



TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
JANUARY 9, 2017
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 DECEMBER 12, 2016

PUBLIC HEARING: BYLAW #1622 – LAND USE BYLAW AMENDMENT

ACTION ITEMS:

1. BYLAW #1621 – Claresholm & District FCSS
RE: 1st Reading
2. BYLAW #1622 – Land Use Bylaw Amendment
RE: 2nd & 3rd Readings
3. DELEGATION RESPONSE: Request for Direction – Alberta Municipal Affairs
RE: ACP - Mediation and Cooperative Processes Grant and Supports
4. DELEGATION RESPONSE: Information Brief – Claresholm Skating Club, Claresholm Minor Hockey, Claresholm Pond Hockey
RE: Claresholm Arena Needs
5. CORRES: John Barlow, Member of Parliament for Foothills
RE: Broadband – Connect to Innovate
6. CORRES: EQUUS
RE: FortisAlberta Inc. Application to the Alberta Utilities Commission
7. CORRES: Reynolds Mirth Richards & Farmer LLP
RE: Municipal Law Seminar – February 24, 2017
8. REQUEST FOR DECISION: Southern Alberta Summer Games Administrator Contract
9. REQUEST FOR DECISION: Willow Creek Ag Society Letter of Support
10. REQUEST FOR DECISION: CARES Lease Agreement & CARES Facility Holding Agreement
11. INFORMATION BRIEF: Council Resolution Status
12. ADOPTION OF INFORMATION ITEMS
13. IN CAMERA: Land (2); Personnel

INFORMATION ITEMS:

1. Cheque Listing for Accounts Payable – December 2016
2. Alberta Southwest Bulletin – December 2016
3. Alberta SouthWest Regional Alliance Board Meeting Minutes – November 2, 2016
4. Alberta Electoral Boundaries Commission Public Consultation

ADJOURNMENT



TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING MINUTES
DECEMBER 12, 2016

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

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

REGRETS: None

STAFF PRESENT: Chief Administrative Officer: Marian Carlson, Finance Assistant: Karine Wilhauk.

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 Cutler for unanimous consent to add the following to the Agenda:

11. **REQUEST FOR DECISION: The Station – Letter of Support for Community Initiatives Program Grant Application**

CARRIED

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

CARRIED

MINUTES: **REGULAR MEETING – NOVEMBER 28, 2016**

Moved by Councillor Ford that the Regular Meeting Minutes November 28, 2016 be accepted as presented.

CARRIED

DELEGATIONS:

1. **ALBERTA MUNICIPAL AFFAIRS: Michael Scheidl & Irene Black**
RE: ACP – Mediation and Cooperative Processes Grants and Supports

Michael Scheidl and Irene Black from Alberta Municipal Affairs were present to speak to Council regarding a program overview of Municipal Dispute Resolution Services. Almost anything involving two or more municipalities can be mediated such as annexation, land use planning and shared services.

2. **CLARESHOLM SKATING CLUB, CLARESHOLM MINOR HOCKEY, CLARESHOLM POND HOCKEY**

RE: Claresholm Arena Needs

The Claresholm Skating Club, Claresholm Minor Hockey and Claresholm Pond Hockey sent representatives to speak to Council regarding the Claresholm Arena. Following a recent break in the line of the ice plant, they would like to see arena upgrades and maintenance as a priority in the next budget. They want to ensure that the Arena remains a viable recreation facility in Claresholm for many years to come. They are willing to help however they can to secure funding.

ACTION ITEMS:

1. **BYLAW #1621 – Claresholm & District FCSS**
RE: 1st Reading

Referred to Administration for changes.

2. **BYLAW #1623 – Borrowing Bylaw**
RE: All Readings

Moved by Councillor McAlonan to give Bylaw #1623, a borrowing bylaw, 1st Reading.

CARRIED

Moved by Councillor O'Neill to give Bylaw #1623, a borrowing bylaw, 2nd Reading.

CARRIED

Moved by Councillor Ford to give unanimous consent to give Bylaw #1623, a borrowing bylaw, 3rd and Final Reading at this meeting.

CARRIED

Moved by Councillor Cutler to give Bylaw #1623, a borrowing bylaw, 3rd and Final Reading.

CARRIED

**3. CORRES: Federation of Canadian Municipalities
RE: Canada 150 Community Leaders**

MOTION #16-131 Moved by Councillor Cutler to appoint Economic Development Officer Justin Sweeney as the individual to act on behalf of the Town of Claresholm to the Canada 150 Community Network for the Federation of Canadian Municipalities.

CARRIED

**4. CORRES: Claresholm Community Singers
RE: Grant Application**

Received for information.

**5. CORRES: Claresholm Summer Games Committee
RE: Annual General Meeting January 30, 2017**

Received for information.

**6. CORRES: Claresholm & District FCSS
RE: Unstoppable Conversations January 27 & 28, 2017**

Referred to Administration to find another date that does not conflict with the Claresholm Trade Fair.

7. REQUEST FOR DECISION: Alberta Community Partnership Grant Application – Feasibility Study

MOTION #16-132 Moved by Councillor Fieguth that Council authorizes the Town of Claresholm to participate in an application for the “Regional Fire Service Delivery and Governance Model Feasibility Study” in the amount of \$150,000, to be submitted by the Town of Claresholm, under the Intermunicipal Collaboration (IC) component of the Alberta Community Partnership Grant (ACP); and further

That the Town of Claresholm, as the Managing Partner, agrees to enter into and abide by the terms of the Conditional Grant Agreement, governing the purpose and use of the grant funds.

CARRIED

8. REQUEST FOR DECISION: Alberta Community Partnership Grant Application – Regional Water Study from Town of Nanton

MOTION #16-133 Moved by Councillor Cutler that Council authorizes the Town of Claresholm to participate in an application for the “Regional Water Study” in the amount of \$150,000, to be submitted by the Town of Nanton, under the Intermunicipal Collaboration (IC) component of the Alberta Community Partnership Grant (ACP).

CARRIED

9. REQUEST FOR DECISION: Audit & Related Services 2016

MOTION #16-134 Moved by Councillor Ford to accept the proposal from Avail CPA for audit services for the year ended December 31, 2016 as presented.

CARRIED

10. REQUEST FOR DECISION: 2017 Interim Operating Budget

MOTION #16-135 Moved by Councillor O’Neill to adopt the 2016 operating budget as the 2017 interim operating budget.

CARRIED

11. REQUEST FOR DECISION: The Station – Letter of Support for Community Initiatives Program (CIP) Application

MOTION #16-136 Moved by Councillor McAlonan to write a letter of support for the Station’s grant application for the Community Initiatives Program (CIP) for operations.

CARRIED

12. FINANCIAL REPORT: Statement of Operations November 2016

Moved by Councillor Dixon to accept the Consolidated Statement of Operations for the month ended November 30, 2016 as presented.

CARRIED

13. INFORMATION BRIEF: Community Facility Enhancement Program (CFEP) and Community Initiatives Program (CIP)

Referred to Administration to prepare grant applications for the Claresholm Arena and Multi-use Community Building and Town Hall.

14. INFORMATION BRIEF: Council Resolution Status

Received for information.

15. ADOPTION OF INFORMATION ITEMS

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

CARRIED

16. IN CAMERA: Board Appointment; Land (4); RCMP; Personnel

Moved by Councillor O'Neill that the meeting go In Camera at 8:10 p.m.

CARRIED

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

CARRIED

ADJOURNMENT: Moved by Councillor Dixon that the meeting adjourn at 10:15 p.m.

CARRIED

Mayor – Rob Steel

Chief Administrative Officer – Marian Carlson

DRAFT

ACTION ITEMS



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1621**

A Bylaw of the Town of Claresholm to rescind Bylaw #11549 and being a Bylaw to establish a Family & Community Support Services Board and to define its powers, duties and responsibilities.

WHEREAS the Council of the Town of Claresholm has authorized a Family and Community Support Services Program for the Town of Claresholm;

AND WHEREAS the Council of the Town of Claresholm, in accordance with Section 13(c) of the *Municipal Government Act* and Section 2-3 of the Family and Community Support Services Act, has entered into an agreement with the Minister of Children's Services for the establishment, administration, and operation of a joint Family and Community Support Services Program, and;

WHEREAS the Council deems it expedient to establish a Board to be known as the Claresholm & District Family & Community Support Services (FCSS) Board as hereinafter set forth;

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

SECTION 1 TITLE

- 1.1 This Bylaw may be cited as the **"CLARESHOLM & DISTRICT FCSS BOARD BYLAW."**

SECTION 2 DEFINITIONS

- 2.1 In this Bylaw, unless the context otherwise requires:
- a) **"Board"** means the Claresholm & District FCSS Board, which is an advisory Board to Council.
 - b) **"CAO"** means the Chief Administrative Officer of the Town of Claresholm.
 - c) **"Council"** means the duly elected Town Council for the Town of Claresholm.

SECTION 3 ESTABLISHMENT

- 3.1 There is hereby established a Claresholm & District FCSS Board.

SECTION 4 BOARD MEMBERSHIP

- 4.1 The Board shall be appointed by Council and consist of the following:
- a) Two (2) members to represent Council;
 - b) Three (3) to five (5) members to represent the community at large, one which may be a youth;
 - c) One (1) member will be appointed by the Municipal District of Willow Creek as long as they contribute a share of their FCSS funding to this program.
- 4.2 Members of the Board must be residents of Claresholm and District with the exception of 4.1(c) and each appointee shall remain a member only so long as he/she continues to be a resident.
- 4.3 Appointments shall be for three (3) years, except in the first year of the passing of this bylaw wherein Council shall, as nearly as possible, appoint 1/3 of the members for a term of one (1) year, 1/3 of the members for a term of two (2) years and the remaining members for a term of three (3) years.
- 4.4 The appointment of the Council representative(s) shall be reviewed annually at the Organizational Meeting of Council.

SECTION 5 CONDUCT OF BUSINESS

- 5.1 The Board shall select from among themselves a Chairperson, Vice Chairperson and Secretary.
- 5.2 The Board will meet monthly at a time to be set by resolution of Council.
- 5.3 Special Meetings may be called by the Chairperson or by request to the Chairperson signed by a majority of the Board Members.
- 5.4 If any Member of the Board is absent from three (3) consecutive regular meetings, Council may, upon recommendation from the Board, declare the office of such absent Board Member

- to be vacant.
- 5.5 A quorum for meetings of the Board shall be a simple majority of the appointed Board Members, one of whom must be the Chairperson or Vice Chairperson.
- 5.6 Meeting procedures shall be conducted in accordance with acceptable meeting practices and disputes resolved in accordance with Robert's Rule of Order, revised.
- 5.7 Neither the Board nor any member thereof shall have the power to authorize any expenditure charged against the Town of Claresholm.
- 5.8 The CAO is responsible for all matters relating to personnel.

SECTION 6 DUTIES OF THE BOARD

- 6.1 In general terms, the Board is charged with responsibility to operate Claresholm & District FCSS Programs. More specifically, the Board will:
 - a) Approve, oversee and assess programs as required by the community within the FCSS mandate;
 - b) Ensure the FCSS Director carries out the approved programs;
 - c) Direct FCSS finances within budgetary approval **set by Council**;
 - d) Negotiate and recommend to Council contracts and agreements as required;
 - e) Report to Council monthly on operations;
 - f) Formulate policies for programs as required.

SECTION 7 SEVERABILITY PROVISION

- 7.1 It is the intention of Council that each separate provision of this bylaw shall be deemed independent of all other provisions herein and it is further the intention of Council that if any provisions of this bylaw be declared invalid, all other provisions thereof shall remain valid and enforceable.

SECTION 8 PASSAGE OF BYLAW

- 8.1 Bylaw #1549 and all amendments thereto are hereby repealed.
- 8.2 This Bylaw shall come into effect upon passage of Third Reading.

Read a first time in Council this day of 2017 A.D.

Read a second time in Council this day of 2017 A.D.

Read a third time in Council and finally passed in Council this day of 2017 A.D.

Rob Steel, Mayor

Marian Carlson, CAO



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW # 1622**

A Bylaw of the Town of Claresholm to amend Bylaw #1525 being a bylaw setting out land uses for the Town of Claresholm.

WHEREAS pursuant to the provisions of the *Municipal Government Act*, Revised Statutes of Alberta 2000, Chapter M-26, as amended, Council of the Town of Claresholm (hereafter called Council) has adopted Land Use Bylaw #1525; and

WHEREAS it is deemed expedient and proper pursuant to the provisions of the *Municipal Government Act* that the Council of the Town of Claresholm shall issue a Bylaw to amend its existing Land Use Bylaw.

WHEREAS the purpose of the amendment is to expand the allowable uses within the Retail Commercial –C1 district.

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

The Town of Claresholm Land Use Bylaw #1525 shall be amended as follows:

1. Remove Definition:

Auto sales and service means a development within an enclosed building within which motor vehicles and parts are displayed for sale, and may include a new or used automobile sales lot, and may also include auto repairs except for body work and painting.

Replace Definition:

Vehicle sales and service means a development within an enclosed building within which vehicles and parts are displayed for sale, and may include a new or used vehicle sales lot, and may also include vehicle repairs except for body work and painting. A vehicle is a device in, on or by which a person or thing may be transported or drawn on a highway.

2. Remove: Auto Sales & Service from listing in C2, I1 & I2 Land Use Districts

Replace: Vehicle Sales & Service.

3. C1 (Retail Commercial) Land Use District:

Discretionary Use

ADD: Vehicle Sales & Service

3. This Bylaw shall take effect on the date of final passage.

4. Bylaw #1525 is hereby amended.

Read a first time in Council this **28th** day of **November** 2016 A.D.

Read a second time in Council this day of 2017 A.D.

Read a third time in Council and finally passed in Council this day of 2017 A.D.

Rob Steel, Mayor

Marian Carlson, Chief Administrative Officer



REQUEST FOR DECISION

Meeting: January 9, 2017
Agenda Item: 2

BYLAW No. 1622 - LAND USE BYLAW No.1525 AMENDMENT

BACKGROUND / DESCRIPTION:

The applicant has applied for a land use bylaw amendment to add one use to the Town of Claresholm Land Use Bylaw No.1525 C1 (Retail Commercial) land use district; Vehicle Sales & Service. The use is required to be added to the (C1) – Retail Commercial land use district if the applicant wishes to operate a trailer sales & service business from a Retail Commercial location. Council carried a motion to give Bylaw No.1622 first reading on November 28, 2016.

As per the Municipal Development Plan adopted September 2010, one goal from Town Council is *to encourage the development of commercial and industrial development within the Claresholm area*. One of the ways to achieve this is to expand the uses within the C1 zoning as development opportunities arise. In addition, one key task and goal listed in the Town of Claresholm Strategic Plan is; *Business attraction and retention*.

In accordance with the Municipal Government Act (MGA) Section 692, advertising the land use bylaw amendment requires a public hearing prior to giving second reading and give notice in accordance with MGA Section 606. The notice of public hearing must be published at least once a week for 2 consecutive weeks in at least one newspaper or other publication circulating in the area to which the proposed bylaw, or in which the meeting or hearing is to be held. The notice of public hearing appeared in the Dec 28th and Jan 4th editions of the Claresholm Local Press.

PROPOSED RESOLUTIONS:

Council pass a motion to give Bylaw No.1622, a bylaw to amend Land Use Bylaw No.1525 2nd reading.

Council pass a motion to give Bylaw No.1622, a bylaw to amend Land Use Bylaw No.1525 3rd and final reading.

RECOMMENDED ACTION:

Moved by Councillor _____ to give second reading to Bylaw No.1622, a bylaw to amend Land Use Bylaw No.1525.

Moved by Councillor _____ to give third and final reading to Bylaw No.1622, a bylaw to amend Land Use Bylaw No.1525.

ATTACHMENTS:

- 1.) Draft Bylaw #1622

APPLICABLE LEGISLATION:

- 1.) LUB No.1525
- 2.) MGA Section 696, 606

PREPARED BY: Tara VanDellen, Development Officer

APPROVED BY: Marian Carlson, CLGM - CAO

DATE: January 4, 2017



REQUEST FOR DIRECTION

Meeting: January 9, 2017
Agenda Item: 3

DELEGATION RESPONSE: ALBERTA MUNICIPAL AFFAIRS ACP – MEDIATION & COOPERATIVE PROCESSES GRANTS & SUPPORTS

DESCRIPTION:

At the December 12, 2016 regular Council meeting, Michael Scheidl and Irene Black appeared as a delegation on behalf of Alberta Municipal Affairs. The mandate of their department is to help municipalities resolve intermunicipal issues through mediation and collaboration. Grant funding is also available should Council wish to proceed with this initiative.

PROPOSED RESOLUTION:

Administration would like Council's direction as to if the Town of Claresholm would like to apply for funding for collaboration efforts and/or mediation solutions. There are discussions to be held between the Town of Claresholm and the other municipalities in our region that may benefit from this initiative.

ATTACHMENTS:

1. Email from Irene Black, December 21, 2016 with links.
2. Collaborative Governance Initiative – a better way to move forward.
3. Intermunicipal Mediation – resolving issues together.

PREPARED BY: Karine Wilhauk, Finance Assistant

APPROVED BY: Marian Carlson, CLGM, CAO

DATE: January 6, 2017

Marian Carlson

From: Irene Black <irene.black@gov.ab.ca>
Sent: Wednesday, December 21, 2016 1:29 PM
To: Marian Carlson; interimcao@granum.ca; ! STAVELY; ! CINDY
Subject: Southern Alberta - Paths to to Municipal Dispute Resolution Services Information
Attachments: NORTH PEACE PROTOCOL.pdf

Importance: High

From: Irene Black
Sent: Wednesday, December 21, 2016 9:43 AM
To: Michael Scheidl
Subject: Southern Alberta Trip followup - Paths to to Municipal Dispute Resolution Services Information
Importance: High

Hello

It was great to meet you and your council the other week.

As promised, I am sending you the path to examples of previous collaborative governance processes and procedures and attaching a copy of one not on the Website.

<http://www.municipalaffairs.alberta.ca/1498>

Also note there is a video of what collaborative processes look like for you to take a look at - scroll down and it's under CGI Movie – *"it's all about the process."*

Also, see a direct link to the Public Input Toolkit below:

http://www.municipalaffairs.alberta.ca/documents/MDRS/AMA_Public_Input_Toolkit_Sept2014.pdf

And here is the path to the Grants Application form – ours is the Mediation and Cooperative processes check box.

http://www.municipalaffairs.alberta.ca/municipalgrants-description?program_id=41

Please let us know by return e-mail if your councils are interested in participating in an intermunicipal collaboration.

In addition, we heard all kinds of great questions related to the upcoming Intermunicipal Collaboration Framework (ICF). We thought it would be useful to compile a Frequently Asked Questions in relation to ICFs and for that reason, we are asking you to think about what you need to know about ICFs that you don't already know. If you have more than one question, please feel free to put them in an e-mail to me and I will take it forward to our team. We will send you the results in early 2017.

Have a peaceful, safe and happy holiday season surrounded by family and friends!.....Irene

Irene Black

Municipal Dispute Resolution Advisor
Municipal Collaboration Unit
Government of Alberta
780.644.3124

17th Floor Commerce Place
10155-102 Street
Edmonton, AB
T5J 4L4

To check out our services, please go to:

<http://www.municipalaffairs.alberta.ca/MDRS.cfm>

"Never cut what you can untie." — Joseph Joubert

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NORTH PEACE PROTOCOL: INTERMUNICIPAL PRINCIPLES

- **Municipal autonomy**
- **Open communication**
- **Trust and honesty**
- **User pays**
- **Continuity**
- **Respect**
- **Effective communication**
- **Continuing commitment**
- **Flexibility**
- **Variety in municipal support**
- **Look for opportunities**

is your municipality wanting to...

- build or maintain long-standing partnerships with other municipalities?
- deal with growth, change and organizational capacity?
- address tensions internally, with other municipalities or with the general public and stakeholder groups?
- build organizational capacity to deal with conflict when it arises?
- improve communication between staff, council, developers and the public?

You are not alone. A recent survey of chief administrative officers in Alberta indicated that more than half feel they need assistance in interpersonal communication, mediation and negotiation to address an increasingly complex business environment. The Collaborative Governance Initiative (CGI) is designed to help municipalities create protocols and a framework to deal with the complexity of municipal business.

The Collaborative Governance Initiative has helped us

“ ...build capacity in staff to reduce conflict by becoming better communicators. ”

- Roxane Girard, Human Resources, Leduc County

MUNICIPAL DISPUTE RESOLUTION SERVICES

over **15 years** of
success

Following a change to the *Municipal Government Act* in 1994 that put the power to resolve disputes more firmly in the hands of local municipalities, Alberta Municipal Affairs began working with local governments to create more collaborative ways of dealing with conflict.

Our voluntary programs result in significant cost savings for municipalities, and have positively impacted the working relationships of Albertans.

Municipal Dispute Resolution Services provides assistance in three primary areas:

- Mediation (Intermunicipal Dispute Resolution Services)
- Collaboration (Collaborative Governance Initiative)
- Education Workshops

CONTACT US

For more information on any of our programs, please contact us at:

E MDRS@gov.ab.ca

T 780-427-2225, toll free by dialing 310-0000 first

and ask for one of the Municipal Dispute Resolution Services Staff



Alberta Municipal Affairs
17th Floor, Commerce Place
10155 – 102 Street NW
Edmonton, Alberta T5J 4L4
www.municipalaffairs.alberta.ca/MDRS.cfm

COLLABORATIVE GOVERNANCE INITIATIVE

**a better
way to
move
forward**



Alberta



Visit our collaboration website at:
www.municipalaffairs.alberta.ca/MDRS_collaboration.cfm

a better way to move forward

is your municipality ready to...

- identify and capitalize on joint intermunicipal ventures?
- improve capacity to deal with conflict internally or intermunicipally?
- engage a variety of stakeholders and the public?
- address long-term strategic planning for your region?
- formalize joint projects, services and agreements?

If you said yes to any of the above, read on to learn more about the Collaborative Governance Initiative (CGI).

Proactive solutions to local challenges

Today more than ever municipalities may be challenged with growth, sustainability or remaining viable. As a result, they are looking to the future to build partnerships, address organizational capacity and deal with divergent perspectives in a collaborative and efficient manner.

Collaborative governance is about building processes to proactively address intermunicipal issues.

“ *The Stronger Together agreement was built on a long standing cooperative relationship between the Town of Rocky Mountain House, Village of Caroline and Clearwater County. Stronger Together sets out a formal governance framework which will enhance and shape a higher level of collaboration, in order to efficiently meet the needs of the three communities.* **”**

- Ron Leaf, CAO, ClearWater County

learn how to work collaboratively

Whether it's building strong internal processes, or setting up a more collaborative way to deal with your municipal neighbours, we can help.

The CGI is a proactive approach to improve and develop internal and/or intermunicipal policies, processes and protocols. The program helps municipalities find locally relevant ways to improve communication, better engage with internal and external stakeholders, and build strong working relationships.

Let us provide the support you need

Assessment Phase – grant of up to \$50,000

- with the help of a consultant, municipalities assess current practices and develop new policies and protocols that will help to address emerging issues.

Implementation Phase – matching grant of up to \$30,000

- funding helps municipalities develop and carry out a strategy to implement and execute new protocols, policies and procedures. Funding for implementation may include training and evaluation.

Interested in applying for funding?

Give us a call to help you get started. You can also check out current grant guidelines at:

www.municipalaffairs.alberta.ca/MC_regionalcollaborationprogram.cfm

“ *The RanchHouse Accord formalizes this commitment and provides a framework with guidelines, processes and strategies to assist the County and Town sustain a cooperative, open, communicative relationship with each other.* **”**

- Former CGI project - The RanchHouse Accord

current protocols, agreements & successes

Municipalities across Alberta have developed collaboration protocols, processes and policies to help guide their business activities in new and innovative ways.

Check out our website and YouTube testimonials to find out how other municipalities have built their own customized processes.

www.municipalaffairs.alberta.ca/MDRS_collaboration.cfm

getting started

It's as easy as picking up the phone to call any member of the Municipal Dispute Resolution Services team.

We will be happy to speak with you about your unique situation and how to take the next steps.

DID YOU KNOW?

Municipal Dispute Resolution Services (MDRS) staff provide consultation and support for initial assessments, selection of consultants, preparation of requests for proposals, and evaluation of proposals.

MDRS staff can also participate on the working group to provide advisory assistance throughout your project.

a better way to **resolve disputes**

When intermunicipal issues need to be addressed and conflict arises, municipal organizations may turn to adversarial or litigious methods to resolve problems. Conflicts that are difficult to resolve – or are adversarial in nature – are hard on people, eat up valuable time, money and energy.

The Intermunicipal Dispute Resolution Initiative is a voluntary service that encourages the use of mediation or other dispute resolution alternatives to resolve issues in a collaborative manner, rather than resorting to an outside authority.

For more than 15 years, we've been helping municipalities find a more collaborative way to build successful resolutions – even in situations that seem impossible to move forward.

DID YOU KNOW?

You can access mediation services to help resolve ANY intermunicipal issue you are faced with at ANY stage of your negotiations.

Call us if your municipality is having difficulty reaching agreement with a municipal neighbour or regional authority on these types of issues:

- annexations
- land use planning issues
- cost sharing agreements
- provision of regional services or
- any other intermunicipal issue

MUNICIPAL DISPUTE RESOLUTION SERVICES

over **15** years of
success

Following a change to the *Municipal Government Act* in 1994 that put the power to resolve disputes more firmly in the hands of local municipalities, Alberta Municipal Affairs began working with local governments to create more collaborative ways of dealing with conflict.

Our voluntary programs result in significant cost savings for municipalities, and have positively impacted the working relationships of Albertans.

Municipal Dispute Resolution Services provides assistance in three primary areas:

- Mediation (Intermunicipal Dispute Resolution Services)
- Collaboration (Collaborative Governance Initiative)
- Education Workshops

CONTACT US

For more information on any of our programs, please contact us at:

E MDRS@gov.ab.ca

T 780-427-2225, toll free by dialing 310-0000 first
and ask for one of the Municipal Dispute Resolution Services Staff



Alberta Municipal Affairs
17th Floor, Commerce Place
10155 – 102 Street NW
Edmonton, Alberta T5J 4L4
www.municipalaffairs.alberta.ca/MDRS.cfm

INTERMUNICIPAL MEDIATION



MEDIATION

MUNICIPAL
DISPUTE
RESOLUTION
SERVICES

Alberta

resolving issues together



Visit our mediation website at:
www.municipalaffairs.alberta.ca/MDRS_mediation.cfm

resolving issues together

helping municipalities reach mutually agreeable solutions

How can mediation help municipalities?

Working out contentious or complex issues is a municipal fact of life and intermunicipal negotiations sometimes are not easy.

Municipal Dispute Resolution Services (MDRS) provides mediation services to municipalities who want to build consensus.

Mediation is a process that uses a neutral third party to help develop solutions that are acceptable to all parties.

Mediation works best when the parties want to:

- preserve or develop a positive working relationship with their municipal neighbours
- maintain local autonomy
- have a safe environment where issues can be discussed in an open and frank manner
- build consensus and trust
- reach mutually agreeable solutions that works for everyone
- make the final decision

“ I would encourage any municipality to consider using this great program as a way of strengthening their relationships with others. It's cost-effective, economical, and successful agreements can be reached.

Why wouldn't anyone want those kind of results? ”

- Vern Hartwell, Former Mayor of Strathcona County

what are the benefits of mediation?

Maintain municipal identity and local autonomy: building consensus while maintaining local autonomy in a collaborative environment builds trust, reduces tension and improves harmony between neighbours.

Clarifying complicated issues: mediation sorts and prioritizes complicated concepts and breaks them into manageable pieces.

Impartial process manager: mediators are skilled at managing emotions and dealing with impasse around the table while keeping the conversation moving to consensus.

Joint decision making and creative solutions: with the assistance of a mediator, the group determines what issues need to be resolved and jointly create a solution that meets the diverse needs of the parties.

Building positive relationships: mediation facilitates a dialogue where individual perspectives are shared, leading to increased understanding, respect and trust.

Durable agreements: agreements that are built through consensus and meet the needs of the parties are more satisfying and durable compared to those imposed by an outside third party.

“ Having that independent person running the discussions does help a lot. It brings structure to the dialogue...how and where you meet, what each party's expectations are, and how you communicate – we ironed out potential hidden bumps that tend to sabotage the meetings. Having a facilitator provide that structure gave me a true appreciation of what the process does for the overall discussions. ”

- Lorie Pesowski, Former Director of Planning and Community Services for Rocky View County

DID YOU KNOW?

We'll come to you... We offer joint or individual information sessions with councils to talk about mediation and answer questions you have. No commitment necessary. Municipalities have found these presentations useful in helping them make an informed decision on how to proceed with resolving their intermunicipal issues.

what should I know about mediation?

How much will mediation cost?

Mediator rates vary according to training and experience, but typically range upwards from \$200 per hour, plus expenses (location may impact costs). Keep in mind, mediation is typically less expensive than traditional litigation.

Who pays for mediation?

Costs are normally shared equally among the parties involved. Grants are available to fund a portion of the cost associated with mediation under the Mediation and Cooperative Services Component of the Regional Collaboration Program.

Grant details can be found at:

www.municipalaffairs.alberta.ca/MC_regionalcollaborationprogram.cfm

getting started

To begin, contact MDRS. We will be happy to work with you to address your unique needs and discuss options for moving forward.

“ Mediation allowed us to add things throughout the process, so we ended up with a much broader, stronger agreement. You can't do that when you go to court. In court, it's either a win or lose situation. ”

- Bill Sadler, Former Mayor of the Summer Village of Crystal Springs



INFORMATION BRIEF

Meeting: January 9, 2017

Agenda Item: 4

DELEGATION RESPONSE: Claresholm Skating Club, Claresholm Minor Hockey, Claresholm Pond Hockey RE: Claresholm Arena Needs

DESCRIPTION:

At the December 12, 2016 regular Council meeting, members of the Claresholm Skating Club, Claresholm Minor Hockey and Claresholm Pond Hockey appeared as a delegation in order to voice their concerns regarding the future sustainability of the Claresholm Arena. Their concern lies with infrastructure needs going forward. Each group is prepared to assist as much as possible. At this meeting, it was also discussed that the Government of Alberta has recently announced new funding for non-profit groups under the Community Facility Enhancement Program (CFEP) to help support construction and renovation of public-use community facilities. These groups indicated their interest in pursuing this grant for the Claresholm Arena.

Since the Council meeting, an initial meeting has been held to start planning for a grant application to CFEP for the Arena. It was decided by the committee that has been formed to wait until the October 15, 2017 deadline in order to submit an application. This will give the committee time to make a stronger grant application. It was felt by the group that the greater financial support they can garner ahead of time, including fundraising and meeting with the MD of Willow Creek, will help to strengthen the application and improve their chances of success. Denise Spencer, Recreation Manager and Mike Schuweiler, Director of Infrastructure Services, are participating in the committee and will provide updates to the CAO as the process progresses.

PREPARED BY: Karine Wilhauk, Finance Assistant

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: January 6, 2017

From: John.Barlow.C1B@parl.gc.ca [<mailto:John.Barlow.C1B@parl.gc.ca>]

Sent: Thursday, December 22, 2016 8:59 AM

Subject: Broadband - Connect to Innovate

Good morning to you all:

I sent this information to all the Reeves and Mayors in the Foothills riding by email and a hard copy by post. Attached please find a copy.

Yours Sincerely,

John

John Barlow

Member of Parliament for Foothills

Box 5448

109-4th Avenue S.W.

High River, AB

T1V 1M5

Tel: 403-603-3665

Fax: 403-603-3669

Toll Free: 1-866-636-9437

John.Barlow@parl.gc.ca

Re: Enhanced broadband access coming to rural communities across Canada

Dear Mayor/Reeve and council,

Since I was first elected in 2014 we have shared a common top priority, which is improving access to broadband internet service in Foothills. It is essential to attract new business and to provide the infrastructure to allow existing businesses to grow.

Access to broadband is essential for living, working and competing in a digital world. For Canadians in rural regions access to high-speed internet can unlock tremendous economic potential, leading to the creation of new jobs and businesses. It is also critical for our students to be on par with their counterparts in more urban settings who have access to digital information and learning.

While in government, I worked with Industry Minister James Moore on the Connecting Canadians 150 program which committed \$500 million to improve broadband access to rural communities as part of the Canada's 150 celebrations.

I am pleased the federal government announced today (Dec. 18, 2016) it will honour the Connecting Canadians initiative through Connect to Innovate, a \$500 million program to bring broadband Internet access to 300 rural communities across Canada by 2021.

Connect to Innovate will support new high-capacity "backbone" networks, with a portion of funding being used to upgrade existing backbone networks and provide "last-mile" connections. Additional backbone capacity could be used to provide users with access to speeds well above 5 megabits per second.

The Connect to Innovate website includes a map outlining areas with no or limited broadband access that will be eligible for Connect to Innovate funding. Looking at the map, you will see a great deal of the Foothills riding is eligible for "last mile" and new "backbone" infrastructure. In fact, according to the map compiled by the Government of Canada, Foothills is among the areas most in need of improved broadband access.

Therefore, I am encouraging municipalities in Foothills to work together with an internet service provider and apply to the Connect to Innovate program to secure funding to improve broadband access in southern Alberta. Many groups, including Alberta Southwest Economic Development, Alberta Southwest Mayors and Reeves and Calgary Regional Partnership members, have done a lot of work on this already.

Please keep me informed of your application including sharing a copy with me so I can advocate for funding requests from Foothills municipalities. In addition, if you would like to meet to discuss your application or you have questions regarding the Connect to Innovate program please contact my office.

Sincerely,

John Barlow

QUICK FACTS

- Connect to Innovate will provide up to \$500 million by 2021 to extend and enhance broadband service in rural and remote communities.
- The Connect to Innovate program aims to bring access to high-speed Internet to 300 communities across Canada.
- The deadline for applications for project funding is **March 13, 2017**.
 - The program will cover up to 75% of cost to build new “backbone” project or “last mile” and up to 50% for capacity upgrades.
 - Applicants must commit to open access of network and provide information on cost to user.
 - Preference will be given to applications with most community benefit, for communities without internet service or low service, number of communities involved, scalability and affordability to customer.
 - Connect to Innovate website: <https://www.canada.ca/en/innovation-science-economic-development/programs/computer-internet-access/connect-to-innovate.html>
 - Connect to Innovate eligibility map: <http://www.ic.gc.ca/app/sitt/ibw/hm.html?lang=eng>

For more information contact:

Carrie Fischer
403-603-3665
John.Barlow.c1@parl.gc.ca

RECEIVED

JAN - 3 2017



December 30, 2016

Town of Claresholm
Mayor, Councillors, CAO
221 45 Avenue West
Claresholm, AB T0L 0T0

RE: FortisAlberta Inc. Application to the Alberta Utilities Commission

Earlier this year, EQUS advised you of FortisAlberta's request to purchase EQUS distribution facilities, affecting 77 members currently served by EQUS, that due to annexations over time were now located within a municipality.

FortisAlberta cited "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.

On December 19, 2016, EQUS received notice that FortisAlberta has made a formal request to the Alberta Utilities Commission to adjust (reduce) EQUS' service area boundary to align with the current Municipal boundary (Proceeding #22164). FortisAlberta's position is that they have a current Franchise Agreement with your Municipality which has granted them exclusive rights to provide electric distribution services to all consumers within your municipal boundaries.

We believe that FortisAlberta's application is a response to recent legal decisions which they do not like which confirms unrestrained customer choice in the provision of distribution services within the service area of EQUS. Their application is clearly self-serving and if approved, will restrict the future potential for consumers of this province located within your municipality to have a choice in who provides them electricity services. As well, FortisAlberta is using this application as a heavy-handed means to *force* these 77 EQUS members to be served by FortisAlberta, regardless of who they may want to be served by.

EQUS' geographic service area, granted and approved by the Alberta Utilities Commission, does not exclude villages, towns, cities, etc. As noted above, if Fortis' application is approved, EQUS' service area would be reduced to exclude your municipality.

EQUS continues to seek 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 and force those members in your municipality to be served by FortisAlberta.

Sincerely,

A handwritten signature in blue ink, appearing to be "C. Glazer".

Charlene Glazer
Business Alignment Manager

/enc

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 T0L 0T0
Toll-free: 1.888.565.5445



Filing announcement

Proceeding 22164

FortisAlberta Inc. filed an application with the Alberta Utilities Commission on December 16, 2016, requesting orders confirming boundaries of its exclusive municipal franchise areas.

Issued on December 21, 2016.

Alberta Utilities Commission
Douglas A. Larder, QC, General Counsel

Calgary
Edmonton

400, 425 First Street S.W., Calgary, Alberta T2P 3L8
Tenth Floor, 10055 106 Street, Edmonton, Alberta T5J 2Y2

403-592-8845
780-427-4901

www.auc.ab.ca

September 29, 2016



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

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

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Box 1178, 4804 41 Street
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Toll-free: 1.888.627.4011

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Innisfail, Alberta T4G 1S8
Toll-free: 1.877.527.4011

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

equus.ca

“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

FORTIS ALBERTA

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@equs.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. 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 Onoway	OW1212	NE-35-54-2-5	4 to 6	1 transformer
Town of Onoway	??	NE-35-54-2-5 (Lot 1A, Plan 162 0414)	1 + 2 Secondary Poles	1 transformer with 2 services
Town of Onoway	??	NE-27-54-2-5 (Lot D, Plan 872 2344)	1 to 3	1 transformer
Town of Onoway	OW341	NW-26-54-2-5	1 to 2	No transformer, only line.
Town of Onoway	OW1092	NE-27-54-2-5	1 to 3	1 transformer.
Town of Onoway	??	NE-27-54-2-5 (Lot C, Plan 842 2520)	1	1 transformer
Town of Onoway	??	SE-34-54-2-5	1 to 2	No transformer, only line. Fortis transformer on EQUUS pole SW# 3030N103
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	8005T	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-w-5	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-w-5	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 982	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 B2	SE 17-35-28-w4	1	1 transformer
Town of Innisfail	ZB B3	SE 17-35-28-w4	1	1 transformer
Town of Innisfail	ZB B4	SE 17-35-28-w4	1 to 6	Line only.
Town of Innisfail	ZB B5	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

From: Tanya M. Pon [<mailto:TPon@rmrf.com>]

Sent: Monday, December 19, 2016 8:39 AM

Subject: 2017 Reynolds Mirth Richards & Farmer LLP Municipal Law Seminar - Invitation Enclosed

Good Morning,

Please find enclosed our invitation to the upcoming 2017 Reynolds Mirth Richards & Farmer LLP Annual Municipal Law Seminars.

Topics offered at each of the Seminars, along with our registration form and payment options, can be found on our website at www.rmrf.com/news.

Please note that a more detailed agenda, including times and locations, will be sent to you early in the New Year.

Please do not hesitate to contact me if you have any questions.

We look forward to seeing you there,

Tanya



Tanya M. Pon | Manager, Business Development & Marketing
3200 Manulife Place | 10180 - 101 Street | Edmonton AB Canada T5J
3W8
Direct: 780.497.3329 | Fax: 780.429.3044 | Toll Free: 1.800.661.7673
tpon@rmrf.com | www.rmrf.com

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R | M | R | F

BARRISTERS SOLICITORS

Reynolds
Mirth
Richards
& Farmer LLP

2017 Annual Municipal Law Seminars

3 Dates - 3 Locations

PLEASE EXTEND THIS INVITATION TO YOUR COUNCIL
& SENIOR ADMINISTRATION

Central: Friday, February 17th, 2017
Edmonton, AB
\$100 / Person

South: Friday, February 24th, 2017
Airdrie, AB
\$75 / Person

North: Friday, March 3rd, 2017
Grande Prairie, AB
\$75 / Person

**VISIT WWW.RMRF.COM/NEWS FOR MORE
DETAILS & TO REGISTER**

Questions? Call us at 780.497.3329
or email tpon@rmrf.com.



REQUEST FOR DECISION

Meeting: January 9, 2017
Agenda Item: 8

SOUTHERN ALBERTA SUMMER GAMES ADMINISTRATOR CONTRACT

DESCRIPTION:

For the past several years, the Municipal District of Willow Creek has taken care of administration of the Southern Alberta Summer Games and charged each municipality a fee for this service. The MD has indicated they would like one of the urban municipalities to take over this task. Since the Town of Claresholm secured the position of Recreation Manager in 2016, the Town is now able to offer the services of the Recreation Manager for the administration of the Southern Alberta Summer Games in our region.

In recent Regional CAO Meetings, each municipality has indicated their support for an agreement that would see the Town of Claresholm administering the participation of MD of Willow Creek residents in the Southern Alberta Summer Games. Administration is asking for Council's support for this agreement and to send it on to the other municipalities for their signatures.

PROPOSED RESOLUTION:

Moved by Councillor _____ to sign the Service Agreement for the Southern Alberta Summer Games Administrator position as presented.

PREPARED BY: Karine Wilhauk, Finance Assistant

APPROVED BY: Marian Carlson, CLGM, CAO

DATE: January 6, 2017

SERVICE AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____, 20__ BETWEEN:

The *Town of Claresholm*,
A Municipal Corporation in the Province of Alberta,
Of the First Part

(hereinafter referred to as “The Town”)

AND

The *Municipal District of Willow Creek No.26*
A Municipal Corporation in the Province of Alberta,
Of the Second Part;

AND

The *Town of Nanton*,
A Municipal Corporation in the Province of Alberta,
Of the Third Part;

AND

The *Town of Stavely*,
A Municipal Corporation in the Province of Alberta,
Of the Fourth Part;

AND

The *Town of Granum*,
A Municipal Corporation in the Province of Alberta,
Of the Fifth Part;

AND

The *Town of Fort Macleod*,
A Municipal Corporation in the Province of Alberta,
Of the Sixth Part

(hereinafter referred to collectively as “The Municipalities”)

WHEREAS:

1. The Town and the Municipalities each have residents who participate in the Southern Alberta Summer Games each July;
2. The Town has created and filled the position of Recreation Manager;
3. The Town is willing to offer the services of the individual filling this position to the Municipalities for the administration of the Southern Alberta Summer Games within the MD of Willow Creek;
4. The Town and the Municipalities wish to enter into a written agreement for the administration of the Southern Alberta Summer Games within the MD of Willow Creek.

NOW THEREFORE, this agreement witnesses that in consideration of the terms and conditions contained in this agreement, the Town and the Municipalities agree out as follows:

1. The parties agree the individual filling the position of Recreation Manager for the Town of Claresholm (the "Recreation Manager") shall act on behalf of the Town and the Municipalities as the Southern Alberta Summer Games Administrator within the MD of Willow Creek for a one year term commencing January 1, 2017 and terminating December 31, 2017.
2. As Southern Alberta Summer Games Administrator, the Recreation Manager will report to the Town's Chief Administrative Officer (CAO). The parties agree the Southern Alberta Summer Games Administrator is not a full-time position.
3. The Municipalities agree to each pay the Town compensation for the services provided by the Recreation Manager in accordance with Schedule "A" of this agreement. The respective amounts shall be invoiced by the Town to each Municipality upon execution of this agreement.
4. The Town shall maintain general liability insurance coverage covering the Recreation Manager in his role as Southern Alberta Summer Games Administrator. The Recreation Manager shall at all times remain the employee of the Town and the Town will maintain payment of salary and benefits to the Recreation Manager during the period that the services are provided and will make and remit all payroll deductions and employer contributions that are required by law.
5. The Recreation Manager will perform the services as an ongoing employee of the Town and not as the servant or employee of the Municipalities or any one of them and nothing contained in this agreement shall be construed or have the effect of constituting the relationship of employee and employer between the Employee and the Municipalities.
6. The Town and Municipalities acknowledge that any complaint received with respect to this position will be immediately forwarded to the CAO of the Town.
7. The Municipalities acknowledge and agree that, except in respect of acts or omissions which constitute bad faith, willful misconduct or gross or reckless negligence in the provision of the services hereunder, neither the Town nor the Recreation Manager shall under any circumstance be held responsible for, or liable to the Municipalities for any claims, costs, losses, expenses, liabilities, liens, penalties, or damages (collectively, "Losses"), directly or indirectly incurred, sustained, suffered by or asserted against the Municipalities relating to, arising out of or resulting from or in any way connected with any errors or omissions in the services provided under this agreement.

8. The Municipalities agree to jointly and severally indemnify and save harmless the Town (or their agents, servants, officers, elected officials or employees, including the Recreation Manager) from and against any claim, action suit, proceeding or demand including those related to negligence, made or brought against the Town (or any of them, their agents, servants, officers, elected officials, or employees) with respect to any occurrence, incident, accident or happening relating to the provision of services by the individual filling the position of Recreation Manager pursuant to this agreement, excepting any occurrence, incident, accident involving negligence or intentional torts by each municipality (or their agents, servants, elected officials or employees).
9. This agreement shall in all respects be governed and be construed in accordance with the laws of the Province of Alberta.
10. This agreement will be reviewed by all parties prior to December 31, 2017.
11. This agreement may be amended solely by written consent of all parties.
12. This agreement and the attached schedule represent the entire agreement between the parties. No other terms, representations or warranties, verbal or otherwise, are to be inferred or implied.
13. This agreement enures to the benefit of and is binding upon the parties to this agreement and their respective successors.

IN WITNESS THEREOF the parties hereto have executed this agreement as this _____ day of _____, 20____.

Mayor – Town of Claresholm

CAO – Town of Claresholm

Reeve – MD of Willow Creek

CAO – MD of Willow Creek

Mayor – Town of Nanton

CAO – Town of Nanton

Mayor – Town of Stavely

CAO – Town of Stavely

Mayor – Town of Granum

CAO – Town of Granum

Mayor – Town of Fort Macleod

CAO – Town of Fort Macleod

SCHEDULE "A"

2017 SUMMER GAMES COORDINATOR COSTS

MD of Willow Creek	\$2,600
Town of Nanton	\$ 800
Town of Stavely	\$ 200
Town of Granum	\$ 200
Town of Fort Macleod	\$ 800



REQUEST FOR DECISION

Meeting: January 9, 2017
Agenda Item: 9

LETTER OF SUPPORT – WILLOW CREEK AG SOCIETY

DESCRIPTION:

The Willow Creek Agricultural Society is applying once again for the **Community Facility Enhancement Program Grant** and requires a letter of support from Council.

BACKGROUND:

The Willow Creek Agricultural Society operates the Claresholm Agriplex, which is a Town of Claresholm facility. The Agriplex is a very busy venue year-round, and the Society has secured the funding and built a second indoor riding arena. They are applying to the Community Facility Enhancement Program Grant to assist in the costs of completion of the interior of the new building. As this is a Town-owned facility, the Society requires a letter of support from the Town of Claresholm. The Agriplex is very active and brings a lot of people into our community.

They had previously applied for the CFEP Grant, however with the announcement of new funding levels, they are withdrawing their previous application and reapplying. The deadline for applications for this round is January 15, 2017.

COSTS/ SOURCE OF FUNDING:

None.

ATTACHMENTS:

- 1.) Email from David Hansma of the Willow Creek Ag Society.

PREPARED BY: Karine Wilhauk, Finance Assistant / Communications

APPROVED BY: Marian Carlson, CLGM - CAO

DATE: January 6, 2017

Karine Wilhauk

From: Claesholm Agriplex <clhmagriplex@telus.net>
Sent: Thursday, January 5, 2017 11:01 AM
To: Karine Wilhauk; Marian Carlson
Subject: Fw: Letter of Support

Hi Marian and Karine.

The WCAS is sending in a grant application for the newly expanded Community Facility Enhancement Program to go towards the completion of the interior of the new indoor riding facility that is currently being built at the Claesholm Agriplex. We are having to withdraw the original application that the town gave me a letter of support for so we can apply of the newly expanded CFEG. The deadline of application is Jan 15, 2017. The WCAS would like to formally ask the Town of Claesholm for a letter of support for this project. This will be greatly appreciated.

Thank you

David Hansma



REQUEST FOR DECISION

Meeting: January 9, 2017
Agenda Item: 10

CAReS Lease Agreement and CAReS Facility Holding Agreement

DESCRIPTION/BACKGROUND:

The Lease and Facility Holding agreement with CAReS terminated in October of 2016. The CAReS Board, Town of Claresholm Administration, Municipal Enforcement and Council have compiled the attached agreements and agree in principal with the changes to the working document.

DISCUSSION/OPTIONS

Review the attached documents and the changes being presented. (changes are in red writing)
If approval is granted, move to the final signing process.

PROPOSED RESOLUTION

Moved by Councilor _____ to approve the amended CAReS Lease and the CAReS Facility Holding agreement effective January 1, 2017 for a one year term.

ATTACHMENTS/APPLICABLE LEGISLATION:

- 1.) Proposed Lease
- 2.) Proposed Facility Holding

PREPARED BY: Jason Hemmaway

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: January 4, 2017

LEASE AGREEMENT

TOWN OF CLARESHOLM

TO

CLARESHOLM ANIMAL RESCUE SOCIETY

THIS LEASE made the _____ day of _____, 20_____.

BETWEEN:

TOWN OF CLARESHOLM

(hereinafter referred to as the "Landlord")

AND:

CLARESHOLM ANIMAL RESCUE SOCIETY

(hereinafter referred to as the "Tenant")

WHERE AS:

The Landlord is the registered owner of the Lands;

NOW THEREFORE in consideration of the grant of leasehold interest, rents payable, and the mutual covenants contained within this Lease, the parties hereby agree as follows:

ARTICLE 1 - DEFINITIONS

1.1 In this Lease the following terms have the following meanings:

- (a) "Buildings" means the buildings and improvements from time to time located upon the Lands;
- (b) "Commencement Date" means the **1st day of January 2017**;
- (c) "Hazardous Substances" means toxic, hazardous, dangerous or potentially dangerous substances of any kind whatsoever including, without restricting the generality of the foregoing, urea formaldehyde, asbestos, PCB transformers and those elements, materials, substances or compounds which are regulated by federal, provincial or local statute, law, ordinance, code, rule, regulation order or decree including, but not limited to, the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c.E-12, as amended from time to time, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous or potentially dangerous waste, substance or material of any kind or nature whatsoever;
- (d) "Lands" means those lands legally described as that portion of Lots 3 & 4, Block 3, Plan 6752JK (4110 – 3rd Street East);
- (e) "Lease" means this lease agreement, as from time to time amended in writing by agreement between the Landlord and the Tenant;
- (f) "Permitted Use" means the operation and management of an animal rescue shelter for use by the public and the Society in compliance with all applicable laws, regulations or bylaws and for no other purpose whatsoever unless expressly authorized in writing by the Landlord in writing. The Permitted Use of the animal services building includes use by the public, use by the Society, operation of an animal rescue shelter, cultural or community events,

and such other uses as authorized by the Landlord;

- (g) "Rent" means the rent payable by the Tenant pursuant to Paragraph 5.1 of this Lease, together with any other sums, amounts, costs or charges as may be required to be paid by the Tenant to the Landlord pursuant to the terms of this Lease;
- (h) "Stipulated Rate" means the prime rate of interest charged from time to time by the ATB Financial, formerly Alberta Treasury Branches, or its successor, at its main branch in Edmonton to its most preferred borrowers, plus Three (3%) percent per annum; and
- (i) "Term" means the term of this Lease as set forth in Paragraph 3.1 of this Lease.

ARTICLE 2 - GRANT

2.1 Demise of Lands. In consideration of the rents, covenants, conditions and agreements contained within this Lease to be paid, observed and performed by the Tenant, the Landlord hereby demises and leases the Lands to the Tenant.

ARTICLE 3 - TERM OF LEASE

3.1 Term. The term of this Lease shall be for one (1) year commencing on January 1st of 2017 and terminating on December 31st of 2017, subject always to earlier termination or renewal of this Lease and the Term as provided in this Lease.

3.2 Option to Renew. Provided that the Tenant is not then in default of any of its obligations contained within this Lease, the Tenant shall have the option to renew this Lease for one (1) further term of one (1) year, upon the same terms, covenants and conditions contained within this Lease. The Landlord and the Tenant acknowledge and agree that there shall be no recurring right of renewal, and that the renewal term(s) contemplated within this Paragraph constitute the extent of the Tenant's renewal right. The Tenant shall exercise its right of renewal contained within this Lease by delivering notice in writing to the Landlord sixty (60) days prior to expiration date of the Term or renewal term, as the case may be.

ARTICLE 4 - EXAMINATION OF LANDS

4.1 "As Is, Where Is". The Landlord shall provide, and the Tenant shall accept, the Leased Premises in as-is, where-is condition.

4.2 Satisfactory Condition. Without limiting the foregoing, the Tenant agrees:

- (a) that there exists no promise or collateral agreement by the Landlord to alter, remodel, decorate or improve the Lands or any property neighbouring or surrounding the Lands;
- (b) that no warranties or representations whatsoever respecting the Lands (including, without restriction, the condition or quality of the Lands, or its suitability for the purposes and use intended by the Tenant) have been made by the Landlord or its agents or employees; and
- (c) that the Tenant has examined the Lands and as at the date of this Lease the Lands are in good order, ready for occupancy and in satisfactory condition.

ARTICLE 5 - RENT

5.1 Base Rent. The base rent payable by the Tenant to the Landlord for the Term of this Lease shall be the sum of \$1 per year, payable in advance on the first day of each and every year of the Term starting with the Commencement Date. The base rent payable by the Tenant will be reviewed by the parties sixty (60) days prior to expiration date of the Term or renewal term, as the case may be.

5.2 Net Lease. The Landlord and the Tenant hereby covenant and agree that for all purposes that this Lease shall be a net lease for the Landlord, and that save and except for as specifically set forth within this Lease the Landlord shall not be responsible for any cost, charge, expense or outlay of any nature whatsoever arising from or relating to the Lands, the Buildings, or any impositions, costs and expenses of every nature and kind relating to the Lands and the buildings whether or not specifically provided for within this Lease. All such costs shall be the responsibility of the Tenant to pay promptly when due. To the extent that any such costs are paid by the Landlord the Tenant shall reimburse the Landlord immediately upon demand, such sums being collectable in the same manner as Rent.

5.3 Additional Costs. In addition to the payment of Rent as set forth in Paragraph 5.1 of this Lease, the Tenant shall be responsible for payment of all servicing costs incurred in the construction of any and all services upon or within the Lands for the purposes of providing such services to the Leased Premises.

ARTICLE 6 - TAXES

6.1 The Tenant's Taxes. Subject to the availability of any exemption under the *Municipal Government Act*, R.S.A. 2000, c. M-26, the Tenant shall, pay when and if they shall become due and payable, all real estate taxes, assessments, rates and charges and other government impositions, general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind, including assessments for local or public improvements and school taxes which may at any time during the Term be imposed, assessed or levied, in respect of the Tenant's buildings and Tenant's leasehold interest in the Lands and all fixtures and improvements from time to time located thereon, or which, howsoever imposed, might constitute a lien on the leased premises or any part thereof or a liability of the Landlord.

6.2 Goods and Services Tax. If and whenever applicable, the party making any payment required under this Lease shall be responsible for the payment of any and all Goods and Services Tax pursuant to the *Excise Tax Act*, or other value-added tax which may be imposed in place of or in addition to the Goods and Services Tax, which may become payable in respect of any sums to be paid pursuant to the terms of this Lease.

ARTICLE 7 - TENANT'S BUILDINGS

7.1 Ownership of Buildings and Fixtures. The Landlord and the Tenant agree that the Leased Premises together with anything in the nature of installations, alterations, additions and improvements, and all other fixed improvements which the Tenant may construct upon the Lands from time to time, are and shall remain the separate property of the Landlord and not of the Tenant, but subject to and governed by all the provisions of this Lease. The Tenant shall not mortgage, charge or encumber such improvement, nor assign or otherwise deal with the fixed improvements separately from any dealing with the leasehold interest under this Lease, unless authorized by the Landlord in writing.

7.2 Builders' Liens. The Tenant covenants not to permit any builders' or other liens to be registered against either the Landlord's freehold title to the Lands, or the Tenant's leasehold interest pursuant to this Lease. Upon the registration of such a lien on the said titles, the Tenant shall obtain a

discharge thereof within Thirty (30) days after the Tenant has notice of the lien. With respect to liens registered against the Landlord's freehold title to the Lands, the Landlord shall have the right, but in no way shall it be obligated, to obtain a discharge of the lien, whereupon all sums paid by the Landlord to procure the discharge, as well as the Landlord's costs of obtaining such discharge including, without restriction, legal and other costs on a solicitor and his own client full indemnity basis, shall be repaid forthwith upon demand by the Tenant as Rent. Notwithstanding the foregoing the Tenant may, with respect to liens registered on the Tenant's leasehold title only, contest the validity of any such lien provided that the Tenant shall first either:

- (a) obtain an order from a Court of competent jurisdiction discharging the lien from the Tenant's leasehold title by payment into Court; or
- (b) furnish to the Landlord security satisfactory to the Landlord, in both format and amount, against all loss or damage which the Landlord might suffer or incur as a result of the Tenant contesting the lien.

7.3 Liability for Liens. Notwithstanding anything contained within this Lease, the Landlord and the Tenant hereby covenant and agree that the Landlord shall not be considered to be an owner for the purposes of the attachment of builders' liens. Without limiting the generality of the foregoing, nothing contained within this Lease shall be interpreted as an admission of liability on the part of the Landlord for the performance of any work or furnishing of any materials in relation to any improvements made to the Lands or the Leased Premises.

ARTICLE 8 - QUIET ENJOYMENT

8.1 The Tenant's Quiet Enjoyment. Subject to the terms, covenants and conditions contained in this Lease, the Landlord covenants that upon duly performing and observing all its covenants and obligations contained in this Lease the Tenant shall and may peaceably possess and enjoy the Lands for the Term without any interruption or disturbance from the Landlord or any other person lawfully claiming by, from or under the Landlord.

ARTICLE 9 - OPERATION OF LEASED PREMISES

9.1 Management. The Tenant shall operate and manage the Leased premises in a manner consistent with the Permitted Use and in a safe, efficient, and good workmanlike manner, and in substantially the same manner as a prudent municipal owner would operate and manage the Leased Premises in compliance with all applicable laws affecting the Tenant and the Leased Premises, and shall take such action as appropriate to ensure that the Leased Premises is properly and adequately supervised including, without limiting the generality of the foregoing, the Tenant shall:

- (a) supply all necessary equipment and personnel reasonably required with respect to the management, operation, and maintenance of the Leased Premises;
- (b) undertake all activities and provide all services reasonably required for the efficient management, operation and maintenance of the Leased Premises as a prudent owner would in similar circumstances;
- (c) promptly pay when due any and all charges, impositions, costs and expenses of every nature and kind relating to the Leased Premises and the maintenance, operation, cleaning (in a clean and sanitary condition, satisfactory to the Provincial Regulations), and caretaking (including providing bathroom and cleaning supplies, toilet paper, paper towels and soap), repair and replacement of all equipment located thereon including, without restriction, all costs relating to

cleaning the interior and exterior portion of the Leased Premises, provision of hot and cold water, and provision of electricity;

- (d) throughout the Term continuously use the Leased Premises solely for the Permitted Use and shall not use or permit or suffer the use of the Leased Premises or any part thereof for any other business or purpose;
- (e) not cause or suffer or permit any Hazardous Substances (other than normal cleaning or other products reasonably required with respect to the maintenance and operation of the Leased Premises, and in the performance of the Tenant's normal operations upon the Lands as contemplated under the Permitted Use), to be located in or upon the Leased Premises, or discharged into the Leased Premises or into any driveways, parking areas, ditches, water courses, culverts, drains or sewers in or adjacent to the Leased Premises;
- (f) not do, omit to do, permit to be done, or omit to be done, any act or thing which may render void or voidable or conflict with the requirements of any policy or policies of insurance, including any regulations of fire insurance underwriters applicable to such policy or policies, under which the Leased Premises or the contents of the Leased Premises are insured;
- (g) promptly pay when due all costs incurred in the operation, maintenance, repair, replacement, improvement, and alteration of the Leased Premises, whether due to the supply of work, services or materials, and in such a manner so as to ensure no mechanics' or builders' lien(s) arise in respect of the Leased Premises or the Tenant's leasehold interest under this Lease;
- (h) maintain (including, without limitation, the performance of regular and periodic servicing, maintenance and inspections as a prudent owner would) in good operating condition all equipment, pipes, wiring and electrical apparatus and all plumbing fixtures, heating, ventilating and air conditioning equipment and all other mechanical systems and electrical systems in or about the Leased Premises and shall keep the same in clean and good working order and repair. It is understood and agreed that in case the said fixtures, systems and equipment or any part thereof shall be damaged or destroyed, or become incapable of performing their function, the tenant shall immediately notify the Landlord of same and the cost for the prompt repair, replacement, and upgrading of the same shall be the sole responsibility of the Tenant, with said repair, replacement, and upgrading to be performed to the quality and specifications approved by the Landlord;

9.2 Utilities. The Tenant shall have a **Utility Rate of \$0.00 per year**. However, the Landlord reserves the right to review the utility rate on a yearly basis that coincides with the **yearly anniversary date of this agreement**.

9.3 Evidence of Payments. The Tenant shall produce upon the reasonable request of the Landlord, satisfactory evidence of the due payment by the Tenant of all payments required to be made by the Tenant under this Lease.

9.4 No Nuisance. The Tenant shall not at any time during the Term, use, exercise or carry on or permit or suffer to be used, exercised or carried on, in, about or upon the Leased Premises or any part thereof any waste or any offensive act, trade, business, occupation or calling, and no act, matter or thing whatsoever shall at any time during the Term be done in, about or upon the Leased Premises or any part thereof which shall be inconsistent or incompatible with the intended use of the Leased Premises, or which may be or grow to the annoyance, nuisance, damage or disturbance of the occupants and other users of the Leased Premises, as well as occupants of lands and property owners in the vicinity of the Leased Premises.

9.5 Comply with Laws and Regulations. The Tenant shall comply promptly at its expense with all laws, by-laws, ordinances, regulations, requirements and recommendations of any and all federal, provincial,

civic, municipal and other lawful authorities, which may be applicable to the Tenant, to the construction of the Leased Premises, to the manner of use or operation of the Leased Premises, or the making by the Tenant of any repairs, alterations, changes or improvements to the Leased Premises.

9.6 Alterations. The Tenant shall not without the prior written consent of the Landlord, which consent may not be unreasonably withheld, excavate, drill, install, erect, or permit to be excavated, drilled, installed or erected over, under or through the Leased Premises, any pit, foundation, pavement, building, fence, sidewalk, installation, addition, partition, sign, alteration, or other structure or improvement. Notwithstanding the forgoing, throughout the Term of this Lease and renewal the Tenant shall be entitled to make changes, additions or improvements to the Leased Premises, without the requirement for consent from the Landlord, provided that such alterations:

- (a) do not alter the exterior of the buildings and improvements comprising part of the Leased Premises; and
- (b) do not result in changes to the square footage of the buildings or improvements forming part of the Leased Premises.

9.7 Signs. The Tenant shall be entitled to construct, erect, or install signs related to its operations in or upon the Lands and the Leased Premises. All such signs constructed, erected, or installed upon the Lands and the Leased Premises shall comply with all statutes, by-laws, regulations, codes and restrictions affecting the Lands and the Leased Premises, and all permits and approvals obtained in respect of such signs.

9.8 Fire Extinguishers/Alarms: The Landlord shall be responsible for the regular (no less than annual) inspection and maintenance of the fire extinguishers and fire alarm systems. Any costs to the Landlord incurred through this maintenance will be paid for by the Tenant in a timely manner.

ARTICLE 10 - INSURANCE AND INDEMNITY

10.1 Insurance. The Tenant shall purchase and maintain in force during the Term and any renewal term the following insurance coverage satisfactory to the Landlord, acting reasonably:

- (a) during any periods of construction upon the Lands, property insurance in an amount not less than One Hundred (100%) percent of the replacement value of the improvements upon the Lands, providing coverage by way of a "Builder's All Risk" policy;
- (b) comprehensive general liability insurance against, among other things, claims for personal injury, death, property damage, or third party or public liability claims arising from any one accident or occurrence upon, in or about the Leased Premises (as well as the balance of the Lands, to the extent that the Tenant's activities occur thereon) of and from any cause to an amount of not less than FIVE MILLION (\$5,000,000.00) DOLLARS (or from time to time such greater amounts as are sufficient, as determined from time to time by the Landlord acting reasonably, to afford equivalent protection against all such claims) in respect of any one accident or occurrence; and
- (c) risks normally insured against by Tenants of a Leased Premises in the Province of Alberta, in particular for the contents owned by the Tenant.
- (d) The Landlord shall purchase and maintain in force during the Term and any renewal term insurance coverage on the Leased Premises, the Equipment, and all intrinsic fixtures and improvements within the Leased Premises.

10.2 Additional Terms. All such policies of insurance maintained by the Landlord and the Tenant may contain a waiver or wavers of subrogation against the other party and its insurers, provided that such waiver is reciprocal within the insurance coverage and is first approved by the Landlord's and the Tenant's insurer.

10.3 Copies of Policies. The Landlord and the Tenant shall when requested, and no more often than on an annual basis, provide the other party with copies of each insurance policy purchased pursuant to the terms of this Lease.

10.4 Proceeds of Insurance. Subject to the provisions contained within Article 11 of this Lease, the proceeds of any insurance which may become payable under any policy of insurance effected pursuant to this Lease shall be payable to the Landlord and the Tenant as their respective interests may appear.

10.5 Repair Obligations. Subject to the provisions contained within Article 11 of this Lease, where repairs are necessary due to damage or destruction of the Leased Premises, the Equipment, or any fixtures and improvements in or upon the Leased Premises, the Tenant shall promptly affect such repairs to the extent of the proceeds of insurance received.

10.6 Indemnity. The Tenant shall indemnify and save harmless the Landlord from any and all liabilities, damages, expenses, costs, fees (including all legal and other professional costs on a solicitor and his own client full indemnity basis), claims, suits or actions arising out of or caused by the use and occupation of the Lands, the balance of the Lands, and the Leased Premises by the Tenant, and its respective employees, agents, and those for whose actions they are responsible for in law including, without restriction, such liabilities, damages, expenses, costs, fees, claims, suits or actions arising from:

- (a) any breach, violation, or non-performance of any covenant, condition or agreement in this Lease;
- (b) any damage to property; or injury to any person or persons including death;
- (c) any environmental damage and resulting clean-up costs; and
- (d) all claims arising under the *Workers' Compensation Act, Occupational Health and Safety Act, Occupiers' Liability Act* or other statute that imposes liability upon the owners or occupiers of land or in relation to the operation of a worksite.

This indemnity shall specifically exclude any and all such claims, costs and expenses or portions thereof arising from the negligence of the party to be indemnified, or those for whose actions the party to be indemnified is legally responsible for. This indemnity shall survive the expiry or sooner termination of this Lease.

ARTICLE 11 - DAMAGE AND DESTRUCTION

11.1 Damage or Destruction of Leased Premises. In the event that the Leased Premises is damaged or destroyed by any cause whatsoever, the Tenant shall promptly repair such damage subject to the following provisions:

- (a) if, in the reasonable opinion of the Tenant, the Leased Premises cannot be rebuilt or made fit for the purposes of the Tenant within one hundred and eighty (180) days of the damage or destruction;
- (b) if, in the reasonable opinion of the Tenant, no less than fifty (50%) percent of the Leased Premises requires repair or reconstruction; or

- (c) if, in the reasonable opinion of the Tenant, the repair or reconstruction of the Leased Premises is not financially reasonable given the age of the Leased Premises, the equipment and improvements, or given the availability of alternative premises for Leased Premises and/or use by the Tenant;

then instead of being required to rebuild or make the Leased Premises fit for use by the Tenant the Tenant may, at its option, terminate this Lease by giving the Landlord Sixty (60) days' notice of termination and the Tenant shall deliver up possession of the Lands to the Landlord in the condition required under the terms of this Lease on or before the expiry of such sixty (60) days.

11.2 Distribution of Insurance Proceeds. Notwithstanding anything contained within this Lease, the proceeds of any insurance received by the Tenant as a result of the damage or destruction of the Leased Premises, or a portion thereof, shall be dealt with as follows:

- (a) subject to the provisions of Paragraph 10.1 of this Lease, applied to the costs of repairing, replacing, or reconstructing the Leased Premises; and
- (b) in the event of a termination pursuant to Paragraph 11.1 of this Lease, the proceeds shall be applied in the following order:
 - (i) the payment in full of any and all costs incurred in relation to the demolition of the Leased Premises and restoration of the Lands in accordance with Paragraph 15.1(b) of this Lease; and
 - (ii) any remaining portion of the insurance proceeds shall be paid to the Tenant.

11.3 Notice of Accidents, Defects or Damages. The Tenant shall immediately advise the Landlord, and promptly thereafter by notice in writing confirm such advice to the Landlord, of any accident to or defect in the equipment, plumbing, gas pipes, water pipes, heating, ventilating, and air conditioning apparatus, electrical equipment, conduits, or wiring, or of any damage or injury to the Leased Premises, or any part thereof, howsoever caused. Provided, however, that in no way shall this provision be construed in such a manner as to obligate the Landlord to affect any repairs or replacement.

ARTICLE 12 - SUB-LETTING AND ASSIGNMENT

12.1 Assignment and Subletting. The Tenant shall not assign its interest in this Lease in whole or in part, nor sublet all or any part of the Leased Premises, with the exception of the grooming room, nor part with or share possession of all or any portion of the Leased Premises, nor mortgage by either specific or floating charge or encumber in any way whatsoever this Lease or the Leased Premises, without the prior written consent of the Landlord. The Landlord may be permitted temporary use of the Leased Premises, subject to availability, at no cost to the Landlord.

ARTICLE 13 - DEFAULT

13.1 Events of Default. Each and every of the following events shall constitute an event of default (hereinafter referred to as an "Event of Default"):

- (a) if the Tenant fails to make any payment, in whole or in part, of any amount payable to the Landlord as provided in this Lease;

- (b) if the Tenant ceases to carry on the Permitted Use;
- (c) if the Tenant is or becomes, insolvent or bankrupt or if the Tenant:
 - (i) makes any assignment for the benefit of creditors,
 - (ii) is declared bankrupt,
 - (iii) seeks the protection of the *Bankruptcy and Insolvency Act*, the *Companies Creditor's Arrangement Act* or like legislation,
 - (iv) disposes of all or substantially all of its assets without the consent of the Landlord, or
 - (v) commences proceedings to wind itself up or if winding up proceedings are commenced in respect of the Tenant; and
- (c) if the Landlord or the Tenant neglects or fails to observe, perform or comply with any of its obligations pursuant to this Lease, howsoever arising, and fails to remedy such default within Thirty (30) days from the date of receipt of written notice from the Landlord requiring that the curing the default.

13.2 Termination. Upon the occurrence of an Event of Default, in addition to any and all other rights and remedies available to landlords the Landlord may terminate this Lease by delivery of notice in writing to that effect to the party in default. Such termination shall not limit in any way the Landlord's recourse to any remedies available to it at law, equity or otherwise.

13.3 Collection of Costs. In addition to any other rights available to the Landlord or the Tenant pursuant to this Lease, the Landlord or the Tenant shall be entitled to collect from the party in default:

- (a) all payments made by the party not in default or costs incurred by the party not in default which ought to have been paid or incurred by the party in default, or for which the party not in default is entitled to be paid or to be reimbursed pursuant to the terms of this Lease;
- (b) all disbursements and costs (including legal and other professional costs on a solicitor and his own client full indemnity basis) and all fees and costs related to recovery or collection of such sums or the enforcement of the terms of this Lease generally; and
- (c) interest at the Stipulated Rate on all outstanding amounts owed by the party in default to the party in default, from the 31st day following the date they are invoiced to the date of payment in full.

13.4 Set-Off. In the event that either the Landlord or the Tenant fails to make any payment or provide any sum to the other party as required under the terms of this Lease, at the election of the Landlord or the Tenant, as the case may be, that amount may be set off against and applied to any sum of money owed by the defaulting party to the party not in default from time to time until all amounts owing to the party not in default are set-off in full. Exercise of such right of set-off by either the Landlord or the Tenant shall not limit or waive any right or remedy against the other party under this Lease.

ARTICLE 14 - PERFORMANCE & REMEDIES

14.1 Right to Perform. In addition to any other rights or remedies available under this lease, in law or in equity, if the Landlord shall fail to perform or cause to be performed any of the covenants or obligations owed by the Tenant under the terms of this Lease, the Landlord shall have the right, but shall not be obligated, upon Ten (10) days' notice in writing to perform or cause the same to be performed, and to do or cause not to be done such things as may be necessary or incidental thereto (including without limiting the foregoing, the right to make repairs, installations, erections and expend monies). All payments, expenses, costs, charges, fees, including all legal fees on a solicitor and his own client full indemnity basis, and disbursements incurred or paid by or on behalf of the Tenant in default in respect thereof shall be immediately due and payable by the Tenant.

14.2 Overlooking and Condoning. Any condoning, excusing or overlooking by the Landlord or the Tenant of any default, breach or non-observance by the other party at any time or times in respect of any covenant, proviso or condition contained in this Lease shall not operate as a waiver of the Landlord's or the Tenant's respective rights under this Lease in respect of any subsequent default, breach or non-observance nor so as to defeat or affect in any way the rights of the Landlord or the Tenant in respect of any subsequent default, breach or non-observance.

14.3 Remedies Generally. Mention in this Lease of any particular remedy of the Landlord or the Tenant does not preclude the Landlord or the Tenant from any other remedy in respect of any such default, whether available at law or in equity or by statute or expressly provided for in this Lease. No remedy shall be exclusive or dependent upon any other remedy, all such remedies being cumulative and not alternative.

ARTICLE 15 – REPAIR ON TERMINATION [OR REMOVAL AND RESTORATION]

15.1 Upon the expiration of the Term or upon the earlier termination of the Lease, the Tenant covenants to surrender the Leased Premises in substantially the same condition as the Leased Premises were in upon delivery of possession thereof under this Lease save and except for reasonable wear and tear, any alterations approved by the Landlord pursuant to the terms of this Lease, and damage caused by fire, tempest or other casualty not due to the negligent, careless or willful acts or omissions of the Tenant, its employees, agents, servants, invitees, or those for whom the Tenant is responsible in law.

ARTICLE 16 - GENERAL

16.1 Grants of Interests. Provided always that the Tenant's use and enjoyment of the Lands is not significantly interrupted or prevented, the Tenant's leasehold interest in the Lands is and shall be subject to any and all grants of easements, utility right of ways, or other similar interests in the Lands by the Landlord, whether presently existing or to be granted in the future. In this regard, the Tenant acknowledges that the Landlord may deem it necessary or appropriate from time to time to cause or allow third parties, or the Landlord itself, to construct and install permanent underground or above-ground utility lines, pipeline facilities and transmission lines which will cross the Lands. The Tenant acknowledges and agrees that it shall in no way interfere or hinder the construction, installation, repair or maintenance of such lines or facilities undertaken by the Landlord or any person to whom the Landlord has granted such permission, and shall execute such further documentation as deemed appropriate in the sole discretion of the Landlord for purposes of expediting or permitting any such utility lines, pipeline facilities and transmission lines to be constructed, installed, repaired or maintained within the Lands by the Landlord or other authorized persons.

16.2 Over holding. If at the expiration of the Term or renewal term, as the case may be, the Tenant shall hold over with the consent of the Landlord, the tenancy of the Tenant thereafter shall, in the absence of written agreement to the contrary, be from month to month only and shall be subject to all other terms and conditions of this Lease except as to duration.

16.3 Notices. Any notice, demand, request, consent or other instrument required or permitted to be given under this Lease shall be in writing and shall be given and deemed to have been received as provided in this Section, and shall be addressed as follows:

to the Landlord at: Town of Claresholm
P.O. Box 1000
Claresholm, AB T0L 1R0
Attention: Chief Administrative Officer

Phone: (403) 625-3381
Fax: (403) 625-3869

to the Tenant at: Claresholm Animal Rescue Society
P.O. Box 2579
Claresholm, AB T0L 0T0
Attention: Chairperson

Phone: (403) 625-5370
Fax: (403) 625-5370

or such other address as either party may appoint for all future notices by notice in writing. Any Notice must be mailed in Canada by prepaid registered post, delivered personally, or sent by prepaid courier. A notice shall be deemed to have been received by the party to whom the notice is addressed upon the same date as sending the notice by delivery or prepaid courier, or on that day which is five (5) business days following the date that the notice was mailed if sent by prepaid registered mail. Provided always that at the time of mailing there is not an actual or apprehended interruption in mail service by labor dispute or otherwise, in which case all notices shall be delivered or sent by prepaid courier.

16.4 Governing Law. This Lease shall be construed and governed by the laws of the Province of Alberta. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate article, paragraph and sub-paragraph of this Lease, and all of such covenants and agreements shall be deemed to run with the Land and the reversion therein. Should any provision of this Lease be illegal or not enforceable they shall be considered separate and several from the Lease and its remaining provisions shall remain in force and be binding upon the parties as though the illegal or unenforceable provisions had never been included. The schedules shall form part of this Lease.

16.5 Time of Essence. Time shall be of the essence throughout this Lease.

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

16.7 Relationship Between Parties. Nothing contained herein shall be deemed or construed by the Landlord or the Tenant, nor by any third party, as creating the relationship of principal and agent or of partnership, or of a joint venture agreement between the Landlord and the Tenant, it being understood and agreed that none of the provisions contained in this Lease nor any act of the parties shall be deemed to create any relationship between the Landlord and the Tenant other than the relationship of a landlord and tenant.

16.8 Lease Entire Relationship. The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied, collateral or otherwise forming part of or in any way affecting or relating to this Lease save as expressly set out in this Lease and that this Lease constitutes the entire agreement between the Landlord and the Tenant and may not be modified except by subsequent agreement in writing of equal formality executed by the Landlord and the Tenant.

16.9 Binding Effect. This Lease and everything contained within this Lease shall endure to the benefit of and be binding upon the heirs, executors, administrators, successors, permitted assigns and other legal representatives, as the case may be, of each of the Landlord and the Tenant, subject to the granting of consent by the Landlord as provided to any assignment or sublease. Where Tenant is comprised of more than one legal entity, this Lease shall be binding upon all such parties on a joint and several bases.

IN WITNESS WHEREOF each of the Landlord and the Tenant have executed this Lease on the day and year first written above.

TOWN OF CLARESHOLM

Per: _____

Per: _____

CLARESHOLM ANIMAL RESCUE SOCIETY

Per: _____

Per: _____

SERVICE AND FACILITY HOLDING AGREEMENT

THIS AGREEMENT dated this day of , A.D. 200__.

BETWEEN:

CLARESHOLM ANIMAL RESCUE SOCIETY

P. O. Box 2579
Claresholm, Alberta, T0L 0T0
hereinafter called "CAREs"

- and -

TOWN OF CLARESHOLM

P.O. Box 1000
Claresholm, Alberta, T0L 0T0
hereinafter called "the Town"

WHEREAS C.A.R.e.S. is a society duly registered in the Province of Alberta as the Claresholm Animal Rescue Society, whose purpose is to promote compassionate care and prevention of cruelty and neglect to animals, and

WHEREAS the Town is authorized under the *Municipal Government Act* to regulate and control domestic animals within its boundaries, and

WHEREAS the Town has animal control bylaws regarding dogs and cats being at large in the Town of Claresholm, and

WHEREAS the Town wishes to enter into an agreement for certain services with C.A.R.e.S. relating to the care and control of abandoned, at large and/or stray animals brought in by the Town's Bylaw Enforcement Officer or their designate, an RCMP Officer or a member of the community to the Claresholm Animal Shelter.

NOW THEREFORE the parties agree that in consideration of the promises and the covenants, agreements, representations, warranties and payments hereinafter contained, the parties hereto covenant and agree as follows:

Definitions, Term & Insurance

1. Both parties agree that:

- a) "Abandoned animal" means pets that have been inadvertently or deliberately cast off by their owners;
- b) "At large" means a pet that is off the premises of the owner and not under control of the owner;
- c) "C.A.R.e.S" is the Claresholm Animal Rescue Society further to be referred to in this document as CARES.
- d) "Day to day operations" means:
 - I. Care for animals during a holding period;
 - II. Care of animals under the ownership of CARES;
 - III. Day to day tasks in line with the Lease agreement, the Society's policies and procedures and/or those policies and procedure to be compliant with the relevant Town Bylaw.
- e) "Facility" means the Claresholm Animal Rescue Shelter located at 4110 – 3rd street east.
- f) "Feral animal" means an animal who has either never had any contact with people or contact with people has diminished over time. The animal is not socialized to people and survives outdoors, on their own, independently or within a colony.
 - I. Both parties recognize that the handling of feral animals is not contemplated in this agreement.
- g) "Holding period" means the period of time as outlined in the Town Bylaws (example: three (3) working days).
- h) "Originated from the Town" means an animal found abandoned, stray or at large inside the municipal boundaries of the Town that may or may not belong to a resident of the Town.
- i) "Stray animal" means an animal who has been socialized to people at some point in their life, but has left or lost the indoor home, as well as most human contact and dependence either temporarily or permanently;
- j) "Town" is the municipality of Claresholm;
- k) "Intake Form" means the "Intake of Stray/Abandoned Animals Log" or a document the likes of that contains the program information of animals admitted and/or released. It may include such information as:
 - 1. The date an animal was admitted,
 - 2. What type of animal, such as Cat or Dog,
 - 3. Description of the animal (example: distinguishing features, dog tag, tattoo #),
 - 4. Where the animal was found (example: civic address, land location)
 - 5. Name and contact information of individual surrendering animal,
 - 6. Assigned name of the animal,
 - 7. Release or adoption information.

2. Both parties agree that:

- a) Upon the execution of this agreement, the Facility Holding Agreement dated the 14th of September, 2009 will be revoked and shall not be in effect.
- b) The term of this agreement shall commence upon execution of the CARES Lease Agreement with the Town and will coincide and continue in force with the time frames set forth in the CARES Lease Agreement with the Town. If the Lease Agreement is terminated and or this agreement is terminated both agreements are considered terminated in accordance with the provisions of both and/or either agreement.

- c) This agreement may be reviewed yearly on the anniversary date of this agreement by both parties.
 - I. Either party can propose changes to this agreement at that time by providing the proposed changes to the other party in writing.
 - II. The other party will be permitted forty-five (45) days to review the proposed changes and respond in writing.
 - III. If the both parties cannot agree to the changes within ninety (90) days of the original proposal, the agreement shall terminate.
 - IV. At the point of termination CAREs will be permitted six (6) months to relocate animals and property to other facilities.
 - V. CAREs shall not interfere with normal operations of the facility during this relocation phase and shall perform the responsibilities set forth in this agreement.
 - d) If the Town or CAREs neglects or fails to observe, perform or comply with any of its obligations pursuant to this Facility Holding Agreement, howsoever arising it shall be known as an "Event of Default".
 - I. Either party shall serve the other in writing Notice of the "Event of Default" within thirty (30) days of the event.
 - II. The party in default shall be granted thirty (30) days to remedy the "Event of Default" and respond in writing.
 - III. If both parties cannot agree the "Event of Default" has been remedied within sixty (60) days of the original Notice, the agreement shall terminate.
 - IV. If three (3) "Events of Default" occur by the same party within twelve (12) months, the agreement shall terminate.
 - V. At the point of termination CAREs will be permitted six (6) months to relocate animals and property to other facilities.
 - VI. CAREs shall not interfere with normal operations of the facility during this relocation phase and shall perform the responsibilities set forth in this agreement.
3. Throughout the term of this agreement, both parties, shall obtain and maintain in force the following insurance, all satisfactory to the other parties, acting reasonably:
- a) Comprehensive general liability insurance with inclusive limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence,
 - b) All Risk Property insurance policy, including earthquake and flood coverage, covering not less than one hundred percent (100%) of the replacement value of the parties' respective property referenced within this Agreement including all buildings, structures, facilities, and infrastructure;
 - c) Comprehensive pollution legal liability insurance with inclusive limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence;
 - d) Any other form of insurance the parties may agree, from time to time, is reasonable including the form, amount and the insurance risks against which a prudent party under similar circumstances would insure.

The Town's Responsibilities

4. The Town will:
- a) Provide funding to CAREs **quarterly** for the services contained within this agreement. As part of the budgeting process, the amount of funding is reviewed by Town Council on an annual basis.
 - b) Where possible be responsible for impounding animals.

- c) Determine and collect the amount of any fine, impound fee, medical charge or license fee that is relevant to the Town bylaw, such as, but not limited to:
 - I. An animal at large fine;
 - II. An unlicensed animal fine and/or fee;
 - III. Impound fees and/or charges relevant to the holding period.
- d) Pay the costs incurred in maintaining an animal's medical health during the holding period (example: veterinary charges such as necessary medication).
 - I. The Town shall be billed directly by the vet providing the service and pass those charges onto the owner where possible.
- e) Where possible return animals to the rightful owner as soon as possible.
- f) Only permit animals to be released once all applicable fees, fines and licenses have been paid.
- g) In the event the need exists to euthanize an animal the Town shall be responsible for all costs and procedures associated with such a process in accordance with the relevant Town Bylaw and/or any other Act.

CAReS Responsibilities

5. CAReS will:

- a) Maintain a vacant quarantine kennel for the sole use of holding any animal that may be brought into the facility by a Town Municipal Enforcement Officer or their designate, a RCMP Officer or by a member of the community;
- b) Hold, care for, and maintain any animal brought to the facility by a Town Municipal Enforcement Officer or their designate, a RCMP Officer or by a member of the community for the period of time as outlined in the Town Bylaws known as the holding period;
- c) Collaborate with the Town, by informing the Town when an animal is admitted. Where possible this shall be done daily by forwarding the "Intake Form" or forwarding the intake form as required by new admittances. This process is imperative so that the Town Municipal Enforcement Officer or their designate can issue Notices and comply with the parameters of the relevant Town Bylaw and the time frames set forth in designating the "Holding Period";
- d) After the completion of the holding period, in the event that no person claims or appeals the impoundment of the animal the following may occur:
 - 1. CAReS in cooperation with the Town may choose to extend the holding period in accordance with the relevant Town Bylaw.
 - 2. CAReS shall assume ownership of the animal and care for the animal according to the Society's policies and procedures and the relevant Town Bylaw with the expressed purpose to allow another party to purchase and/or adopt the animal.
 - I. Furthermore, CAReS shall pay all costs incurred in providing care and maintenance for the animal after the termination of the holding period.
 - 3. CAReS may refuse ownership of the animal. The Town shall retain ownership and care for the animal as per the relevant Town Bylaw.
 - I. Furthermore, the Town shall pay all costs incurred in providing care and maintenance for the animal.

- e) Collaborate with the Town after the completion of the holding period, in the event that a person claims the animal and wishes to extend the holding period in accordance with the relevant Town Bylaw. That person will be responsible for all costs incurred with the animals care and any outstanding fine, impound fee, medical charges or license fee.
- f) Direct any person attempting to retrieve an animal that originated from the Town in CARES custody, to first attend upon the Town Municipal Enforcement Officer or their designate, prior to the release of the animal for the purpose of fine, impound fee, impound charges and/or licensing fee collection;
 - I. Further to this CARES shall not release any animal during the holding period, until CARES has been instructed to do so by the Town Municipal Enforcement Officer or their designate.
- g) Assume Responsibility for all fines, fees and/or costs incurred in maintaining an animal outside the Town of Claresholm enforcement requirements and/or actions.
- h) Pay the costs incurred in providing for any animal in its care during the holding period (example: food);
- i) Pay the costs incurred in providing the service of managing and operating the facility for purpose of day to day operations.
- j) Make all decisions regarding the management of the facility as it pertains to day to day operations.
- k) Collaborate with the Town on all decisions regarding the animal's care during the holding period, based on the welfare of the animal;
- l) Provide yearly financial records to the Town within two months of the Societies year end.

6. CARES shall observe and comply with all legislation and regulations, including without limiting the generality of the foregoing, all valid Federal and Provincial legislations and regulations and Town Bylaws, resolutions, regulations and standards in its operation of the animal shelter and care for the animals contained therein.

IN WITNESS WHEREOF, the parties of this document have subscribed their names and corporate seals by their proper officers to indicate their agreement to the terms and conditions contained herein as of the day herein first written on page one.

CLARESHOLM ANIMAL RESCUE SOCIETY

Witness

Chairperson

Witness

Board Member

THE TOWN OF CLARESHOLM

SEAL

Chief Elected Officer

SEAL

Chief Administrative Officer

AFFIDAVIT OF EXECUTION

CANADA) I, _____
PROVINCE OF ALBERTA)
TO WIT:) of _____, Alberta

MAKE OATH AND SAY THAT:

- 1. I was personally present and did see _____
named in the within instrument, who is personally known to me to be the persons
named therein, duly sign and execute the same for the purpose named therein.
- 2. The same was executed at _____, Alberta, and I am the
subscribing witness thereto.
- 3. I know the said parties and each is in my belief of the full age of eighteen
years.

SWORN BEFORE ME at Claresholm,)
Alberta, this day of , .)
)
)
)
_____) _____
A Commissioner for Oaths in and for) (signature of witness)
the Province of Alberta.)
)
)
_____))
My Commission expires:



INFORMATION BRIEF

Meeting: January 9, 2017
 Agenda Item: 11

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
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
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. Presented to Council Nov 14/16
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.
Regular Scheduled Meeting - October 11, 2016			
9	RFD: Airport Water Service. Refer to Administration to enter into contract negotiations to provide the interim testing and inspection services to the MD, as well as, continues service after the MD has taken over jurisdiction.	Marian	Met with Cindy Vizzutti Oct 17th. Currently formulating scope of work and protocol
13	Info Brief: Respectful Workplace & Progressive Discipline Policies. Referred to Administration.	Marian	Will discuss with the Administrative Services Committee when it is formed
Regular Scheduled Meeting - November 28, 2016			

4	CORRES: Shaw Communications - Referred to Administration to invite Shaw Communications Inc. to come present to Council regarding their internet offerings.	Karine/Justin	Justin Sweeney is in communication with Shaw regarding future possibilities.	Complete
8	RFD: Community Futures Business Improvement Loans MoU - Referred to the Economic Development Committee to provide Council will an all-encompassing solution for business revitalization incentives.	Justin	Will be discussed with EDC.	In progress
Regular Scheduled Meeting - December 12, 2016				
1	Bylaw #1621 - Claresholm & District FCSS - Referred to Administration for changes.	Marian	Bylaw prepared for January 9, 2017 meeting	Complete
2	Bylaw #1623 - Borrowing Bylaw - Received all three readings after unanimous consent was given.	Karine	Bylaw prepared.	Complete
3	CORRES: Federation of Canadian Municipalities RE: Canada 150 Community Leaders - Moved by Councillor Cutler to appoint Economic Development Officer Justin Sweeney as the individual to act on behalf of the Town of Claresholm to the Canada 150 Community Network for the Federation of Canadian Municipalities. CARRIED MOTION #16-131	Marian	Discussed with Justin and email sent to FCM	Complete
6	CORRES: Claresholm & District FCSS RE: Unstoppable Conversations - Referred to Administration to find another date that does not conflict with the Claresholm Trade Fair.	Marian/Barb	Date set for Feb 10 & 11, 2017	Complete
7	RFD: ACP Grant Application - Feasibility Study - Moved by Councillor Fieguth that Council authorizes the Town of Claresholm to participate in an application for the "Regional Fire Service Delivery and Governance Model Feasibility Study" in the amount of \$150,000, to be submitted by the Town of Claresholm, under the Intermunicipal Collaboration (IC) component of the Alberta Community Partnership Grant (ACP). CARRIED MOTION #16-132	Karine	Grant application submitted.	Complete
8	RFD: ACP Grant Application - Regional Water Study - Moved by Councillor Cutler that Council authorizes the Town of Claresholm to participate in an application for the "Regional Water Study" in the amount of \$150,000, to be submitted by the Town of Nanton, under the Intermunicipal Collaboration (IC) component of the Alberta Community Partnership Grant (ACP). CARRIED MOTION #16-133	Karine	Letter of support sent.	Complete
9	RFD: Audit & Related Services - Moved by Councillor Ford to accept the proposal from Avail CPA for audit services for the year ended December 31, 2016 as presented. CARRIED MOTION #16-134	Dean/Karine	Notification given.	Complete
10	RFD: 2017 Interim Operating Budget - Moved by Councillor O'Neill to adopt the 2016 operating budget as the 2017 interim operating budget. CARRIED MOTION #16-135	Dean	Budget implemented.	Complete
11	RFD: The Station - Letter of Support for Community Initiatives Program (CIP) Application - Moved by Councillor McAlonan to write a letter of support for the Station's grant application for the Community Initiatives Program (CIP) for operations. CARRIED MOTION #16-136	Karine	Letter of support prepared.	Complete
13	INFO BRIEF: CFEP & CIP Grants - Referred to Administration to prepare grant applications for the Claresholm Arena and Multi-use Community Building and Town Hall.	Denise/Karine	Committee has met about the Arena application, which will be delayed until Oct 2016. Town Hall application is in progress.	In progress

PREPARED BY: Karine Wilhauk, Finance Assistant / Communications

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: January 6, 2017

INFORMATION ITEMS



TOWN OF CLARESHOLM

Cheque Listing For Account Payable

Cheque #	Cheque Date	CEO	CAO	Vendor #	Vendor Name	Batch #	Amount
						19674	
52747	2016-12-14	EFT	EFT	600	ALBERTA ASSOCIATION OF M.D.'S		6,192.29
52748	2016-12-14	EFT	EFT	1025	ALBERTA ONE CALL LOCATION CORP		56.70
52749	2016-12-14	EFT	EFT	786517	AMSC INSURANCE SERVICES LTD.		821.87
52750	2016-12-14	EFT	EFT	1790	Aquam Specialiste Aquatique Inc.		181.17
52751	2016-12-14	EFT	EFT	786095	CHILTON, LISA		103.89
52752	2016-12-14			785935	CLARESHOLM & DISTRICT CHAMBER OF COMMERCE		225.00
52753	2016-12-14	EFT	EFT	786483	CLARESHOLM CONTINUOUS EAVESTROUGHING LTD.		11,480.60
52754	2016-12-14	EFT	EFT	13660	CLARESHOLM LOCAL PRESS		1,728.41
52755	2016-12-14	EFT	EFT	14085	CLARESHOLM NAPA AUTO		1,209.79
52756	2016-12-14			13850	CLARESHOLM OVERHEAD DOORS		548.31
52757	2016-12-14	EFT	EFT	13900	CLARESHOLM PHARMACY LTD		13.13
52758	2016-12-14	EFT	EFT	786950	CLARESHOLM SELF STORAGE		367.50
52759	2016-12-14	EFT	EFT	786141	CLARESHOLM TAXI		1,587.60
52760	2016-12-14	EFT	EFT	14150	CLARESHOLM WELDING & FABRICATING LTD		296.10
52761	2016-12-14	EFT	EFT	14205	CLEAN BRITE CHEMICAL SERVICES LTD.		1,139.52
52762	2016-12-14			786784	DAVIS Chevrolet GMC Buick Claresholm		928.06
52763	2016-12-14	EFT	EFT	785937	DEADWOOD PUBLISHING		110.70
52764	2016-12-14	EFT	EFT	786540	DIRECT ENERGY REGULATED SERVICES		117.35
52765	2016-12-14	EFT	EFT	786397	EPCOR		175.30
52766	2016-12-14	EFT	EFT	786000	FLOWERS ON 49th		42.00
52767	2016-12-14	EFT	EFT	786257	FOOTHILLS FORD SALES		112.14
52768	2016-12-14			786800	GDM ELECTRIC LTD.		476.61
52769	2016-12-14	EFT	EFT	786480	GERTO CABINETS & FURNITURE LTD.		13,886.25
52770	2016-12-14	EFT	EFT	786505	GRAPHCOM PRINTERS LTD.		111.51
52771	2016-12-14	EFT	EFT	787535	KFJ SIGNS & GRAPHICS		588.00
52772	2016-12-14	EFT	EFT	787504	LETHBRIDGE TACTICAL SUPPLY		209.99
52773	2016-12-14	EFT	EFT	56155	LIFESAVING SOCIETY		201.68
52774	2016-12-14	EFT	EFT	786659	LIVINGSTONE RANGE SCHOOL DIVISION		429.91
52775	2016-12-14	EFT	EFT	56200	LOCAL AUTHORITIES PENSION PLAN		14,153.53
52776	2016-12-14	EFT	EFT	58000	LOOMIS EXPRESS		166.17
52777	2016-12-14	EFT	EFT	787531	MILLER SUPPLY		27.89
52778	2016-12-14	EFT	EFT	786055	MINISTER OF FINANCE		7.00
52779	2016-12-14	EFT	EFT	786704	MINISTER OF FINANCE (LT)		10.00
52780	2016-12-14	EFT	EFT	786872	MPE ENGINEERING LTD.		714.00
52781	2016-12-14	EFT	EFT	71400	Oldman River Regional Services Commission		50.00
52782	2016-12-14			786905	ONECONNECT SERVICES INC. T46194		49.38
52783	2016-12-14	EFT	EFT	787553	OSSA TERRA LTD		57,583.10
52784	2016-12-14	EFT	EFT	786453	PRAXAIR CANADA INC.		1,055.32
52785	2016-12-14	EFT	EFT	787554	PREMIUM FIRE PROTECTION		587.19
52786	2016-12-14	EFT	EFT	786534	PROFESSIONAL POWER WASH		1,105.65
52787	2016-12-14	EFT	EFT	786156	Q.E.D. ENTERPRISES LTD.		2,798.58
52788	2016-12-14	EFT	EFT	786536	R P WATERWORKS INC.		4,446.75
52789	2016-12-14	EFT	EFT	86300	RECEIVER GENERAL		14,428.11
52790	2016-12-14	EFT	EFT	786292	RELIANCE APPRAISAL CONSULTANTS LTD.		3,360.00
52791	2016-12-14	EFT	EFT	42321	RFS CANADA		76.42
52792	2016-12-14	EFT	EFT	786468	SHAW CABLE		297.65
52793	2016-12-14	EFT	EFT	787509	SOURCE OFFICE FURNISHINGS		281.40



TOWN OF CLARESHOLM

Cheque Listing For Account Payable

Cheque #	Cheque Date	CEO	CAO	Vendor #	Vendor Name	Amount
52794	2016-12-14			786111	STEEL, ROB	394.93
52795	2016-12-14	EFT	EFT	786849	TJ'S TREE TRIMMING	413.43
52796	2016-12-14	EFT	EFT	97002	TOWN OF CLARESHOLM (Petty Cash)	89.00
52797	2016-12-14	EFT	EFT	97015	TOWN OF FORT MACLEOD	1,980.00
52798	2016-12-14	EFT	EFT	786759	Tyco Integrated Fire & Security	2,256.50
52799	2016-12-14	EFT	EFT	787515	WATT & STEWART COMMODITIES INC	693.00
52800	2016-12-14			111705	WC CLASS II REGIONAL LANDFILL	9,295.65
52801	2016-12-14	EFT	EFT	111280	WESCLEAN EQUIPMENT & CLEANING SUPPLIES	250.79
52802	2016-12-14			900000	Economic Developers Alberta	456.75
52803	2016-12-14			900000	GOVERNMENT OF ALBERTA	3,660.00
52804	2016-12-14			900000	J & K HART REALTY	8.74
52805	2016-12-14	EFT	EFT	900000	RASMUSSEN, RYAN	157.50
52806	2016-12-14	EFT	EFT	900000	SALLENBACK, DEAN	5,767.60
52807	2016-12-14	EFT	EFT	900000	The Legacy Human Capital Group Ltd.	1,745.70
52808	2016-12-14			900000	UNIVERSITY OF LETHBRIDGE	540.00
52809	2016-12-14			900000	WENLOCK, JOHN	500.00
						<hr/>
						172,749.11



TOWN OF CLARESHOLM

Cheque Listing For Account Payable

Cheque #	Cheque Date	CEO	CAO	Vendor #	Vendor Name	Amount
					Batch #	19694
52810	2016-12-28	EFT	EFT	650	ALBERTA BLUE CROSS	7,915.56
52811	2016-12-28	EFT	EFT	787526	Alberta Municipal Services Corporation	32,926.63
52812	2016-12-28			786325	ALBERTA WATER & WASTEWATER, OPERATORS ASSOCIATION	299.99
52813	2016-12-28			786517	AMSC INSURANCE SERVICES LTD.	3,576.34
52814	2016-12-28			1790	Aquam Specialiste Aquatique Inc.	2,080.52
52815	2016-12-28			787528	ASSOCIATED ENGINEERING	52,972.08
52816	2016-12-28	EFT	EFT	6390	BISHOFF AUTO & AG CENTRE	1,702.21
52817	2016-12-28			11250	CANADIAN LINEN SUPPLY	801.73
52818	2016-12-28	EFT	EFT	787538	CAPITAL PAPER RECYCLING LTD.	676.20
52819	2016-12-28			786578	CENTRAL SHARPENING LTD.	50.40
52820	2016-12-28			126050	Cintas First Aid & Safety 030G	358.64
52821	2016-12-28	EFT	EFT	13250	CLARESHOLM CHILD CARE SOCIETY	3,183.50
52822	2016-12-28	EFT	EFT	13175	CLARESHOLM COMMUNITY CENTRE HALL BOARD	3,000.00
52823	2016-12-28			13525	CLARESHOLM IGA	47.64
52824	2016-12-28			13900	CLARESHOLM PHARMACY LTD	80.48
52825	2016-12-28			787532	Coast to Coast Computer Products	180.00
52826	2016-12-28			785951	COMMERCIAL AQUATIC SUPPLIES	100.63
52827	2016-12-28			900004	CORONA ELECTRIC LTD	393.75
52828	2016-12-28	EFT	EFT	786179	ENERGO VENTURES INC	798.00
52829	2016-12-28			786202	EXOVA	733.40
52830	2016-12-28			786373	FLAGWORKS	4,283.48
52831	2016-12-28			786345	FRONTIER WESTERN SHOP LTD.	300.00
52832	2016-12-28			49980	HARRY'S TIRE SALES (1984) LTD.	1,231.17
52833	2016-12-28			786777	HEMMAWAY, JASON	16.30
52834	2016-12-28			787522	HIFAB HOLDINGS LTD.	351.93
52835	2016-12-28			11310	HI-WAY 9 EXPRESS LTD.	32.55
52836	2016-12-28	EFT	EFT	36800	HOME HARDWARE	2,063.73
52837	2016-12-28			786136	JOE JOHNSON EQUIPMENT INC.	226.09
52838	2016-12-28			51050	KAZ'S SERVICE	2,263.36
52839	2016-12-28			786078	LING, JULIE	68.00
52840	2016-12-28	EFT	EFT	56200	LOCAL AUTHORITIES PENSION PLAN	28,330.82
52841	2016-12-28			787523	MOWERS & BLOWERS (841057)	294.00
52842	2016-12-28			786872	MPE ENGINEERING LTD.	674.84
52843	2016-12-28			65040	MUNICIPAL INFORMATION SYSTEMS	1,007.86
52844	2016-12-28			66100	NATIONAL SECRETARY-TREASURER	1,194.35
52845	2016-12-28			786635	ORKIN CANADA CORPORATION	131.25
52846	2016-12-28			900007	PORCUPINE HILLS PLUMBING & HEATING LTD.	256.68
52847	2016-12-28			4090	PVH CANADA, INC.	565.16
52848	2016-12-28	EFT	EFT	86300	RECEIVER GENERAL	14,726.58
52849	2016-12-28			786180	RICOH CANADA INC.	307.93
52850	2016-12-28			786468	SHAW CABLE	91.30
52851	2016-12-28			787533	SPENCER, DENISE	25.19
52852	2016-12-28			900	TELUS	3,769.40
52853	2016-12-28			97015	TOWN OF FORT MACLEOD	2,000.00
52854	2016-12-28			786759	Tyco Integrated Fire & Security	755.70
52855	2016-12-28			101400	UNITED FARMERS OF ALBERTA	228.75
52856	2016-12-28			900000	4imprint, Inc.	1,841.23
52857	2016-12-28			900000	COTTER, PAIGE	37.50



TOWN OF CLARESHOLM

Cheque Listing For Account Payable

Cheque #	Cheque Date	CEO	CAO	Vendor #	Vendor Name	Amount
52858	2016-12-28	EFT	EFT	900000	CUTLER, DENELLE	50.85
52859	2016-12-28			900000	EAST BUTTE TRANSPORT	20,894.71
52860	2016-12-28			900000	Economic Developers Alberta	220.50
52861	2016-12-28			900000	Friends of the Claresholm Museum	129.57
52862	2016-12-28			900000	GLOBAL INDUSTRIAL CANADA	1,526.28
52863	2016-12-28			900000	HEGGIE, TODD	418.81
52864	2016-12-28			900000	LOEFFLER, CHARLES	157.50
52865	2016-12-28			900000	THE PATCH MAN	273.00
						202,624.07
Total						375,373.18

*** End of Report ***

Alberta SouthWest Bulletin December 2016



Regional Economic Development Alliance (REDA) Update

AlbertaSW Organizational Meeting

At the December 7, 2016 meeting, the Board re-elected the current Executive to serve another year. Chair, Lloyd Kearn, Cardston County; Vice-Chair, Barney Reeves, Waterton Lakes; Secretary-Treasurer Jordan Koch, Glenwood; Garry Marchuk, MD Pincher Creek, Designated Signing Authority.

New 13 WAYS book available

13 Ways to Kill Your Community has been updated. AlbertaSW will receive 25 copies we can pass on to our communities for the reduced cost of \$15.00 each.

- o E-mail Bev to reserve your copy!
- o Mark your calendar: Doug Griffiths speaking engagement, Lethbridge - February 9, 2017.

SAAEP Gains Resources to Move Forward

The Southern Alberta Alternative Energy Partnership (SAAEP) has received special funds from Alberta Economic Development and Trade, Industry Development Branch. The SAAEP partners, AlbertaSW, SouthGrow and Economic Development Lethbridge issued an RFP and are currently reviewing proposals for "Powering Opportunities in Southern Alberta".

Electric Vehicle Charging Stations

AlbertaSW, SouthGrow, City of Calgary, Calgary Regional Partnership, with support from RINSA, have submitted a joint application to Natural Resources Canada (NRCan) for funding to plan and deploy an EV Charging Station Network in our regions. City of Medicine Hat is now also part of the conversation, so information is being shared across southern Alberta.

We have also connected with **Electric Mobility Canada**, a national organization headquartered in Montreal, dedicated to promoting electric vehicle transportation.



Southern Alberta-China Investment and Trade Initiative (SACITI)

The final report for this initiative is now available. Contact Bev for a copy. The SACITI initiative has been invited to make a presentation at the upcoming Economic Developers Alberta (EDA) conference.

Mark your calendar: more information to follow!

- **January 31, 2017** - First regional meeting with Travel Alberta for EDOs, EDCs, chamber and community leaders to set new image and messaging for AlbertaSW as a cohesive destination.
- **February 9, 2017** - In collaboration with RINSA partners, Doug Griffiths will be a featured speaker; he has published a new and updated version of "13 Ways to Kill Your Community".
- **March 22-24, 2017** - Economic Developers Alberta (EDA) Conference, The Banff Centre. Theme: "Embracing Change; Creating Opportunity" www.edaalberta.ca

Have a wonderful holiday season!

Alberta SouthWest Box 1041 Pincher Creek AB T0K 1W0
403-627-3373 or 1-888-627-3373
bev@albertasouthwest.com
bob@albertasouthwest.com



Alberta SouthWest Regional Alliance
Minutes of the Board of Directors Meeting
Wednesday November 2, 2016 – Glenwood School



Board Representatives

Lloyd Kearn, Cardston County
Barney Reeves, Waterton Lakes
Jordan Koch, Glenwood
Bill Peavoy, Cardston
Beryl West, Nanton
Brent Feyter, Fort Macleod
Garry Marchuk, MD Pincher Creek
Lorne Jackson, Pincher Creek
Dennis Gillespie, Stavely
Warren Mickels, Cowley
Shelley Ford, Claresholm
John Connor, Granum
Kathy Wiebe, MD Ranchland

Guests and Resource Staff

Ben Goetz, Mayor, Glenwood
Barb Michel, Deputy Mayor, Glenwood
Chad Parsons, CAO, Glenwood
Brad Toone, Chairman, LRSD
James Tessier, Community Futures, Alberta Southwest
Bev Thornton, Executive Director, AlbertaSW
Leah Wack, Lethbridge College
Linda Erickson, AEDT
Myron Bevans, Glenwood EDS

1. Welcome and Introductions
2. Approval of Agenda
Insurance Renewal added as Item #5.

Moved by Bill Peavoy THAT the agenda be approved as presented.
Carried. [2016-11-497]
3. Approval of Minutes

Moved by Barney Reeves THAT the minutes of September 7, 2016 be approved as presented.
Carried. [2016-11-498]
4. Approval of Cheque Register

Moved by Bill Peavoy THAT cheques #2085-#2109 be approved as presented.
Carried. [2016-11-499]
5. EV Charging Stations Network

Moved by John Connor THAT AlbertaSW enter into the MOU with SouthGrow and City of Calgary as part of the partnership funding application to Natural Resources Canada.
Carried. [2016-11-500]
6. Review of projects and funding

Bev will proceed with applications for newly available CARES-REDA Stream project funds to be reviewed at the next meeting.
7. Regional promotion 2017

Bev will follow up with Chinook Country and Travel Alberta to determine options. Consensus is that there is an important opportunity to address in summer 2017
8. Geothermal opportunities in southern Alberta.

Bev will take tis item forward to SAAEP for possible next steps.

9. Mayors and Reeves reporting Barney Reeves and Blair Painter will continue to provide AlbertaSW updates at this meeting.
10. Executive Director Report Accepted as information.
11. Roundtable updates
12. Board Meetings:
December 2, 2016, Pincher Creek
January 4 2017 – Claresholm
13. Adjournment Moved by Garry Marchuk THAT the meeting be adjourned.
Carried. [2016-11-501]

Chair

Approved December 7, 2016

Secretary/Treasurer



Alberta Electoral Boundaries Commission

RECEIVED

DEC 22 2016

December 12, 2016

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

Dear Ms Carlson,

The Electoral Boundaries Commission was appointed on October 31, 2016, and is beginning its work. The next year will be spent reviewing the boundaries and names of the 87 electoral constituencies in the province, in accordance with legal requirements, including those set out in the *Electoral Boundaries Commission Act*. The results of this review will impact your vote in future provincial elections.

In addition to myself, as Chair, the Commission members are Gwen Day from the County of Mountain View, Laurie Livingstone of Calgary, D. Jean Munn of Calgary, and W. Bruce McLeod of Acme.

One of the most important aspects of this review is hearing from interested Albertans who wish to contribute to the redrawing of Alberta's constituency map. I encourage you to participate in this public consultation. You may participate by preparing a written submission or by making a presentation at one of the public hearings, the dates and locations of which will soon be announced. Please visit our website at abebc.ca for information as to how and when you may take part as we travel throughout the province gathering feedback on how best to update the constituency map of Alberta.

Our interim report will be submitted to the Speaker of the Legislative Assembly before May 31, 2017, and our final report will be submitted by October 31, 2017. There will be an opportunity for public input again after the interim report is submitted to the Speaker.

Yours truly,

Hon. Myra Bielby
Chair

