sup>, 2016 at 3:00 P.M.

6. New Business cont.

c) Budget vs Actual – For Information

Cheryl provided the members with budget vs. actual amounts for the period of January to July 2016. Income is under budget but to date the Commission is in a reasonably good position.

d) Agricultural Plastics: Survey of Municipalities – For Discussion

Cheryl provided the members with the survey conducted on agricultural plastics. Cheryl explained that this waste continues to be a problem for landfills, however our options are limited. The cheapest way to deal with it is to landfill it. Many of the growers that continue to bring this type of waste to the landfill are frustrated as well. The document did raise the concern that growers may be burning this plastic as an alternative to landfilling it regardless of it being illegal to do so under the Alberta Environmental Protection and Enhancement Act.

e) Waste Volumes

Cheryl provided the members with our year to date waste volumes. With the 2015 volumes being high due to the construction of the new power line, our waste volumes are considerably lower this year. Part of the decline in waste could also be owing to the state of the economy as well.

Cheryl asked member Wolstenholme if he knew where the waste from the Town of Fort Macleod's spring clean-up went. Typically O'Sullivan Collection hauls 40 tonne of waste to the landfill from the annual spring clean-up. Cheryl explained that we have not received this waste this year. Cheryl also mentioned that this would explain why income from Fort Macleod is under budget to date.

Members Wolstenholme and Connor sit as members on the Willow Creek Foundation. Cheryl asked for information regarding the demolition of the lodge in Fort Macleod. Connor and Wolstenholme explained that the contractor has been selected, all of the asbestos abatement has been completed and the structure is ready for demolition. Cheryl asked if they knew where the waste was going to be hauled to. Member Wolstenholme was not certain but had hoped the debris would come to the Willow Creek Landfill.

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility August 25<sup>th</sup>, 2016 at 3:00 P.M.

6. New Business cont.

f) Alberta Wood Waste Recycling Association – Recycling Workshop & Expo

Cheryl explained that we have received the registration application to attend the Alberta Wood Waste Recycling Association workshop and expo in Red deer on Oct. 1, 2016. There are many interesting items on the agenda including landfill and wood waste recycling operations. Chair Hemmaway asked Cheryl if she would like to attend and Cheryl explained she would like to go. With the session beginning at 8:30 am, Cheryl will have to drive up the night before.

**16.99 Moved by John Connor** to have Cheryl attend the Alberta Wood Waste Recycling Association Workshop and Expo in Red Deer, Alberta on October 1, 2016.  
**CARRIED**

g) CAO Accrued OT and Vacation

Cheryl provided the members with updated accrued overtime and vacation information for the CAO. Cheryl explained that she has used all of her carry over vacation time and some of the 2015 accrued overtime. To date she has 67 hours of accrues overtime and 4 weeks of vacation. Cheryl also requested that she be allowed to take vacation starting September 1, 2016 coming back to her duties on September 12. This would use 8 hours of overtime and one week of her vacation.

**16.100 Moved by Barry Johnson** that CAO Cheryl Guenther take vacation as per her request from September 1<sup>st</sup> to September 11<sup>th</sup>, 2016  
**CARRIED**

7. Old Business

a) Building

Cheryl explained that there were some concerns with the building. Cheryl had contacted Nitro informing them that we were getting water in the shop through the roof. Nitro hired a company from Lethbridge that specializes in roofing and exterior cladding to come do the necessary repairs. While the crew changed with doing the repairs was onsite they found there to be deeper issues. They removed the eaves trough and cladding to find that the proper flashings were not used which was allowing the water to enter the building. While they waited for the necessary materials to arrive, we experienced some heavy rain events. Cheryl further explained that on August 10, while at the landfill, she noticed water running down the wall in the basement. There was excessive amounts of water entering the building. On August 12<sup>th</sup>, the company hired to do the repair arrived on site. I asked then to open up a wall on the shop side to inspect for water in the wall adjoining the office space. They found the insulation to be wet at the bottom. We left the wall open for over a week to dry out the wet insulation.

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility August 25<sup>th</sup>, 2016 at 3:00 P.M.

7. Old Business

a) Building cont.

Nitro had an employee on site on August 22 to further check for water damage as well as to replace the sheeting and cladding in the shop. Upon inspection, I am satisfied that the water has dried up and this should be a non-issue.

b) PC Scale Software

Cheryl informed the members that she has purchased the computer as well as a printer and necessary paper for our new scale software. Further she stated that PC Scale offered us a reduction in the cost of the software which will nearly cover the cost of the annual support costs of \$400.00. Staff will use these next 4 months to train and learn the program in preparation of switching over to PC Scale in January 2017.

8. Correspondence

a) Darcy Hale, Jubilee Insurance

Cheryl explained that she had received this information from Earl that had originated from Darcy Hale of Jubilee Insurance. There has been concern with people being injured from falling into transfer station bins. Due to the nature of our business, the information was forwarded to the WCRWMS.

Cheryl explained that she spoke to Darcy regarding the risk here at the landfill. We have open excavation existing all of the time which could cause injury and damage to people and property. Cheryl explained to Darcy that we try to do our due diligence by fencing off open excavations, the use of barricades and signs etc. in an attempt to keep our customers and visitors safe from harm. Darcy felt confident that we are doing our due diligence protecting our customers and staff from harm as well as protecting the Commission from liability.

b) Invitation – Avail CPA

The WCRWMS has been invited to attend the launch party for our auditors. Cheryl asked if any of the members would like to attend. Cheryl is unable to attend as she will be on vacation during that time. No one from the board will attend. Cheryl will RSVP to Avail.

9. General Landfill Information

a) Landfill Site Improvements – For Information

Cheryl gave the members a verbal report on the recent improvements.

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility August 25<sup>th</sup>, 2016 at 3:00 P.M.

10. In Camera

a) Legal

16.101 **Moved by Gord Wolstenholme** to go In Camera at 4:35 P.M.  
**CARRIED**

16.102 **Moved by Lyal O'Neill** to come out of In Camera at 4:39 P.M.  
**CARRIED**

16.103 **Moved by Lyal O'Neill** to cease invoicing Ptarmigan Real Estate and further to have the auditors write off the debt.  
**CARRIED**

11. Adjournment

16.104 **Moved by Gord Wolstenholme** to adjourn the meeting at 4:40 P.M.  
**CARRIED**

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Chairman Earl Hemmaway

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CAO Cheryl Guenther

CLARESHOLM TOWN COUNCIL

RECEIVED

SEP 30 2016

Your Worship and Council,

Enclosed please find receipt for your 2016 CSPRA Sponsorship. Again, we thank you kindly for your continued and generous support of our Association and its' Membership.

Further to your sponsorship we remind you of your entitlement for recognition:

- Your name has appeared on the CSPRA website throughout the 2016 Rodeo Season
- Your name has appeared in the Rodeo Connection throughout the 2016 Rodeo Season
- Your name will be mentioned during Performances at the 2016 Finals Rodeo event

We will be contacting you shortly to create your business card sized advertisement for the 2016 Rodeo Finals Program

We have also enclosed 4 complimentary tickets to each of our CSPRA Finals Saturday & Sunday performances and to our Saturday night Awards Banquet and Social.

We look forward to seeing you, if not before, at our 2016 Finals Rodeo events.

Sincerely,

CSPRA Board of Directors

*Bill Raeder*

*Alexander*  
*Joe Howard*

*Bob Hood*

*[Signature]*

We tip our hats to you  
\_\_\_\_\_ and \_\_\_\_\_  
thank you for your support.



*Offie Simpson*

*Craig Fupatay*  
*[Signature]*

*ANDRA HENRY*  
*ROY BOYBROOK*

*Marilyn*  
*Callaway*  
*[Signature]*

*Michelle*