



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
NOVEMBER 27, 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 – NOVEMBER 14, 2017

DELEGATIONS: CLARESHOLM FOOD BANK

RE: Concerns about Operations

ACTION ITEMS:

1. **BYLAW #1633 – ATB Operational Borrowing Bylaw**
RE: 1st Reading
2. **BYLAW #1634 – AMSC Operational Borrowing Bylaw**
RE: 1st Reading
3. **BYLAW #1635 – Economic Development Committee**
RE: 1st Reading
4. **CORRES: Municipal District of Willow Creek**
RE: 27th Annual Legacy of Our Land Banquet
5. **CORRES: The Bridges at Claresholm Golf Club**
RE: Lease Agreement & Management Fee
6. **APPLICATION FOR DONATION: 2A Boys Basketball Provincials Committee**
7. **REQUEST FOR DECISION: Municipal Development Plan Update & Review Extension**
8. **REQUEST FOR DECISION: Charitable Donation Policy**
9. **REQUEST FOR DECISION: Recycling Contract – Town of Stavely**
10. **REQUEST FOR DECISION: North Commercial Property**
11. **REQUEST FOR DECISION: Contracted Grant Writer**
12. **REQUEST FOR DECISION: Committee Structure Change**
13. **REQUEST FOR DIRECTION: Transportation Options**
14. **INFORMATION BRIEF: CAO Report**
15. **INFORMATION BRIEF: Council Resolution Status**
16. **ADOPTION OF INFORMATION ITEMS**
17. **IN CAMERA:**
 - a. **LAND – Tax Sale Property – FOIP Section 16.1**
 - b. **CONFIDENTIAL EVALUATIONS – Committee Appointments – FOIP Section 19.1**

INFORMATION ITEMS:

1. **Municipal Planning Commission Minutes – September 15, 2017**
2. **Municipal Planning Commission Minutes – November 10, 2017**
3. **Physician Recruitment & Retention Committee Meeting Minutes – May 5, 2016**
4. **Oldman River Regional Services Commission Executive Meeting Minutes – May 11, 2017**
5. **Oldman River Regional Services Commission Executive Meeting Minutes – September 7, 2017**
6. **AltaLink Update – November 20, 2017**

ADJOURNMENT



TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING MINUTES
NOVEMBER 14, 2017

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

COUNCIL PRESENT: Mayor Doug MacPherson; Councillors: Kieth Carlson, Donna Courage, Gaven Moore, Brad Schlossberger, Lise Schulze and Craig Zimmer

ABSENT: 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 7:01 p.m. by Mayor Doug MacPherson

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

CARRIED

MINUTES:

1. ORGANIZATIONAL MEETING – OCTOBER 23, 2017

Moved by Councillor Schulze that the Organizational Meeting Minutes October 23, 2017 be accepted as presented.

CARRIED

2. REGULAR MEETING – OCTOBER 23, 2017

Moved by Councillor Carlson that the Regular Meeting Minutes October 23, 2017 be accepted as presented.

CARRIED

DELEGATIONS:

1. CPL. DALYN ORSTEN, Claresholm RCMP Detachment
RE: Introduction to Council

Cpl. Orsten was present to speak to Council regarding the current ongoing changes at the Claresholm RCMP Detachment with the retirement of Seargant Terry Wickett. He will be taking over the detachment until Seargant Wickett's replacement has been found.

2. BETTY FIEGUTH
RE: Citizen Input

Betty wanted to share with the new Council some of the things she heard while running for Mayor in the election campaign. She wanted to make sure that what she heard from citizens was passed on.

ACTION ITEMS:

1. NEWS RELEASE: Alberta Municipal Affairs
RE: Modernized Municipal Laws for Strong Communities

Received for information.

2. CORRES: Hon. Shave Anderson, Minister of Municipal Affairs
RE: 2017-2018 Alberta Community Partnership

Received for information.

3. CORRES: Town of Fort Macleod
RE: 36th Annual Santa Claus Parade – November 25, 2017

Councillor Moore will attend.

4. CORRES: Alberta Urban Municipalities Association
RE: AUMA Returning Officer Nomination Notice

Received for information.

5. CORRES: FortisAlberta Inc.
RE: AUMA Reception Notice

Received for information.

6. CORRES: Associated Engineering
RE: AUMA Reception Invitation

Received for information.

**7. CORRES: Reynolds Mirth Richards & Farmer LLP
RE: AUMA Reception Invitation**

Received for information.

**8. CORRES: Claresholm & District Chamber of Commerce
RE: Old Fashioned Christmas – December 1**

MOTION #17-115 Moved by Councillor Zimmer to allow the Claresholm & District Chamber of Commerce to use the downtown parking lot for the Old Fashioned Christmas event on December 1, 2017 and to allow a bonfire in the downtown parking lot (weather permitting).

CARRIED

**9. CORRES: The Bridges at Claresholm Golf Club
RE: Letter of Support – Community Facility Enhancement Grant (CFEP)**

MOTION #17-116 Moved by Councillor Courage to write a letter of support for the Bridges at Claresholm Golf Club's application to the Community Facility Enhancement Grant for the purpose of making upgrades to the clubhouse.

CARRIED

**10. CORRES: Claresholm Skating Club
RE: Request for Donation – Canada 150 Skating Day**

MOTION #17-117 Moved by Councillor Schulze to support the Claresholm Skating Club's Canada 150 Skating Day on Sunday, December 10, 2017 by waiving the ice fees for the event in the amount of \$150.

CARRIED

11. REQUEST FOR DECISION: Committee Structure

MOTION #17-118 Moved by Councillor Moore to approve the addition of the three committees as proposed to the Standing Board & Committee Appointments, and to appoint the following members of Council:

- Councillors Courage and Carlson to the Joint Economic Development Initiative;
- Councillor Schulze to the Lethbridge College Advisory Council;
- Councillors Schlossberger and Zimmer to the Emergency Management Advisory Committee.

CARRIED

12. REQUEST FOR DECISION: AMWWP Grant Application

MOTION #17-119 Moved by Councillor Courage to request funding through the AMWWP grant program for the SCADA upgrade to the VTSCADA system (Option 2) and direct Administration to prepare a letter of request to AMWWP on the Town's behalf.

CARRIED

13. REQUEST FOR DECISION: ALARIE Asset Payout

MOTION #17-120 Moved by Councillor Courage to transfer the ALARIE asset distribution funds received in the amount of \$41,867 to the General Capital Reserve Fund.

CARRIED

14. REQUEST FOR DECISION: Modularity at West Meadow Elementary School

MOTION #17-121 Moved by Councillor Carlson to enter into a five-year lease agreement with Livingstone Range School Division for the use of the modular building at the West Meadow Elementary School for the Claresholm Childcare Society before and after school program.

CARRIED

15. REQUEST FOR DECISION: Virtual Museum Grant Project

MOTION #17-122 Moved by Councillor Moore to approve the out of budget expenditure for the RCAF Virtual Museum Project in the amount of \$9,985 that is to be 100% funded by grant through the Canadian Museum of History.

CARRIED

16. REQUEST FOR DECISION: CARES Grant – Land Study

MOTION #17-123 Moved by Councillor Courage to apply to the CARES grant program in the amount of \$175,000 for the Industrial Development Studies and refer the matching portion of the grant program to budget discussions.

CARRIED

17. REQUEST FOR DECISION: Closure of 59th Avenue West for Winter Festival

MOTION #17-124 Moved by Councillor Schulze to close 59th Avenue from the 8th Street West intersection to the 4th Street West intersection to public traffic from 7am to 7pm on Saturday, February 10, 2018, for the Claresholm Winter Festival.

CARRIED

18. REQUEST FOR DECISION: Southern Alberta Summer Games Administrator Contract

MOTION #17-125 Moved by Councillor Zimmer to continue the Service Agreement for the Southern Alberta Summer Games Administrator position on an annual basis with the municipalities in the MD of Willow Creek in 2018, to be revisited annually by Administration.

CARRIED

19. REQUEST FOR DECISION: Southern Alberta Summer Games

MOTION #17-126 Moved by Councillor Moore to write a letter to the Southern Alberta Recreation Association stating that the Town of Claresholm would like to host the Southern Alberta Summer Games in Claresholm in 2021 rather than the 2020 Games as previously requested.

CARRIED

20. REQUEST FOR DIRECTION: Live Streaming of Council Meetings

Council directed Administration to proceed with setting up livestreaming of Council meetings.

21. FINANCIAL REPORT: Statement of Operations – September 30, 2017

MOTION #17-127 Moved by Councillor Schlossberger to accept the Consolidated Statement of Operations for the month ended September 30, 2017 as presented.

CARRIED

22. INFORMATION BRIEF: Multi-use Community Building Update

Received for information.

23. INFORMATION BRIEF: Claresholm Senior's Drop-in Centre Lease Agreement

Received for information.

24. INFORMATION BRIEF: AUMA Resolutions

Received for information.

25. INFORMATION BRIEF: Council Resolution Status

Received for information.

26. ADOPTION OF INFORMATION ITEMS

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

CARRIED

27. IN CAMERA:

a. LEGAL – Consultant Contract – FOIP Section 27.1a

b. CONTRACT – Airport Water Agreement – FOIP Section 24.1

c. LAND – North Industrial Area – FOIP Section 24.1c

d. LAND – Tax Sale Property – FOIP Section 16.1

e. CONFIDENTIAL EVALUATIONS – Committee Appointments – FOIP Section 19.1

Moved by Councillor Schlossberger to go In Camera at 8:40 p.m.

CARRIED

Gavin Scott, Planner with the Oldman River Regional Services Commission, was present to discuss the North Industrial Area (Land).

Josh Marti, Associate with Avison Young, was present to discuss the Tax Sale Property (Land).

Councillor Schlossberger excused himself from the meeting at 10:31 p.m. due to a potential conflict of interest regarding Committee Appointments.

Councillor Schlossberger rejoined the meeting at 10:35 p.m.

Moved by Councillor Zimmer to come out of In Camera at 11:16 p.m.

CARRIED

Moved by Councillor Moore to extend the meeting to 11:30 p.m. as per the Procedural Bylaw # 1531.

CARRIED

MOTION #17-128

e. CONFIDENTIAL EVALUATIONS – Committee Appointments – FOIP Section 19.1

Moved by Councillor Carlson to appoint Shirley Isaacson, Jillian Flanagan, Joan Ritzen and Ken McKee to the Claresholm Housing Authority Board.

CARRIED

Moved by Councillor Moore to appoint Tony Hamlyn, Marika Thyssen, Lisa Anderson, Lorraine Conaty, Casey Arnestad and Tracey Strong to the Claresholm Library Board.

CARRIED

Councillor Schlossberger declared a conflict of interest and left the meeting at 11:18 p.m.

Moved by Councillor Zimmer to appoint Cindee Schlossberger to the Porcupine Hills Lodge Board.

CARRIED

Councillor Schlossberger rejoined the meeting at 11:19 p.m.

Moved by Councillor Schlossberger to appoint Darla Slovak, Doug Leeds, Santanna Thom, Russ Anderson, Jeffery Robert Nielsen and Paul Zemplak to the Economic Development Committee.

CARRIED

Moved by Councillor Carlson to appoint Doug Priestley to the Facility & Infrastructure Planning Committee.

CARRIED

Councillor Schlossberger declared a conflict of interest and left the meeting at 11:21 p.m.

Moved by Councillor Courage to appoint Diana Ross, Delma Austin, Cindee Schlossberger, Tracey Strong and Lauren Billey to the Family & Community Support Services Board.

CARRIED

Councillor Schlossberger rejoined the meeting at 11:22 p.m.

Moved by Councillor Courage to appoint Jeffery Kerr and Sharon Galbraith to the Municipal Planning Commission.

CARRIED

Moved by Councillor Schlossberger to appoint Don Glimsdale, Betty Hoare, Bert Franssens, Rhodena King, Lorraine Conaty, Barry Gibbs and Scott Strong to the Claresholm Museum Board.

CARRIED

Moved by Councillor Zimmer to appoint Gerry McGuire, Doug Priestley and Darcy Erickson to the Subdivision & Development Appeal Board.

CARRIED

ADJOURNMENT: Moved by Councillor Carlson that the meeting adjourn at 11:25 p.m.

CARRIED

Mayor – Doug MacPherson

Chief Administrative Officer – Marian Carlson

DELEGATIONS



November 17, 2017

Town of Claresholm
Box 1000
Claresholm, AB
TOL 0T0
ATTN: Marian Carlson, CAO

Dear Marian,

Re: Delegation to Council – Food Bank Presentation

I would like to respectfully request an audience at the next council meeting as a delegation from the Food Bank. Our delegation would be in response to Betty Fieguth's recent council appearance, expressing concerns about general complaints within the community.

Betty's comments specifically about the Food Bank were surprising, and a little disconcerting. For the past couple of years, the Food Bank volunteers and board members have been making significant efforts, with notable success, to improve service to the community and partnership relations. We find it disappointing to learn that the community still does not feel it can approach the volunteers or board members when they have an issue. Therefore, we would like the opportunity to clear up any misconceptions that the public may have about our approachability and our policies, so that we can further ensure quality service to the people of Claresholm.

The board would like to offer a brief presentation to council regarding our operations, regulations, and funding. Please note that it would be in a PowerPoint format, and would require the use of the projector. If you have any questions or additional requirements prior to our delegation, please don't hesitate to contact me via email or phone.

Very best regards,

Shelley Ford – Board Member
Claresholm Food Bank & Outreach Society
403.625.0116 - shelley.ford@live.com

Cc: Karine Wilhauk

ACTION ITEMS



REQUEST FOR DECISION

Meeting: November 27, 2017
Agenda Items: 1 & 2

OPERATIONAL BORROWING BYLAWS – BYLAW 1633 & 1634

DESCRIPTION/BACKGROUND:

The Town has maintained a revolving line of credit with the Alberta Treasury Branch (ATB) for many years as well as has maintained a MasterCard account with ATB.

The revolving line of credit is for a principle sum of \$450,000 and there is currently no funds drawn on this credit facility. It has been a long time since we have had to use the revolving line of credit, but maintain it to ensure there are funds available in an emergency or where there is a short term cash flow concern.

The MasterCard account includes eight card holders with individual card limits as per Policy #GA 04-16 “Corporate Credit Card Policy”; \$10,000 for the CAO and \$5,000 or less for the other 7 card holders. The overall credit limit that we have maintained in the past with ATB on the MasterCard account is \$30,000. The ATB MasterCard account has a small annual fee and provides no benefits.

The Municipal Government Act (MGA) dictates the following with regards to municipal borrowing (section 251 to 258):

- A municipality may only borrow money that is authorized by a borrowing bylaw and stipulates that bylaw must set out:
 - The amount to be borrowed
 - What the money is for
 - The terms of the borrowing and repayment
 - The source of funds to repay the borrowing.
- Borrowed money may only be used for the purpose of which it was borrowed, as stated in the borrowing bylaw.
- No municipality may make a borrowing if it will cause them to exceed its debt limits
 - Capital borrowing debt limit is 1.5 times municipal revenue
 - Operating borrowing debt limit is the expected amount of tax revenue
- A municipality may not start a capital project that is intended to be funded in full or in part by borrowing until the borrowing bylaw has been passed.
- A borrowing bylaw must be advertised, with the following exceptions:
 - borrowing for the purpose of operating expenditures that has terms that do not exceed 3 years
 - capital borrowing that has terms that do not exceed 5 years.
- With regards to capital borrowing, the term of the borrowing cannot exceed the expected useful life of the capital asset purchased or financed.

There are further sections and rules that discuss interim financing, refinancing, and other issues, however the above should provide us with the relevant information for our current situation. As the attached bylaws are for operational borrowing we are not required to advertise the bylaw. Limits authorized cannot exceed expected tax revenue for 2018, approximately \$3M.

Borrowing bylaws for revolving credit facilities should be renewed annually

DISCUSSION:

Alberta Municipal Services Corporation (AMSC) provides a "Procurement Card" (P-Card) program for member municipalities which is in essence a credit card account. This program is contracted with Bank of Montreal (BMO) MasterCard and provides municipalities with a credit card account with no fees, potential small rebate, and greater administration reports and controls over the cards. These administrative benefits include the ability for each card holder access to an online portal to review their own credit card transactions, administrator portal to review all card accounts, and easily put Cash/Merchant Category Codes to restrict the use of cards individually, and set up alerts based on dollar value, or location of transactions on individual cards.

The ATB MasterCard account has been set at a \$30,000 total credit limit, and there used to only be 4 or 5 cards issued. Administration has issued additional cards to reduce the need or expectation of individuals to pay for small transactions, such as parade candy, travel meals or summer games incidentals, personally and be reimbursed for them and to avoid employees using someone else's card, which is against MasterCard account policy. Maintaining the overall \$30,000 card limit has therefore become more difficult. This limit could be raised to allow for more administrative flexibility, while still maintaining individual card limits in line with the Corporate Credit Card Policy (Policy #GA 04-16)

In the past we have had only one operational borrowing bylaw for the revolving line of credit and MasterCard account combined, as they were both with ATB. If council approves the switch to the AMSC MasterCard account it will now be necessary to have two separate borrowing bylaws, one for the ATB revolving line of credit and one for the AMSC MasterCard account

RECOMMENDATION:

Administration recommends that the ATB revolving line of credit in the amount of \$450,000 be maintained and that a 2018 ATB Operational Borrowing Bylaw be passed to that effect. This bylaw is the same as the 2017 bylaw with only minor adjustments to remove any reference to the ATB MasterCard account.

Administration further recommends that the Town switch its MasterCard Account provider to the AMSC P-Cards to reduce fees, a potential cash rebate, and to have greater controls over the cards. This requires a new AMSC Operational Borrowing Bylaw to be passed for this credit facility. Administration recommends an overall credit limit of \$50,000.

Administration recommends first reading of both these Bylaws.

PROPOSED RESOLUTIONS:

Moved by Councillor _____ to give Bylaw #1633 – ATB Operational Borrowing Bylaw – regarding the Town revolving line of credit in the amount of \$450,000 1st Reading.

Moved by Councillor _____ to give Bylaw #1634 – AMSC Operational Borrowing Bylaw – regarding the Town MasterCard account in the amount of \$50,000 1st Reading.

ATTACHMENTS:

- 1.) Bylaw #1633 – ATB Operational Borrowing Bylaw
- 2.) Bylaw #1634 – AMSC Operational Borrowing Bylaw
- 3.) Policy #GA 04-16 – Corporate Credit Card Policy

APPLICABLE LEGISLATION:

- Municipal Government Act, RSA 2000, Chapter M-26 Section 251 - 258

PREPARED BY: Blair Bullock, CPA – Director of Corporate Services

APPROVED BY: Marian Carlson, CLGM - CAO

DATE: November 23, 2017



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1633**

WHEREAS the Council of the Town of Claresholm (hereinafter called the “Corporation”) in the Province of Alberta, considers it necessary to borrow certain sums of money for the purpose of meeting operating expenditures;

NOW THEREFORE pursuant to the provisions of the *Municipal Government Act*, it is hereby enacted by the Council of the Corporation as a Bylaw that:

1. The Corporation borrow from Alberta Treasury Branches (“ATB”) up to the principal sum of \$450,000.00 repayable upon demand at a rate of interest per annum from time to time established by ATB, and such interest will be calculated daily and due and payable monthly on the last day of each and every month. The principal sum of \$450,000.00 consists of the following:
 - a. \$450,000.00 revolving line of credit;
2. The Chief Elected Officer (“CEO”) and Chief Administrative Officer (“CAO”) are authorized for and on behalf of the Corporation:
 - a. To apply to ATB for the aforesaid loan to the Corporation and to arrange with ATB the amount, terms and conditions of the loan and security or securities to be given to ATB;
 - b. As security for any money borrowed from ATB:
 - i. To execute promissory notes and other negotiable instruments or evidences of debt for such loans and renewals of all such promissory notes and other negotiable instruments or evidences of debts;
 - ii. To give or furnish to ATB all such securities and promises as ATB may require to secure repayment of such loans and interest thereon; and
 - iii. To execute all security agreements, hypothecations, debentures, charges, pledges, conveyances, assignments and transfers to and in favour of ATB of all or any property, real or personal, moveable or immovable, now or hereafter owned by the Corporation or in which the Corporation may have any interest, and any other documents or contracts necessary to give or to furnish to ATB the security or securities required by it.
3. The source or sources of money to be used to repay the principal and interest owing under the borrowing from ATB are:

Taxes, reserves, grants, etc.
4. The amount to be borrowed and the term of the loan will not exceed any restrictions set forth in the *Municipal Government Act*.
5. In the event that the *Municipal Government Act* permits extension of the term of the loan and in the event the Council of the Corporation decides to extend the loan and ATB is prepared to extend the loan, any renewal or extension, bill, debenture, promissory note, or other obligation executed by the officers designated in paragraph 2 hereof and delivered to ATB will be valid and conclusive proof as against the Corporation of the decision of the Council to extend the loan in accordance with the terms of such renewal or extension, bill, debenture, promissory note or other obligation, and ATB will not be bound to inquire into the authority of such officers to execute and deliver any such renewal, extension document or security.
6. This Bylaw comes into force on the final passing thereof.
7. Bylaw #1623 is hereby rescinded.

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.

Doug MacPherson, Mayor

Marian Carlson, Chief Administrative Officer



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1634**

WHEREAS the Council of the Town of Claresholm (hereinafter called the “Corporation”) in the Province of Alberta, considers it necessary to borrow certain sums of money for the purpose of meeting operating expenditures;

NOW THEREFORE pursuant to the provisions of the *Municipal Government Act*, it is hereby enacted by the Council of the Corporation as a Bylaw that:

1. The Corporation borrow from Alberta Municipal Services Corporation (“AMSC”) up to the principal sum of \$50,000.00, repayable monthly on the 4th day of each and every month. Past Due Amounts will be subject to a rate of interest per annum from time to time established by AMSC, and such interest will be calculated daily and due and payable monthly on the 4th day of each and every month. The principal sum of \$50,000.00 consists of MasterCard accounts administered by AMSC and issued by the Bank of Montreal (BMO).
2. The Chief Elected Officer (“CEO”) and Chief Administrative Officer (“CAO”) are authorized for and on behalf of the Corporation:
 To apply to AMSC for the aforesaid credit to the Corporation and to arrange with AMSC the amount, terms and conditions of the MasterCard Accounts;
3. The source or sources of money to be used to repay the principal and interest owing under the borrowing from ATB are:
 Taxes, reserves, grants, etc.
4. The amount to be borrowed and the term of the credit will not exceed any restrictions set forth in the *Municipal Government Act*.
5. This Bylaw comes into force on the final passing thereof.

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.

Doug MacPherson, Mayor

Marian Carlson, Chief Administrative Officer



Policy #GA 04-16

Corporate Credit Card Policy

Effective Date: April 25, 2016

PURPOSE: The Town of Claresholm recognizes that control procedures must be exercised over the use of corporate credit cards. The Town of Claresholm Corporate Credit Card policy is intended to establish authorities and accountabilities for issuing and use of corporate credit cards by designated staff. In addition, the policy will outline the responsibilities of those individuals who have authority to use Town of Claresholm corporate credit cards and specify rules and limitations for use while conducting affairs of the organization.

RESPONSIBILITIES & PROCEDURES:

The Council authorizes the Chief Administrative Officer (CAO) to obtain corporate credit cards on behalf of the Town of Claresholm. The CAO is authorized to approve the allocation of a credit card to individual staff as deemed necessary. Prior to being issued a credit card, all cardholders shall sign the attached Cardholder Agreement.

A maximum limit of funds on the credit card will be \$10,000 for the card held in the CAO's name and \$5,000.00 per card for all other authorized cards.

Use of corporate credit cards is to be limited to expenditures when other payment methods are found to be untimely or inconvenient and include payments to companies who do not invoice or accept purchase orders and for confirming reservations for conferences and meetings.

The following purchases are **not** allowed on the Town of Claresholm credit cards:

- Personal purchases
- Cash advances or loans
- Payroll advances
- Purchases for outside organizations
- Alcohol
- Personal entertainment
- Fuel for personal vehicles
- Purchases from a business which the purchaser is the owner or operator, unless pre-approved by Council
- Any item inconsistent with the mission and values of the organization.

Receipts for all credit card payments are to be submitted to the Finance department. Purchases not accompanied by receipts will be the responsibility of the card holder. The monthly billing statement will be reviewed by the Director of Corporate Services, then forwarded to the Finance department for reconciliation with the authorized receipts prior

to payment. All credit card charges will be reviewed and authorized by two Designated Officers, one of which shall not be the cardholder.

The Chief Administrative Officer's credit card charges will be reviewed and authorized by a member of Council.

All expenditures shall correspond to an approved budget item shall be charged to the appropriate general ledger account.

Corporate credit cards shall not be intended for personal use. Usage shall be restricted for Town of Claresholm business purposes only. The cardholder shall be responsible for any personal expenses and shall report immediately to the CAO of any personal use. Continuous personal use of the card shall lead to forfeiture of the card and disciplinary action.

Lost or stolen corporate credit cards shall be reported immediately to the Credit Card Company and to both the CAO and the Director of Corporate Services.

Policy #GA 11-15: Corporate Credit Card Policy, is hereby rescinded.

Date approved by Council: April 25, 2016
Resolution #16-045

Town of Claresholm Cardholder Agreement

I, _____, hereby acknowledge receipt of a Town of Claresholm Corporate credit card.

I understand that improper use of this card may result in disciplinary action, as outlined in the policy, as well as personal liability for any improper purchase. As a cardholder, I agree to comply with the terms and conditions of this agreement, including the attached Town of Claresholm Corporate Credit Card Policy.

I acknowledge receipt of said policy and confirm that I have read and understand the terms and conditions. I understand that by using this card, I will be making financial commitments on behalf of the Town.

I will strive to obtain the best value for the Town when purchasing merchandise and/or services with this card.

As a holder of this Town card, I agree to accept the responsibility and accountability for the protection and proper use of the card. I will return the card to the CAO or Director of Corporate Services, upon demand, during the period of my employment. I further agree to return the card upon termination of employment.

I understand that the card is not to be used for personal purchases. If the card is used for personal purchases or for purchases for any other entity, the Town will be entitled to reimbursement from me of such purchases. The Town shall be entitled to pursue legal action, if required, to recover the cost of such purchases, together with costs of collection and reasonable attorney fees.

SIGNATURE: _____ **DATE:** _____



TOWN OF CLARESHOLM PROVINCE OF ALBERTA BYLAW #1635

A Bylaw of the Town of Claresholm to establish an **Economic Development Committee** to promote residential, commercial and industrial development in the Town of Claresholm.

WHEREAS the council of the Town of Claresholm desires to promote, expand and enhance the economic development of the town;

AND WHEREAS the council considers it expedient to establish an Economic Development Committee and to set out the terms of reference for this committee;

NOW THEREFORE, under the authority and subject to the provisions of the *Municipal Government Act* the Council of the Town of Claresholm enacts as follows:

PART 1

Definitions

In this bylaw:

- a) “**CAO**” means the Chief Administrative Officer of the Town of Claresholm;
- b) “**Committee**” means the Claresholm Economic Development Committee;
- c) “**Council**” means the Town of Claresholm Council;
- d) “**Chamber of Commerce**” means the Claresholm & District Chamber of Commerce.

PART 2

Economic Development Committee

There is hereby established a Committee to be known as the Claresholm Economic Development Committee. This bylaw is to be cited as the Town of Claresholm's “**Economic Development Committee Bylaw.**”

PART 3

Purpose

The Committee shall provide advice on both economic and community development matters identified by the Committee or as assigned to the Committee by Council. Specific powers, duties and responsibilities of the Committee include:

- a) serve as a liaison between town government and the community;
- b) in conjunction with Council and Town staff, facilitate economic growth and redevelopment activities for the Town of Claresholm;
- c) work with citizens, staff, business owners, property owners, prospective developers, the Chamber of Commerce, and other economic development stakeholders on a variety of economic and community development and redevelopment activities;
- d) provide review and comment on economic and community development and redevelopment policies to Council;
- e) make recommendations to Council regarding economic and community development issues, strategy development and implementation and other initiatives that can be undertaken by the Town to expand and strengthen its economy, inclusive but not limited to investment attraction, business retention and expansion, workforce retention and expansion, entrepreneur development and small business support; and
- f) to assist Council in finding funding sources for economic and community development and redevelopment initiatives.

PART 4

Appointments/Terms

- a) The Committee shall consist of nine (9) voting members appointed by Council. The said members shall consist of:
 - i. Two (2) members of Town Council;
 - ii. One (1) member from the Municipal District of Willow Creek Council;

- iii. One (1) member nominated by the Chamber of Commerce;
- iv. One (1) member representing the agricultural community;
- v. **Four (4) members representing the business/industrial community;**
- vi. One (1) member representing the community at large.

b) A maximum of one (1) member of the Committee may be from outside the municipal boundaries of the Town of Claresholm.

c) **Appointments shall be for three (3) years.**

d) All members shall remain in office until their respective successors are appointed by Council.

e) By mutual consent, the Council and the Committee may with reason, request the resignation of any of the members, prior to the expiry date of the member's appointment.

f) Any member may resign at any time upon sending a written notice to the CAO.

g) A person is disqualified from remaining a member of the Committee if he/she fails to attend, without being authorized by a resolution of the Committee to do so, the meetings of the Committee for three (3) consecutive regular meetings.

h) If a member of the Committee is disqualified from remaining a member under subsection (g), he/she is deemed to have resigned his/her seat on the Committee.

PART 5

Proceedings

a) Annually, during the month of November, the Committee shall hold a meeting at which time a chairperson and vice-chairperson shall be selected for the ensuing year.

b) Meetings of the Committee shall be held on a regular basis at a time to be set by resolution of the Committee, at least once every three (3) months, and at such other times as deemed necessary.

c) All minutes, resolutions and policies of the Committee shall be entered in books to be kept by it for that purpose and the books shall be signed by the Chair or Acting Chair.

d) A copy of all minutes, resolutions and policies shall be given to the CAO to be filed with the Town records.

e) Remuneration of the members of the committee shall be established by resolution of Council.

PART 6

Board Functions

a) The Committee shall be responsible for preparing for the consideration of Council an Economic Development plan for the Town of Claresholm and for recommending to Council such amendments as should from time to time be required.

PART 7

Budget

a) Annually, the Committee may submit to the Council for ratification, a budget of estimated expenditures and revenues for the next year with respect to all matters over which or under the terms of this bylaw, it has jurisdiction.

b) Neither the Committee nor any member thereof shall have the power to pledge the credit of the Town in connection with any matter whatsoever; nor shall the said Committee nor any member thereof have the power to authorize any expenditure to be charged against the Town.

c) In the event that there is any deviation of the ratified budget desired by the Committee, application for change from the ratified budget must be made to Council before the change is affected.

PART 8

Economic Development Officer

a) There shall be an Economic Development Officer who shall assist and advise the Committee.

b) The Economic Development Officer shall be an employee of the Town of Claresholm.

c) The Economic Development Officer shall:

- i. Provide expertise and assistance to the Committee in the development and implementation of economic goals and objectives;
- ii. Notify all members and advisers of the Committee of the holding of any regular or special meetings;

- iii. Keep proper and accurate minutes of the process of all meetings which shall be retained in the Town office;
- iv. Maintain all records and correspondence that are relevant to the Committee;
- v. Carry out such other administrative duties as the Committee may require.

d) The Economic Development Officer shall have no voting privileges.

PART 9

Repeal and Passage:

- a) Under passage of this bylaw, Town of Claresholm Bylaw #1609 is hereby repealed.
- b) This Bylaw shall come into effect on the date of the 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.

Doug MacPherson, Mayor

Marian Carlson, CAO



A
M

**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1609**

A Bylaw of the Town of Claresholm to establish an **Economic Development Committee** to promote residential, commercial and industrial development in the Town of Claresholm.

WHEREAS the council of the Town of Claresholm desires to promote, expand and enhance the economic development of the town;

AND WHEREAS the council considers it expedient to establish an Economic Development Committee and to set out the terms of reference for this committee;

NOW THEREFORE, under the authority and subject to the provisions of the *Municipal Government Act* the Council of the Town of Claresholm enacts as follows:

PART 1

Definitions

In this bylaw:

- a) "CAO" means the Chief Administrative Officer of the Town of Claresholm;
- b) "Committee" means the Claresholm Economic Development Committee;
- c) "Council" means the Town of Claresholm Council;
- d) "Chamber of Commerce" means the Claresholm & District Chamber of Commerce.

PART 2

Economic Development Committee

There is hereby established a Committee to be known as the Claresholm Economic Development Committee. This bylaw is to be cited as the Town of Claresholm's "**Economic Development Committee Bylaw.**"

PART 3

Purpose


The Committee shall provide advice on both economic and community development matters identified by the Committee or as assigned to the Committee by Council. Specific powers, duties and responsibilities of the Committee include:

- a) serve as a liaison between town government and the community;
- b) in conjunction with Council and Town staff, facilitate economic growth and redevelopment activities for the Town of Claresholm;
- c) work with citizens, staff, business owners, property owners, prospective developers, the Chamber of Commerce, and other economic development stakeholders on a variety of economic and community development and redevelopment activities;
- d) provide review and comment on economic and community development and redevelopment policies to Council;
- e) make recommendations to Council regarding economic and community development issues, strategy development and implementation and other initiatives that can be undertaken by the Town to expand and strengthen its economy, inclusive but not limited to investment attraction, business retention and expansion, workforce retention and expansion, entrepreneur development and small business support; and
- f) to assist Council in finding funding sources for economic and community development and redevelopment initiatives.

PART 4

Appointments/Terms

- a) The Committee shall consist of nine (9) voting members appointed by Council. The said members shall consist of:
 - i. Three (3) members of Town Council;
 - ii. One (1) member nominated by the Chamber of Commerce;
 - iii. One (1) member representing the agricultural community;

- 
- iv. Three (3) members representing the business/industrial community;
 - v. One (1) member representing the community at large.
- b) A maximum of one (1) member of the Committee may be from outside the municipal boundaries of the Town of Claresholm.
 - c) Appointments shall be for three (3) years, except in the first year of the establishment of the Committee in which the following term of office shall apply:
 - i. Members of Council, for a term ending in October, 2017, and thereafter, by appointment annually at the organizational meeting of Council;
 - ii. The member nominated by the Chamber of Commerce, for a term ending in October, 2018, and thereafter, for terms of three (3) years;
 - iii. Two (2) members representing the business/industrial community, for a term ending October, 2018, and thereafter, for terms of three (3) years;
 - iv. All remaining members for a term ending October, 2019.
 - d) All members shall remain in office until their respective successors are appointed by Council.
 - e) By mutual consent, the Council and the Committee may with reason, request the resignation of any of the members, prior to the expiry date of the member's appointment.
 - f) Any member may resign at any time upon sending a written notice to the CAO.
 - g) A person is disqualified from remaining a member of the Committee if he/she fails to attend, without being authorized by a resolution of the Committee to do so, the meetings of the Committee for three (3) consecutive regular meetings.
 - h) If a member of the Committee is disqualified from remaining a member under subsection (g), he/she is deemed to have resigned his/her seat on the Committee.

PART 5

Proceedings

- a) Annually, during the month of November, the Committee shall hold a meeting at which time a chairperson and vice-chairperson shall be selected for the ensuing year.
- b) Meetings of the Committee shall be held on a regular basis at a time to be set by resolution of the Committee, at least once every three (3) months, and at such other times as deemed necessary.
- c) All minutes, resolutions and policies of the Committee shall be entered in books to be kept by it for that purpose and the books shall be signed by the Chair or Acting Chair.
- d) A copy of all minutes, resolutions and policies shall be given to the CAO to be filed with the Town records.
- e) Remuneration of the members of the committee shall be established by resolution of Council.

PART 6

Board Functions

- a) The Committee shall be responsible for preparing for the consideration of Council an Economic Development plan for the Town of Claresholm and for recommending to Council such amendments as should from time to time be required.

PART 7

Budget

- a) Annually, the Committee may submit to the Council for ratification, a budget of estimated expenditures and revenues for the next year with respect to all matters over which or under the terms of this bylaw, it has jurisdiction.
- b) Neither the Committee nor any member thereof shall have the power to pledge the credit of the Town in connection with any matter whatsoever; nor shall the said Committee nor any member thereof have the power to authorize any expenditure to be charged against the Town.
- c) In the event that there is any deviation of the ratified budget desired by the Committee, application for change from the ratified budget must be made to Council before the change is affected.

PART 8

Economic Development Officer

- a) There shall be an Economic Development Officer who shall assist and advise the Committee.

- b) The Economic Development Officer shall be an employee of the Town of Claresholm.
- c) The Economic Development Officer shall:
 - i. Provide expertise and assistance to the Committee in the development and implementation of economic goals and objectives;
 - ii. Notify all members and advisers of the Committee of the holding of any regular or special meetings;
 - iii. Keep proper and accurate minutes of the process of all meetings which shall be retained in the Town office;
 - iv. Maintain all records and correspondence that are relevant to the Committee;
 - v. Carry out such other administrative duties as the Committee may require.
- d) The Economic Development Officer shall have no voting privileges.

PART 9

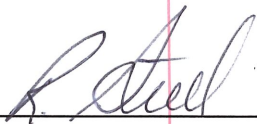
Repeal and Passage:

- a) Under passage of this bylaw, Town of Claresholm Bylaw #1541 is hereby repealed.
- b) This Bylaw shall come into effect on the date of the third reading.

Read a first time in Council this **9th** day of **November** 2015 A.D.

Read a second time in Council this **23rd** day of **November** 2015 A.D.

Read a third time in Council and finally passed in Council this **23rd** day of **November**
2015 A.D.



Rob Steel, Mayor



Marian Carlson, CAO



Municipal District of Willow Creek

www.mdwillowcreek.com
273129 SEC HWY 520
Claresholm Industrial Area
Box 550, Claresholm Alberta T0L 0T0

Office: (403) 625-3351
Fax: (403) 625-3886
Shop: (403) 625-3030
Toll Free: 888-337-3351

November 6, 2017

The Municipal District of Willow Creek No. 26 Agricultural Service Board will be hosting the:

27TH ANNUAL LEGACY OF OUR LAND BANQUET

FEBRUARY 2, 2018

NANTON COMMUNITY MEMORIAL CENTRE

Our guest speaker this year is **Ryan Hreljac**, Founder of Ryan's Well. He will be delivering a motivational message on the 'The Youth Perspective'. A quote from Ryan, "When you have a passion and invite other ordinary people to join in, you become a community. A community of ordinary people can do extraordinary things!"

Each year, the M.D. of Willow Creek Agricultural Service Board hosts this event to celebrate our agricultural producers. This evening recognizes their dedication to agriculture and thanks them for being a vital part of our community.

We'd like to ask your business to contribute a door prize item (a few select items may be used for a silent auction). The proceeds from the silent auction will go towards a charity. The continued support from friends and businesses help make this evening exceptional. In return for your support, you will be recognized for your contribution upon presentation of your gift, listed in the event program as a sponsor and recognized in the local newspapers after the banquet.

Door Prize(s) can be mailed or delivered to:

Municipal District of Willow Creek No.26
Attn: Agricultural Service Board
273129 Hwy 520 West
Box 550
Claresholm, Alberta T0L 0T0

Please call Carla Preachuk, Agricultural Fieldman 403 625-1656 or Kelli Albrecht, Admin for ASB, 403 625-3351 ext. 260 if you have any questions.

Warmest Regards,

Carla Preachuk
Agricultural Fieldman



November 20, 2017

Mayor Doug MacPherson & Town Council
Town of Claresholm
Box 1000
Claresholm, AB
T0L 0T0

Regarding: Lease agreement & Management Fee

Dear Doug MacPherson & Town Council,

We have been advised that our current lease agreement will expire at the end of 2017 and that we need to submit a letter to council to renew lease agreement for another 5 years.

At our last board meeting we had discussed the possibility of a review on our current management fee. Currently this amount is \$50,000 per season. Our costs have been increasing each year due to new equipment purchases to maintain golf course, changes to minimum wage, carbon tax & general day to day operation increases. We are aware that some of these costs have also affected the town and other businesses in town. Our yearly cost for equipment purchases is \$66,000 per season. This amount plus interest is paid on a line of credit that we retain through Chinook Financial. The majority of this fee is currently covered by the Management fee we receive from the town. We have increased rates for Membership and Green Fees to help cover some of our other rising costs.

Please consider this letter as a request to renew current Lease agreement for another 5 Years with a review of Management fee. We would like to request that Management fee be increased to \$70,000 to cover yearly equipment purchases and a portion of interest on line of credit.

Thank you for your consideration of this letter and for Town Council and Town Staff's continued support of this great Town Facility.

Sincerely,



Ray Montpetit
Golf Club President

COPY

LEASE AGREEMENT

TOWN OF CLARESHOLM

TO

CLARESHOLM GOLF CLUB

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

BETWEEN:

TOWN OF CLARESHOLM

(hereinafter referred to as the "Landlord")

AND:

CLARESHOLM GOLF CLUB

(hereinafter referred to as the "Tenant")

WHEREAS:

A. 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 ____ day of _____, 20____;
- (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 Lot B, Block 2, Plan 7810016; Lot ____, Block R1, Plan 7810016; and Lot 25, Block B, Plan 0512024 (349 – 39 Avenue West);
- (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 the golf course for use by the public and the Golf Club 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 golf course includes use by the public, use by the Golf Club, operation of a concession, 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 approximately five (5) years commencing on the Commencement Date and ends _____, 20____, 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 five (5) years, 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 may exercise its right of renewal contained within this Lease by delivering notice in writing to the Landlord at any time up to and including the date of the expiration 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 before the end of November at the end of the term of the lease.

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. In particular the Tenant shall comply the Landlord's policy requiring the presence of personnel trained in the Alberta Server Intervention Program;
- (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 structures and improvements 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 prompt repair, replacement, and upgrading of the same shall be the sole responsibility of the Tenant (this includes the course's irrigation system); and
- (i) maintain (including, without limitation, the performance of regular and periodic servicing, maintenance and inspections as a prudent owner would) in good operating condition all structural components and roofs comprising the Leased Premises.

9.2 Utilities. The Tenant shall pay promptly when due all rates, levies and charges (including installation charges) for telephone, cable, telecommunication, (except services provided by the Town of Claresholm) and any and all other services and utilities supplied to or used within the Leased Premises, and shall indemnify the Landlord against any and all liability or damages pertaining thereto.

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.

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 Tenant's 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 waivers 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 effect 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 effect 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 concession, 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 Tenant 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

- (d) 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 Tenant cure 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 Overholding. 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 0T0 Attention: Chief Administrative Officer
	Phone: (403) 625-3381 Fax: (403) 625-3869

to the Tenant at:

Claresholm Golf Club
P.O. Box 2080
Claresholm, AB T0L 0T0

Attention: Club Manager

Phone: (403) 625-3500
Fax: (403) 625-3560

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 labour 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 enure 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 basis.

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: [Signature]

Per: H. Hallbeck

CLARESHOLM GOLF CLUB

Per: [Signature]

Per: K. Davies

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



Date of Application: November 20, 2017

Date of Event: March 15, 2018

1. Applicant Information

Name of Applicant: 2A Boys Basketball Provincials Committee

Address: Box 3082, Claresholm

Contact Person: Lisa Perry

Phone, Fax, Email: perryfamilymail@gmail.com Ph: 625-8862

2. Type of Organization: (circle)

ARTS/CULTURE

RECREATION/SPORTS

EVENT

OTHER(specify)

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

YES provide registration date & #

NO

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

YES provide registration date & #

NO

5. Type of Donation: (check and explain)

DONATION - Financial Assistance (explain):

IN-KIND CONTRIBUTION - Fee Waiver (explain):

hall rental (\$440) for banquet

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

COMMUNITY PROJECT FUNDING - (explain):

SPECIAL EVENT - (explain):

COMMUNITY EVENT - (explain):

Other (explain):

Amount (value) Requested: \$440.00

6. Details of how the funds will be expended:

WCHS is hosting 2A Boys Basketball provincials from March 15-17, 2018. This is the 1st provincials held for boys basketball since 1994. All funds are fundraised from our community.

7. Previous Donations

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

Date	Amount	Use of Funds
no + for this committee		

8. Organizational Information

What services or activities does your organization provide to the Town of Claresholm residents?

(Please attach a list of membership/executive)

- role of this committee is to host these provincials, which are an event of the ASAA. We follow their rules + sponsorship guidelines. Co-chairs are Lisa Perry and Carmelle Steel.
- 15 community members make up the core committee

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

- raise funds to host 2A Boys Basketball provincials
- organize volunteers to support this event.

How will your organization acknowledge the Town's donation?

- ad in local press week of provincials

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

YES

NO

still working on it

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

Funding Source	Amount	Recommended Use of Funds
Service Clubs - Kinsmen	2500	} funds pay for player + Coaches kits, officials, program, brunch, opening ceremonies
Lions	1000	
Legion	1000	
Fundraising	5000	



REQUEST FOR DECISION

Meeting: November 27, 2017
Agenda Item: 7

MUNICIPAL DEVELOPMENT PLAN REVIEW & UPDATE EXTENSION

DESCRIPTION:

Council has met with Gavin Scott, Senior Planner, from Oldman River Regional Services Commission (ORRSC) for an initial project meeting to discuss the Municipal Development Plan (MDP) review and update. As per the Council direction for additional open houses, and a more thorough review (being that many are new to this process), it has been recommended by ORRSC to extend the contract deadline for the project from December 31, 2017 to March 31, 2018. This will ensure the project objectives, as well as, all public consultation has been met.

The project objectives of the update and review is to ensure that developers and businesses have a clear and concise direction and understanding of Town policy, while appreciating the connection to a strong community identity that focusses on the social aspects of life in Claresholm. The MDP was last amended in September of 2010. The updated MDP will provide a detailed framework for the development (and/or redevelopment of land within Claresholm). The existing and future land use patterns will be influenced by growth, environmental, community, financial and transportation priorities. The updated MDP will align with all current Regional Plans and take into consideration any/all applicable legislation.

COSTS / SOURCE OF FUNDING (if applicable):

ORRSC will continue to charge hourly for the review and update, up to the approved fee schedule (contracted amount \$18,750.00). Administration will require a motion of Council to approve the time extension for the project.

PROPOSED RESOLUTIONS:

Moved by Councillor _____ to accept the time extension on the contract with the Oldman River Regional Services Commission for the MDP update and review to March 30, 2018.

ATTACHMENTS:

- 1.) Letter from ORRSC

APPLICABLE LEGISLATION:

- 1.) N/A

PREPARED BY: Tara VanDellen – Development Officer

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: November 22, 2017

Memorandum

To: Town of Claresholm, Council

From: Gavin Scott, Senior Planner

Date: November 17, 2017

Re: Municipal Development Plan update project – Time extension

The Municipal Development Plan update project being completed by the Oldman River Regional Services Commission for the Town of Claresholm was initiated with the previous Town Council. In the agreed to scope of work, the timeline was set as tentative to period beginning in June 2017 and ending in December 2017. Given the reinitiated project start with the new Town Council, it is requested that the timeline be extended to March 30, 2018.



REQUEST FOR DECISION

Meeting: November 27, 2017
Agenda Item: 8

CHARITABLE DONATION RECEIPT POLICY – POLICY GA 11-17

DESCRIPTION/BACKGROUND:

A municipal or public body performing the function of government in Canada can be recognized as a qualified charitable donee and issue charitable donation receipts. The Town of Claresholm has applied and is currently registered as a qualified donee and can therefore issue charitable donation receipts for an “eligible gift”. An eligible gift is a gift that meets the following criteria:

- Voluntarily given
- Transfer of property to the donee (cash or in-kind physical asset. Can’t be volunteered time or service or only the use or borrowing of property or something else intangible).
- No advantage received by the donor (examples of an advantage would be a ticket to an event, the use of property, a dinner or performance at a fundraising event, advertising space)
- The donation is not being directed to a specific person, family, or other non-qualified donee (discussed further below). The donation can however be directed to a particular program or project as long as there is no benefit to the donor or anyone not at arm’s length to the donor (eg. spouse, child, parent, etc)

The first three points above are fairly straight forward as to what a gift is and what would qualify as a gift. This is with the possible exception of when donors are “recognized” for their donation (eg. a bronze, silver, gold, or platinum level sponsor for an event) and whether this constitutes as “advertising” and a “benefit” to the donor. This becomes a question of level of advertising or recognition being done, size of it, and cost of it to the donee to provide such “recognition”. In such cases the dollar value of the donation on the donation receipt may need to be reduced for the advertising “benefit” being received, however this will be addressed by administration on a case by case basis.

The fourth point is where the most confusion and issues have arisen, and where the necessity of a policy has come from. In the past there have been individuals who have wanted to donate to many different organization or programs around Town, which are doing non-profit activities that benefit the Town or its residents, but which are not registered charities. These would include any organization that is not controlled or operated on a day to day basis by the Town, regardless of whether or not they operate one of, or out of, our facilities. As they do good work or provide great services to our residents and the community as a whole our inclination is to support them in whatever way we can, including helping increase the donations they receive by issuing charitable donation receipts for donations to them and passing those funds along to them. This is especially tempting when they operate our facilities. In all these cases however these are separately registered organizations, who have their own CRA registration number, or should have, and rent or lease our facilities to operate them. The Town does not control their budgets or their programs, and therefore they are not Town programs. As such donations being directed to them would be donations that are “being directed to a specific....non-qualified donee” and therefore is not an eligible gift for which we can issue a charitable donation receipt.

Other organization or “programs” that are operated by Town employees and/or subject to Town budgets and oversight are considered Town programs, and therefore we can issue charitable donation receipts for donations to them.

DISCUSSION/OPTIONS:

There has been some inconsistency and confusion on if or when a donor can receive a charitable donation receipt and if we allow charitable donation receipts to be issued when they shouldn't be, we risk losing our qualified donee status and our ability to issue charitable donation receipts at all in the future. As such the attached policy is important to help protect that status and provide clarity to when charitable donation receipts can be issued.

All of these other community organizations do have the opportunity to apply for Registered Charity status at which point they could issue charitable donation receipts themselves, or we could on their behalf as they would then be “other qualified donees” rather than “other non-qualified donees.”

Thought they have the opportunity to apply for charitable status, they may not be successful in becoming a Registered Charity as they must have a “Charitable purpose” as defined by CRA. A Charitable organization is defined as follows:

- is established as a corporation, a trust, or under a constitution
- has exclusively charitable purposes
- primarily carries on its own charitable activities, but may also gift funds to other qualified donees, (e.g., registered charities)
- more than 50% of its governing officials must be at arm's length with each other
- generally receives its funding from a variety of arm's length donors
- its income cannot be used for the personal benefit of any of its members, shareholders, or governing officials

Some organization, even if they would qualify, may not want to become a Registered Charity as there are more onerous record keeping, reporting, and government filings for a Registered Charity that they may not be prepared or willing to do.

PROPOSED RESOLUTIONS:

Moved by Councillor _____ to adopt Policy #GA 11-17 – Charitable Donation Receipt Policy, effective November 27, 2017.

ATTACHMENTS:

- 1.) Policy GA 11-17 – Charitable Donation Receipt Policy

APPLICABLE LEGISLATION:

- 1.) CRA Pamphlet P113(E) Rev. 16
- 2.) Income Tax Act, 1985 c. 1 s 110.1(1)(a) and 118.1 (1)

PREPARED BY: Blair Bullock, CPA – Director of Corporate Services

APPROVED BY: Marian Carlson, CLGM - CAO

DATE: November 23, 2017



Policy #GA 11-17

Charitable Donation Receipt Policy

Intent:

The policy formalizes the charitable donations receipts program, including accounting for donations of cash or in-kind made to the Town of Claresholm (Town).

This policy also outlines the standards for evaluating donations in accordance with Canada Revenue Agency (CRA) guidelines.

This policy will serve as the foundation for standard operating procedures for issuing official charitable donation receipts (official receipts) to donors for income tax purposes.

Policy:

It is the policy of the Town to issue official charitable donation receipts upon request for donations received that qualify as charitable donations with a net cash value or net fair market value of \$20 or more. Donations must be to the Town for Town programs or purposes. The policy applies to all departments within the Town of Claresholm.

Guidelines:

To be eligible for an official receipt, the donation has to:

- Be made payable to the Town, and
- Be in cash or in kind; and
- Be voluntary; and
- Be supportive of Town's mandate or beneficial to the community of the Town of Claresholm; and
- Be given with no compensation or benefit being received by the donor, or by a relative of the donor, in return for the donation; and
- Not be directed to a specific individual, family, or non-qualified donee

Donations in-kind may be accepted only after the following has been assessed:

- Compliance with Town by-laws and/or policies
- Compliance with the laws, conventions and treaties of the other levels of government
- Consistency with the Town's priorities, mandates and strategic and business plans
- Associated risks (e.g. financial risks, political risk, health and safety issues)
- Condition of the donation
- Value of the donation
- Usefulness of the donation to the Town
- Cost/benefit analysis, if determined by the Chief Administrative Officer (CAO) to be necessary, would consider installation, storage, maintenance, renewal, replacement and relevant costs;

Written valuation of donations in-kind, provided within the prior 6 months, shall be submitted with the requests for official receipt and is to meet the following requirements:

- \$1,000 or less:
 - appraisal by knowledgeable internal staff; plus
 - valuation from online auction and shopping website

- Over \$1,000:
 - external appraisal by an independent and arm's length competent individual is required;
 - responsibility and the costs associated with obtaining a qualified appraisal shall be determined by the CAO or delegate.

Non-Qualifying Donations that cannot be acknowledged with official donations for income tax purposes, in accordance with CRA guidelines:

- Intangibles such as services, time, skills, effort
- Donations that are given to the Town intended as a flow through to a specified recipient (organization) who does not have charitable organization status and is not operated by the Town.
 - This would include donations intended for any organization, even if they operate a Town facility, or out of a Town facility, for which the Town does not control their budget or finances, who's staff are not employed by the Town, or are otherwise outside the Town's control.
- Donations of business marketing products such as supplies and merchandise
- Sponsorship in the form of cash, goods or services toward an event, project, program or corporate asset, in return for commercial benefit (i.e. logo placement or presenting sponsorship). The intent of a sponsorship is to enhance the image and marketing opportunities of the sponsor in its target market and/or the community. Sponsorships are reciprocal arrangements benefiting both parties. Usually the cost to the sponsor is categorized as a business expense.

Donation Receipts:

The donation receipt will be issued under the same name and address appearing on the cheque or form of payment, or to the individual delivering the donation in the case of cash or in-kind donations. All cash donations shall be received by the Receptionist / Cashier at the Town's Municipal office.

Cheques, money orders and bank drafts should be made out to "The Town of Claresholm". No third party cheques will be accepted.

References:

Under Income Tax Act, 1985, the Corporation of the Town of Claresholm is classified as a "qualified donee" for charitable donations, and as such is afforded the same privileges as a charitable organization without a registered charity number.

According to sections 110.1 (1) (a) and 118.1 (1) of the Income Tax Act, Canadian municipalities are permitted to issue receipts for charitable donations. These donations may come in the form of cash or in-kind.



Claresholm

REQUEST FOR DECISION

Meeting: November 27, 2017
Agenda Item: 9

RECYCLING CONTRACT – TOWN OF STAVELY

DESCRIPTION/BACKGROUND: The Town of Stavely has run their own recycling program for cardboard for the residents and asked if they could be a part of our program on a trial basis of three months. The trial was from January to March of 2017. After the trial period, another meeting was held and the Town of Stavely came back with an alternate option to deliver cardboard only to the Claresholm recycling center for \$0.50 per kilogram. They would deliver the remainder of their recyclables to the City of Lethbridge. Another contract was signed for cardboard recycling only starting April 1, 2017 to December 31, 2017.

DISCUSSION/OPTIONS: The Town of Claresholm has successfully been running a recycling program and has the ability to continue to include the Town of Stavely's cardboard recycling loads. Stavely would like to continue bringing the cardboard to Claresholm, for processing.

COSTS/ SOURCE OF FUNDING (if applicable): The cost presented to Stavely was per the latest analysis done by the Town of Claresholm: \$0.50 cents per kg. The Town will weight all loads and charge the Town of Stavely for every kg. We are currently selling cardboard at \$200.00 / per Tonne.

PROPOSED RESOLUTIONS: To enter into a yearly contract to include the Town of Stavely's cardboard into our recycling program. Administration would review the contract annually to ensure the fees, costs, etc. are appropriate and can renew based upon agreed terms.

RECOMMENDED ACTION:

Moved by Councillor _____ to enter into a contract with the Town of Stavely to include their cardboard at the cost of \$0.50 cents per kg in the Town of Claresholm recycling program from January 1, 2018 to December 31, 2018, with administration to review at the end of the term and adjust the contract as deemed appropriate.

ATTACHMENTS:

- 1.) Draft Recycling Agreement

APPLICABLE LEGISLATION:

- 1.) N/A

PREPARED BY: Mike Schuweiler, Infrastructure Department

APPROVED BY: Marian Carlson, CLGM CAO

DATE: November 22, 2017

RECYCLING AGREEMENT

BETWEEN:

The Town of Claresholm
("Claresholm")
Box 1000, 221 – 45th Avenue West
Claresholm, AB T0L 0T0

AND:

The Town of Stavely
("Stavely")
Box 249
Stavely, AB T0L 1Z0

WHEREAS Stavely is desirous of providing recycling services to its residents; and

WHEREAS Claresholm is agreeable to providing Stavely with recycling services under such terms and conditions as may be mutually agreeable;

NOW THEREFORE in consideration of the mutual benefits contained herein, it is hereby agreed Claresholm will provide Stavely with recycling services for cardboard, on a trial basis, pursuant to the following terms and conditions:

1. **Term**

1.1 Claresholm & Stavely hereby agree that the contract will be valid from January 1, 2018 to December 31, 2018.

2. **Town of Claresholm Covenants**

2.1 The Town of Claresholm hereby agrees to collect the cardboard from the Town of Stavely into Claresholm's recycling program;

2.2 The Town of Claresholm shall undertake the services on an efficient, good and workmanlike manner.

2.3 The Town of Claresholm shall supply all equipment and motor vehicles necessary to carry out and record the recycling submitted.

3. **Town of Stavely Covenants**

3.1 Stavely hereby agrees to deliver cardboard recycling only, to the Town of Claresholm Recycling Centre, at the cost of \$0.50 cents per kg;

3.2 Stavely shall promptly indemnify and hold harmless Claresholm from and against all claims in connection with any injury or loss or damage to property arising from or out of this Agreement or occasioned wholly or in part by any fault, default, negligence, act or omission of Stavely, or for those for whom Stavely is responsible at law;

3.3 Stavely will ensure, when delivering recycling pursuant to this agreement, to comply with any safety and security regulations and procedures in effect regarding the services being rendered.

4. **General**
- 4.1 This agreement shall be reviewed annually by Administration and may be renewed upon mutually agreeable terms.
- 4.2 This agreement represents the entire agreement between the parties. No other terms, representations or warranties, verbal or otherwise, are to be inferred or implied.
- 4.3 Should the parties be unable to resolve any disputes which may arise regarding this agreement, the matter(s) in dispute shall first be referred to a mediator. If the dispute remains unresolved, it shall be referred to arbitration in accordance with the provisions of the Arbitration Act, Chapter 43, RSA 2000.

IN WITNESS THEREOF the parties hereto have executed this agreement as of the day and year first above written.

THE TOWN OF CLARESHOLM

Date

Per: _____

Per: _____

THE TOWN OF STAVELY

Date

Per: _____

Per: _____

NORTH COMMERCIAL / RESIDENTIAL PROPERTY

DESCRIPTION / BACKGROUND:



Administration has been working with the developer and engineers regarding the property located north of Meadow Creek Sausage. The Municipal Development Plan (MDP) states that Developers with large development sites may consider handing in a concept plan for the overall land use and transportation layout. This concept plan will not be adopted by bylaw only received as information to Council. The developer may then provide the detailed Area Structure Plan (ASP) in phases, however this may not be ideal in all situations and certain developments may not be conducive to phasing. Gavin Scott, Planner for the Town of Claresholm (with Oldman River Regional Services Commission) has provided comments (please see attached).

As per the attached correspondence dated September 25, 2017, there are many items that should be addressed prior to subdivision. In most cases an area structure plan is required and would address all the concerns regarding traffic patterns, road width, parking requirements, servicing capabilities (garbage truck, street plowing etc.), stormwater management and servicing capabilities. Without the requirement of an area structure plan these components may not take into consideration the entire parcel or the effects on existing development. Conversely, it may be possible to look at phasing the ASP and the subdivision for the commercial development up to the portion requested, being that all considerations

regarding stormwater, servicing, traffic (including the construction of the through road and Alberta Road) were approved in the phased ASP and completed.

The Infrastructure Services Department has reviewed the plan and has no concerns regarding water service for the commercial development. However there are concerns regarding the sanitary service to this area. This will require a capability study of tying into the existing sanitary as proposed or may require additional servicing along 8th street. This may be required for both the commercial and residential development, or potentially just the additional residential development. Typically an ASP would look after all the servicing requirements and also the supporting engineering for stormwater management.

The connecting road from 8th St. to Alberta Road potentially may have a large volume of traffic, with a mix of residential and commercial. Consideration as to if this is the best location for this connecting

road should be addressed (as well as parking, road width etc.). The storm pond location in a residential area again also requires more review. An ASP would address some of the questions regarding stormwater as not enough information is shown on the concept plan. The proposed discharge of the storm water into the highways ditch should also be investigated for capacity as the system is overwhelmed quite easily, further downstream.

RECOMMENDED ACTION:

Moved by Councillor _____ to request the developer to work with Town of Claresholm staff and the Oldman River Regional Planning Commission to come to consensus on what is the best concept plan for the lands located at Block 7, Plan 7410624. Once completed, the concept plan shall be circulated to the pertinent government agencies and utility companies. The final conceptual design scheme shall be presented to Council for consideration. Following the acceptance of a concept plan, the recommendation by Gavin Scott, planner from ORRSC shall be completed as presented.

ATTACHMENTS:

- 1.) Correspondence to Martin Geomatics (letter from Sept 25, 2017 and previous correspondence)
- 2.) Comments from Gavin Scott, Senior Planner, ORRSC
- 3.) Martin Geomatics Concept Plan

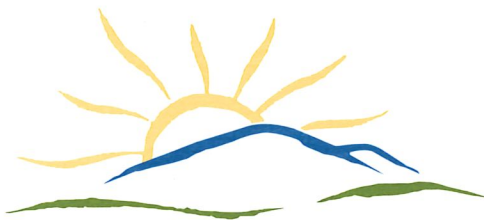
APPLICABLE LEGISLATION:

- 1.) MDP (Section 12 – Land Development)

PREPARED BY: Tara VanDellen, Development Officer

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: November 22, 2017



Claresholm

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

September 25, 2017

MARTIN GEOMATIC CONSULTANTS LTD
ATTN: Ed Martin
255 31st STREET N.
LETHBRIDGE, AB T1H 3Z4

RE: AREA STRUCTURE PLAN REQUIREMENTS

ROLL #: 11420.000
LEGAL: BLOCK 7, PLAN 7410624

Thank you for your submission of the concept plan. While this concept plan is a good place to begin for discussion purposes, prior to land use redesignation, subdivision or development of land within the Town of Claresholm, Town Council requires the preparation of an Area Structure Plan (see correspondence from 2010). In addition, the ASP will be required to address all MGA requirements and be reviewed against the South Saskatchewan Regional Plan. Items such as servicing capacity for the entire parcel, as represented in your concept plan, storm water management for the subject lands (commercial and residential areas), connectivity to existing roads, and more details as to the commercial parcels, will all need to be addressed prior to redesignation and/or subdivision. I have included Section 12.0 on Implementation and the process from our Municipal Development Plan for your information.

In reviewing the history on this parcel, a different concept plan was submitted in 2010 (see attached). This plan indicated access from Alberta Road to 8th Street. This concept was received favorably by staff given access concerns with another cul-de-sac from 8th Street, and the proposed mobile home park. The concept plan may also trigger the requirement for a traffic study to ensure the road systems can accommodate the residential and commercial developments you are proposing.

Another initial question would be the stormwater design and plans for servicing. The commercial areas also have limited details for initial review. Again, all the items need to be addressed through an ASP. Keep in mind the Town's planner Gavin Scott from ORRSC, and myself would be happy to sit down to discuss these concerns as you move forward.

If you have any questions regarding the above, please contact the undersigned at your convenience.

Regards,

Tara VanDellen
Development Officer
Town of Claresholm

TV/tv
Encl: Correspondence – Dec 2, 2010, MDP Section 12.0 Implementation, 2010 Concept Plan
CC: Owner, Les Wilson - Claresholm Land Corporation
Mike Schuweiler, Director of Infrastructure - Town of Claresholm
Gavin Scott, Planner - Oldman River Regional Services Commission

12.0 Implementation

12.1 Land Development

Working with persons who are interested in developing land in Claresholm will be an important focus for Town Council. As part of an approval to subdivide and/or develop land in the Town, developers will be required to:

- enter into an agreement with the Town in accordance to the provisions of the Municipal Government Act (MGA);
- be responsible for the provision of all roads, municipal services, sidewalks, gutters, and other infrastructure required to service the land proposed to be subdivided and/or developed;
- connect to existing services and contribute towards the cost of offsite infrastructure, as required by the development authority.

The steps toward successful land development may include the following processes.

12.1.1 Area Structure Plans

Prior to the subdivision and/or development of land within the Town of Claresholm, Town Council requires the preparation of an Area Structure Plan for those areas shown in Figure 2 and may require an ASP for any other area. The Area Structure Plan will be required to address all MGA requirements. Unlike large urban municipalities, the Town of Claresholm requires a large amount of detail at the Area Structure Planning stage. Developers with large development sites may consider handing in a concept plan for the overall land use and transportation layout. This concept plan will not be adopted by bylaw only received as information to Council. The developer may then provide the detailed ASP in phases. Major infrastructure planning may not be conducive to phasing and therefore may be required to be submitted with the first phase.

The process an applicant can expect to follow for the adoption of an ASP is as follows:

1. The developer or land owner should contact the Town staff indicating the location of their proposed development and the general details of the proposal. The developer or land owner should acquire all relevant documents pertaining to the planning and engineering of any proposal. The documents include the MDP, LUB, the Claresholm Mainstreet Design Guidelines, the Infrastructure Master Plan and any other document the Town administration deems necessary.
2. Upon request the Town staff, planning advisor and engineering advisor may be available to go over the feasibility of the plan within the context of the documents mentioned above.
3. The developer or land owner should be prepared to provide augmenting documentation for any area structure plan application. This information may include a transportation impact analysis as prescribed by this document, geotechnical report, and any other information deemed necessary to process the application.
4. All ASPs in the Town of Claresholm must contain a storm water management plan.
5. The applicant may contact government agencies and utilities to gather information pertinent to their development.

6. The developer or land owner shall not submit any planning documents associated to the ASP in a piecemeal fashion, but should submit all documents in a formal application. The development officer shall determine the completeness of any application and shall refuse any incomplete application.
7. The applicant shall expect a timely response to their draft ASP. The response will in writing or by way of a meeting include grammatical and layout corrections, engineering corrections and planning concerns that require more detail or redesign.
8. Upon submittal the applicant may hold an open house for the public to review the document.
9. The applicant shall not specifically engage in dialog with Council nor should the Council encourage dialog outside a public forum. Council should remain separate from the process to allow staff time to review and comment on the application. Any involvement within the process by Council prior to first reading may be construed by the public as biasing the project.
10. Staff shall at its earliest convenience and with regular updates keep the Council informed about upcoming projects and where the project is in the ASP process.
11. The applicant and staff may begin the process of drafting an offsite levies bylaw and a development agreement at any time during this process.
12. When staff is satisfied with the ASP, staff shall place it on a council agenda for first reading.
13. After first reading has been received, staff shall circulate the ASP to governmental agencies, utilities, and adjoining property owners.
14. (optional) The applicant may choose to hold another open house prior to the public hearing.
15. The public hearing shall be held in accordance with the MGA.
16. The Council may request any amendments to the plan at any time during or after the public hearing.
17. Upon third reading of the bylaw the ASP is considered a statutory document. Any change to the development must go through the statutory amendment process which requires three readings and a public hearing.

12.1.2 Land Use Bylaw Amendment

The Land Use Bylaw shall be amended to ensure consistency with the Municipal Development Plan and any other approved statutory plan. Amendments to the Land Use Bylaw will be consistent with the "spirit and intent" of the Municipal Development Plan.

Redesignation ('rezoning') of a parcel of land may follow the adoption by bylaw of an Area Structure Plan and only in accordance with that plan. Redesignation may also be required to accommodate subdivision or development and should in most instances occur prior to subdivision and development approval.

12.1.3 Subdivision

All applications for subdivision approval shall be evaluated by the Town in accordance with the following criteria:

- compliance with statutory plans, bylaws, and regulations;
- adequacy of road access;
- provision of municipal services and utilities, including a storm water drainage plan;
- compatibility with adjacent land uses;
- accessibility to emergency services;
- site suitability in terms of size, shape, and other characteristics;
- any other matters the Town may consider necessary.

At the time of subdivision and as a condition of approval, ten percent (10%) of the lands to be subdivided shall be dedicated as municipal and/or school reserve in accordance with the provisions of the Municipal Government Act. The Town may take municipal and/or school reserve in one or a combination of the following methods:

- land,
- land similar in quality to the land being proposed to be subdivided,
- money in lieu,
- deferral to the balance of the subject property.

Money-in-lieu of municipal reserve shall be placed in a special reserve fund, administered by the Town, to be used for recreation area and facility construction and improvement.

The Town will coordinate the location of new schools and the allocation of school reserves in the Municipality with the local school divisions.

In residential areas, the Town may allocate municipal and/or school reserve for the purpose of developing parks, playgrounds, trail systems, recreation facilities, schools and similar uses.

In commercial or industrial areas, the Town may allocate municipal reserve for the purpose of providing a buffer between incompatible land uses.

In addition to Municipal Reserve, land that is deemed to be protected may be left in its natural state and allocated as environmental reserve or environmental reserve easement in accordance with the provisions of the Municipal Government Act.

12.1.4 Development Permits

All development in the Town of Claresholm requires a development permit and is regulated by the Town of Claresholm Land Use Bylaw.

12.2 Municipal Finance

When considering proposals for the future planning, subdivision, and/or development within the Town of Claresholm, Town Council will consider the implications of the proposal in terms of the Town's finances. The goal will be to minimize the impact of future growth on the existing tax base of the Town.

On an annual basis, Town Council will review the Town of Claresholm Capital Works Plan to identify and coordinate infrastructure requirements that may be required to implement the Town of Claresholm Municipal Development Plan.

Memorandum

To: Town of Claresholm, Council

From: Gavin Scott, Senior Planner

Date: November 17, 2017

Re: North commercial/residential Area Structure Plan Process

Please accept the following as a recommended course of action regarding the Area Structure Planning Process for the lands legally described as Block 7 Plan 7410624.

The developer shall as an initial step bring forward conceptual design schemes which show the proposed land use, lot layout, servicing layout, street network and storm management pond for the entire parcel. The conceptual design scheme shall include maps and a written document in support of the scheme. The developer shall work with Town of Claresholm staff and the Oldman Regional Planning Commission to come to consensus on what is the best concept plan for the area. Once completed the concept plan shall be circulated to the pertinent government agencies and utility companies. The final conceptual design scheme shall be presented to the Council for consideration.

Once the conceptual design scheme is accepted by council. The developer shall proceed with incorporating the design scheme into a complete area structure plan which shall contain the following:

- An engineered storm water management plan which includes the design work for a storm pond capable of addressing the areas drainage.
- A land use concept that is in conformity with the Municipal Development plan, land use bylaw and South Saskatchewan Regional plan. Written documentation of how it is in conformity is required.
- A complete set of responses to all concerns from all pertinent government agencies and utility companies who responded to the conceptual design scheme.
- A transportation analysis of turning movements and traffic volumes generated by the proposed development. And if directed by the town or Alberta Transportation a transportation impact analysis.
- A servicing layout acceptable to the Town of Claresholm public works and/or engineer.

The finalized area structure plan shall be presented to council for adoption and to the public in a manner acceptable to council.



REQUEST FOR DECISION

Meeting: November 27, 2017
Agenda Item: 11

CONTRACTED GRANT WRITER

DESCRIPTION:

Administration is looking for Council's approval to proceed with a grant application to fund the cost of a dedicated Grant Writer to work on a contract basis for the Town of Claresholm, Town of Fort Macleod and the Town of Nanton.

BACKGROUND:

Applications for grants are becoming much more complicated and diverse, and there are also many more grants for non profit organizations available today than there ever has been before. Administration would like to contract an individual with grant writing expertise to assist not only the Town of Claresholm, but also not-for-profit groups in our area and the communities of Nanton and Fort Macleod to navigate and apply for grants whenever possible. Having a dedicated grant writer would be extremely beneficial as staff members are typically too busy with their normal duties to explore grant options.

It is proposed that the Town of Claresholm apply for an Alberta Community Partnership (ACP) under the Intermunicipal Collaboration component to fund the contract on a 1 year trial.

At this point, Administration is seeking Council's support in applying for the ACP Grant in order to secure funding to contract a grant writer. A contracted position will not be secured until such time as the grant funding is approved.

PROPOSED RESOLUTION:

Moved by Councillor _____ to apply for the Alberta Community Partnership (ACP) Grant for the purpose of contracting a grant writer to help find applicable grants for the Town of Claresholm, Nanton and Fort Macleod as well as the not-for-profit groups in the respective communities.

PREPARED BY: Karine Wilhauk, Finance Assistant

APPROVED BY: Marian Carlson, CLGM, CAO

DATE: November 22, 2017



REQUEST FOR DECISION

Meeting: November 27, 2017
Agenda Item: 12

COMMITTEE STRUCTURE CHANGE

DESCRIPTION:

At the Regular Meeting of Council held Tuesday, November 14, 2017, Council appointed members-at-large to boards and committees. There is one required change to Council appointments as a result of this.

BACKGROUND:

At the Organizational Meeting of Town Council held Monday, October 23, 2017, Councillor Brad Schlossberger was appointed as the Council representative on the Porcupine Hills Lodge Board. The Town of Claresholm also appoints one member-at-large to sit on this board. At the regular meeting of Council held Tuesday, November 14, 2017, Council appointed Cindee Schlossberger as the member-at-large. This was an oversight that needs to be corrected.

Mayor MacPherson is proposing to move Councillor Schlossberger off this board and appoint Councillor Kieth Carlson. Mayor MacPherson is proposing that in order to keep the committee appointments even, Councillor Carlson should be removed from the Regional Landfill Commission and Councillor Schlossberger take his place.

PROPOSED RESOLUTION:

Moved by Councillor _____ to remove Councillor Brad Schlossberger from the Porcupine Hills Lodge Board and to appoint Councillor Kieth Carlson.

Moved by Councillor _____ to remove Councillor Kieth Carlson from the Regional Landfill Commission and to appoint Councillor Brad Schlossberger.

PREPARED BY: Karine Wilhauk, Finance Assistant

APPROVED BY: Marian Carlson, CLGM, CAO

DATE: November 22, 2017



Claresholm

REQUEST FOR DIRECTION

Meeting: November 27, 2017
Agenda Item: 13

TRANSPORTATION OPTIONS

DESCRIPTION:

As the Town's representative on the Claresholm & District Transportation Society, Councillor Lise Schulze has been approached to discuss with Town Council other possible transportation options in Claresholm. There was a group that came forward to the previous Council to lobby for further discussions to be held, however at the time, talks stalled and did not go any further.

PREPARED BY: Karine Wilhauk, Finance Assistant

APPROVED BY: Marian Carlson, CLGM, CAO

DATE: November 24, 2017



CAO REPORT

November 27, 2017

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

BYLAW ENFORCEMENT

[See enclosed report](#)

CORPORATE SERVICES

[See enclosed report](#)

DEVELOPMENT

[See enclosed report](#)

ECONOMIC DEVELOPMENT

[See enclosed report](#)

FCSS

[See enclosed report](#)

HR & TAXATION

[See enclosed report](#)

INFRASTRUCTURE SERVICES

[See enclosed report](#)

RECREATION

[See enclosed report](#)

UTILITY SERVICES

[See enclosed report](#)

Respectfully submitted by

Marian Carlson, CLGM
CAO

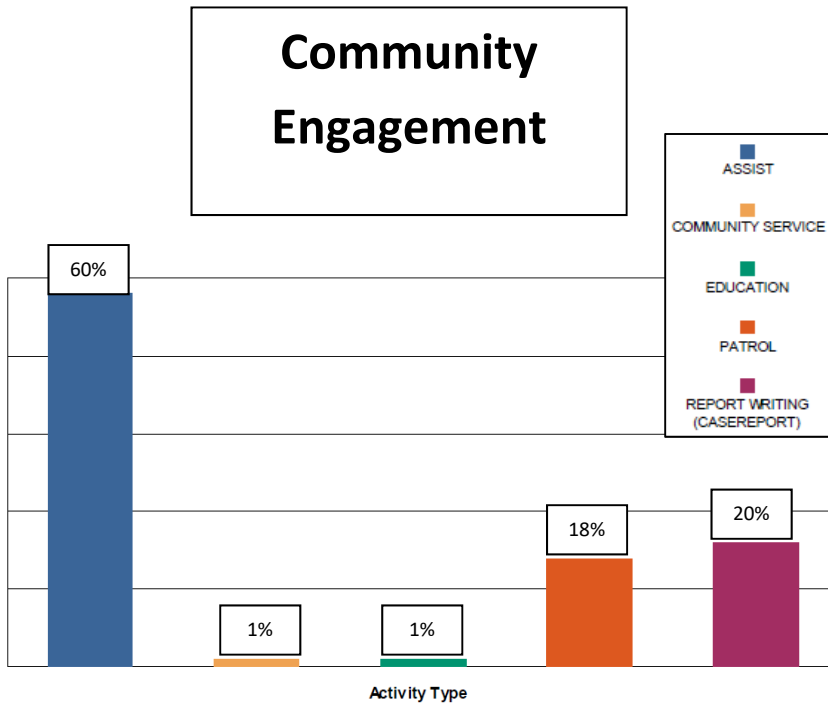


INFORMATION BRIEF

Meeting: NOVEMBER 27, 2017
 Agenda Item: CAO REPORT

OCTOBER BYLAW ENFORCEMENT REPORT

Community Engagement



October Newspaper Focus:

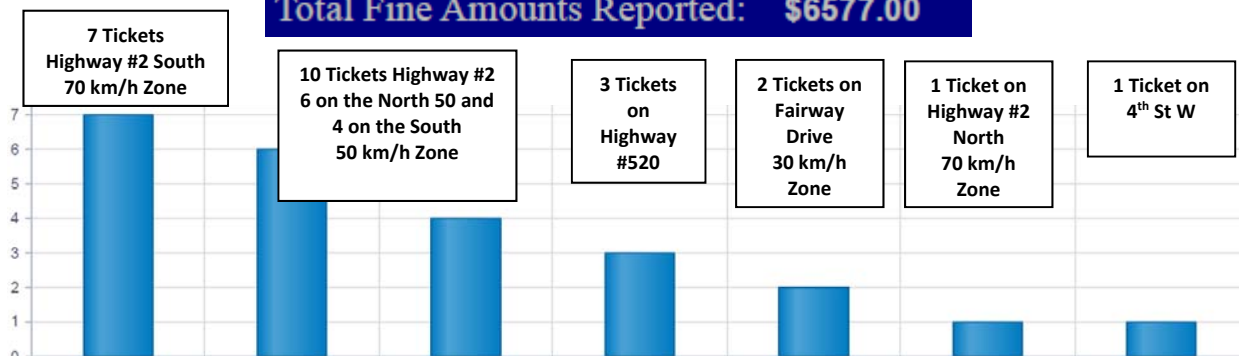
1. Get set for winter tips.
2. **Be Seen. Be Smart. Be Aware** tips for pedestrian safety to be sure motorists can see you.

October Enforcement Highlights:

1. Continued work on back alleys + yards for unsightly and grass/weed control.
2. Barking dog complaints fielded and dog owners contacted with warnings issued.
3. FOIP request files collected and tabulated.
4. Contact initiated with last winter's Snow Shoveling Offenders.
5. Educational Programs included:
 - WMES Halloween Safety,
 - the Liquor Bag Campaign for SADD at WMES and
 - Risk Reduction Workshop planning for WCCHS.
6. Take Radar signs down for the season
7. Skunk control complaints responded to, information provided to enable residents to use deterrent control.
8. Continued work on Smoking Bylaw and medicinal marijuana inquiry.
9. Follow-up with neighboring farmers assisting to build a fire break around Claresholm.

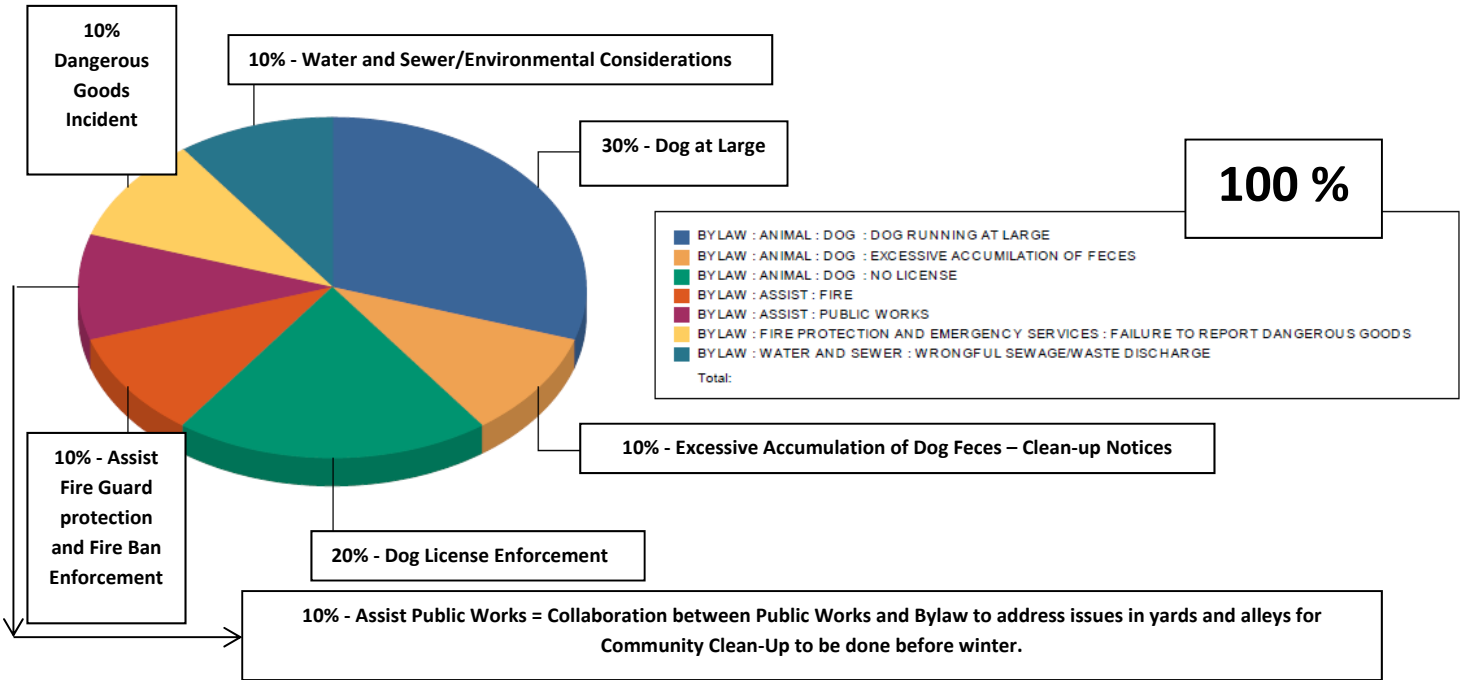
Speed Enforcement Actions done on October 4, 13, 20, 26

Total Number of Citations Reported: 24
Total Fine Amounts Reported: \$6577.00



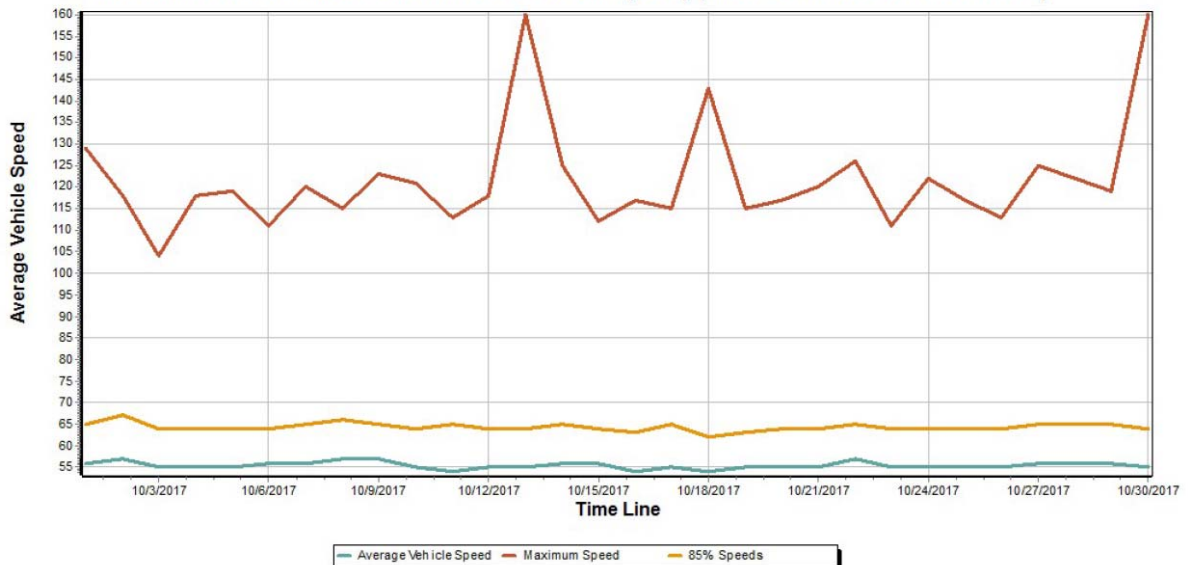
OCTOBER BYLAW ENFORCEMENT REPORT - continued

The Percent of Files/Time Allocated to Community Enforcement Actions



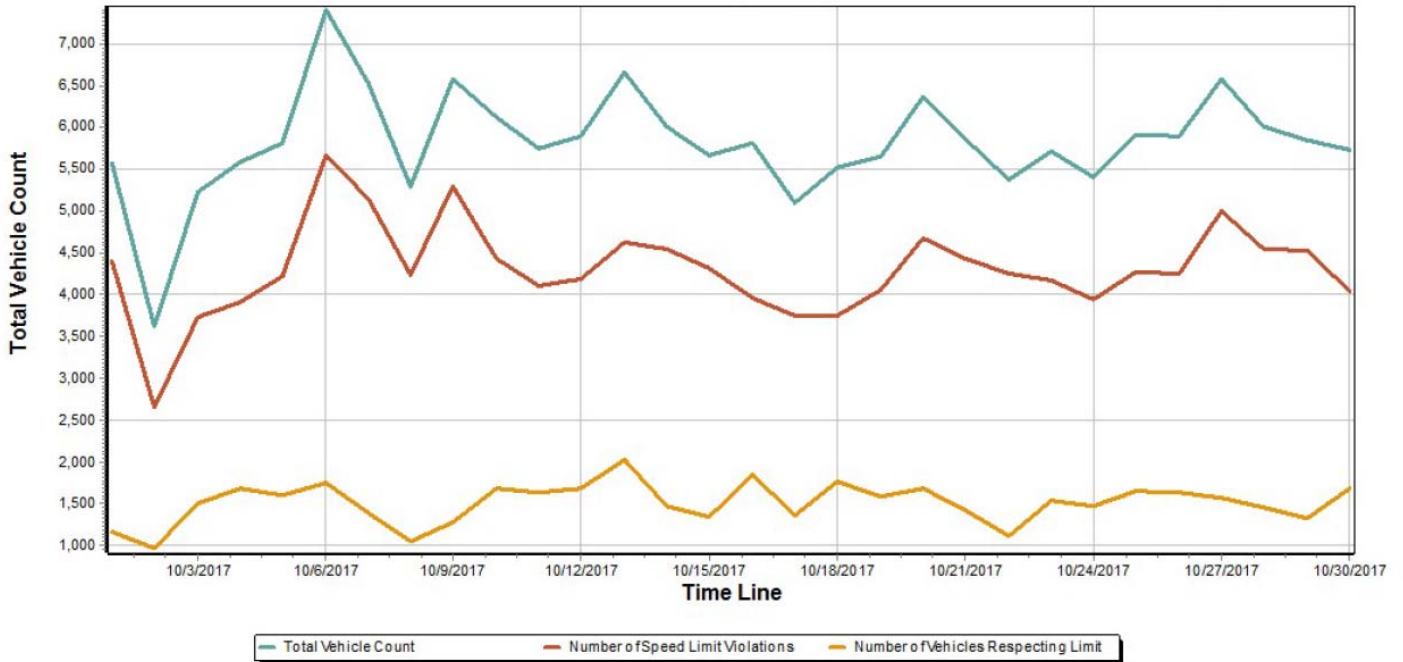
October Radar Statistics

Custom Chart for North end of Town 50 zone (QE2) (from 10/1/2017 to 10/31/2017)



OCTOBER BYLAW ENFORCEMENT REPORT - continued

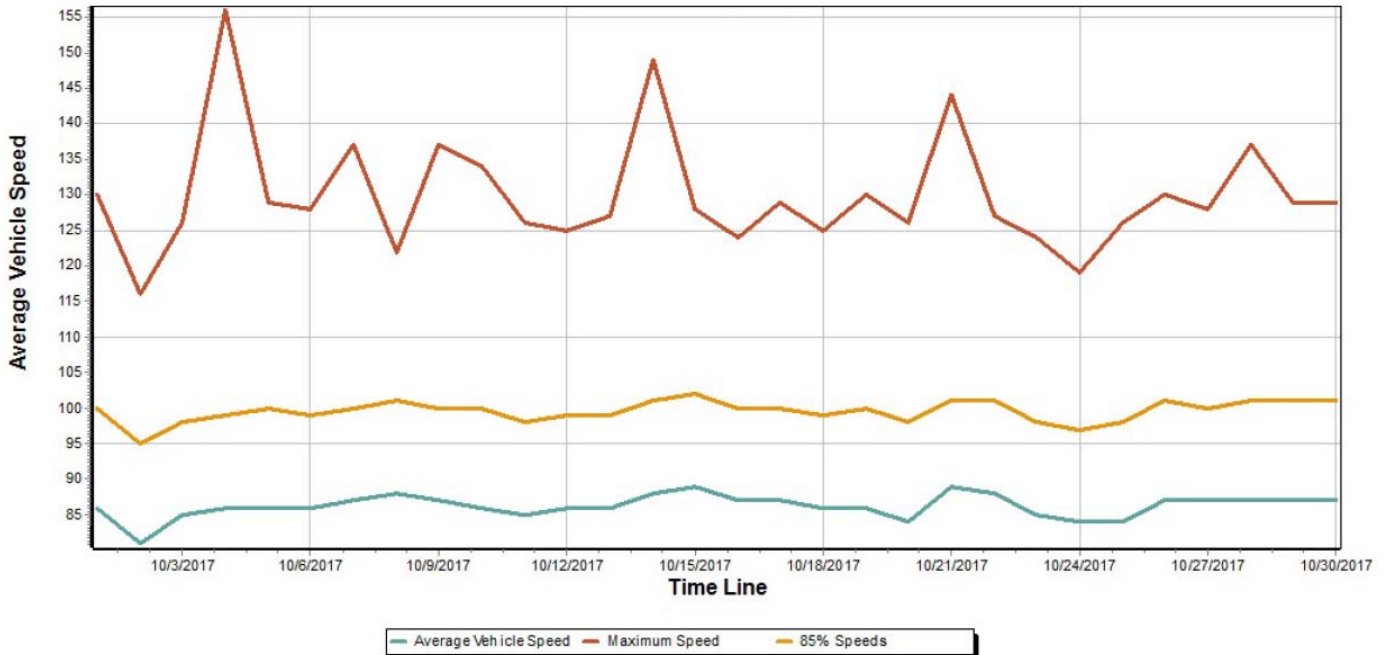
Custom Chart for North end of Town 50 zone (QE2) (from 10/1/2017 to 10/31/2017)



Generated on November 20, 2017 at 03:29 PM

SafePace® Pro by Traffic Logix®

Custom Chart for South end of Town 70 zone (QE2) (from 10/1/2017 to 10/31/2017)



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SafePace® Pro by Traffic Logix®

DIRECTOR OF CORPORATE SERVICES - UPDATE



For: 9/22/2017 - 11/20/2017

Financial

- Due to the Financial Administration staff being heavily involved in the election as Returning Officer and Deputy Returning Officer, month end financial reports are a little behind schedule. September has been completed and presented, October will hopefully be ready soon.
- Storm Water Management Project – Phase 2: ACRP Grant Application was completed and submitted for September 30. We worked with Associated Engineering and Micaela Gerling with ACRP to complete our application. Phase 2 is a \$1,796,990 project which if approved would provide grant funding in the amount of \$1,617,291. This project would include upgrades to drainage ditches in Centennial Park and the Golf Course as well as upgrades to the main outfall between Centennial Park and the Golf Course.
- Currently working on preparing draft 2018 budget documents in preparation for budget meetings in December. Meeting with each department head to discuss.
- Application was put in for a new Credit Card provider through AUMA. This would mean no longer using ATB as our credit card provider. AUMAs program has no annual fees, some potential for rebates, and greater administrative controls, all of which are improvements over ATB's cards. New borrowing bylaws have been drafted for council in relation to these and if passed we will look to switch early in the new year.
- New 4 year fixed rate Energy Utility contract has been signed. We moved from AMSC to ATCO Energy for this new contract.

Museum

- Museum is now closed, except by appointment. The Executive Director is still working part time through to the new year working on grant reporting, grant applications, review of policies and procedures, etc.
- The Friends of the Museum was successful in receiving their CFEP grant for the new Museum Station Deck Replacement project. Grant funds totaled \$11,643.

Office/General

- Potential issue was brought up with regards to the Town issuing Charitable Donation Receipts. As a result of research done a new policy has been drafted for presentation to council.
- Council's new iPads have arrived and have been set up for Councilors' use.
- Assisted Claresholm Minor Hockey with their large CFEP grant application for the Arena Floor and Boards renovation project. CFEP responded requiring clarification and additional documents which we provided. Grant announcements should be in February 2018.
- Government of Alberta (GOA) pricing contract is being entertained for cell phones. This could potentially lead to fairly substantial savings over our current corporate contract. Administration is completing due diligence to ensure there are no hidden costs or issues we will encounter if we switch. Bell is being slow on providing answers, but we will hope to have a recommendation prepared before the new year. We are also doing a review of our wireline (landline) contract as there appears to be unused features for which we are still paying for.
- GIS Advisory Committee – I am now sitting on the newly reformed Oldman River Regional Services Commission (ORRSC) GIS Advisory Committee to help shape the future direction of feature development and service offerings of our GIS system. There is significant increased competition for GIS software and services for which ORRSC is needing to respond to in order to stay competitive and retain membership.

Submitted by
Blair Bullock, CPA, CA
Director of Corporate Services

DEVELOPMENT OFFICER REPORT

For: 9/22/2017 - 11/17/2017



Claresholm

Development Permits

- ❖ 24 permit applications received.
- ❖ 13 development permits closed.

Compliance Requests

- ❖ 15 compliance requests received.

Miscellaneous

- ❖ Continued work on MGA updates and bylaws, policies etc. that will require amendments.
- ❖ Working with EDO on industrial development project / various business inquiries.
- ❖ GIS photos have been updated to 2017 photos (see enclosed for some comparisons from 2009 – 2017, previously used photos on GIS were from 2013)
- ❖ September 22, 2017 – attended an Alternative Energy tour in Black Diamond. The Town of Black Diamond is a member of Decentralized Energy. Toured Oilfields Regional Arena, and Scott Seaman Sports Rink. Learned about energy conservation, energy management system that controls the equipment and of the five solar systems (totaling 21.85 kilowatts) and two wind turbines on site. The idea was to gain an understanding of what it takes for a large utility consumer in a 29 year old building to become more sustainable. We learned what can be done to track usage, reduce operating and maintenance costs and become more sustainable in facilities such as these.



- ❖ November 8, 2017 – MDP working session (MDP update & review)
Preparation for new Council in the form of training and development department overviews. Assisted with Council training Nov 2, MPC training session / meeting November 10, 2017. MPC November 17, 2017.
- ❖ November 15, 2017 – Webinar from Alberta Municipal Affairs – Builder Licensing Implementation – Municipalities & Permit Issuers. Legislation comes into effect Dec, 1, 2017. Currently under the New Home Buyer Protection Act (NHBPA) a building permit cannot be issued without warrant coverage or an exemption from coverage (came into effect 2014). That process will remain in place, and Dec 1, 2017 the permit applicant must also provide proof that the new home will be built by someone with a valid builder license. Provisional licenses will be permitted now until May 2018. There are two types of licenses that can be applied for, general contractor license and developer license. Superior Safety Codes is the building permit issuer for the Town of Claresholm and will now require the builder license number as well as the New Home Warranty number. A registry will provide information regarding licensed builders in Alberta. The builder license is required to be renewed annually.

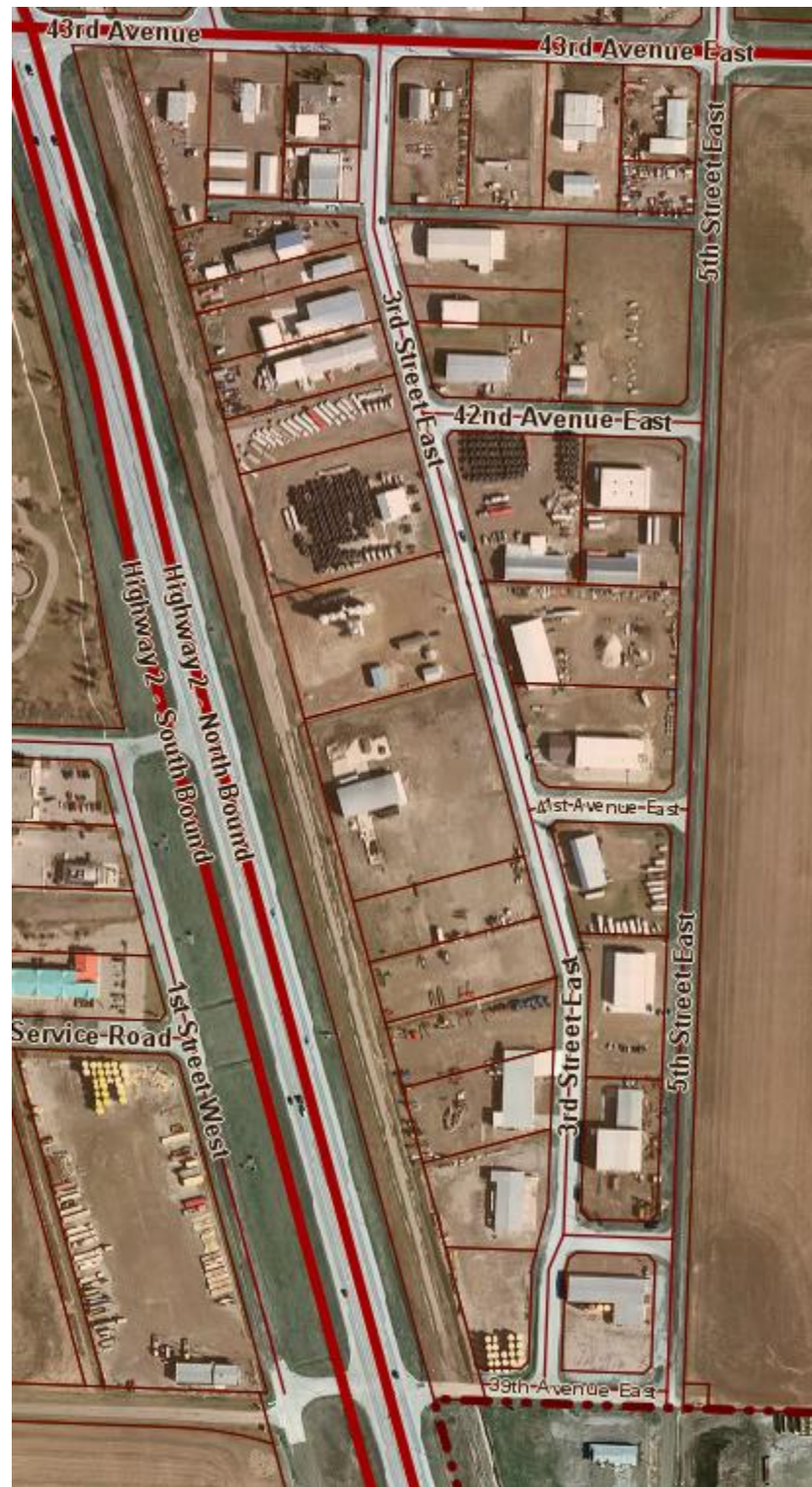
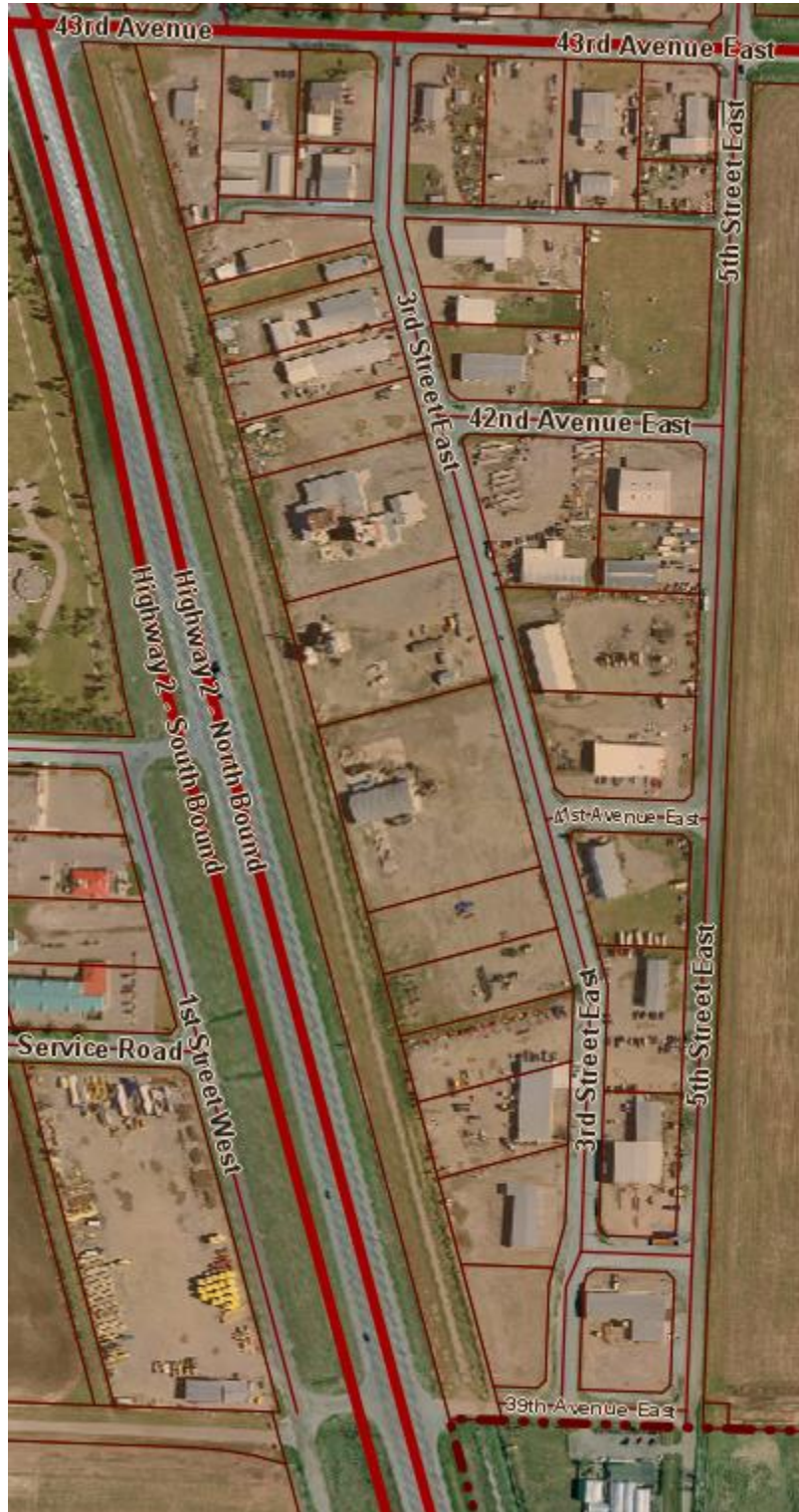
*Submitted by
Tara VanDellen
Development Officer*

2009



2017









Monthly Report

November, 2017

Prepared & Submitted By;
Economic Development Officer

Economic Development Committee

- First meeting of newly appointed Economic Development Committee took place on November 20, 2011
 - Introductions & Thought-Sharing
 - Chair & Vice-Chair Selection
 - Chair - Paul Zemlak
 - Vice-Chair - Santanna Thom
 - Review of Current Activities
 - Priorities for 2018
 - Budget discussion reflecting priorities
- EDO, Chair, Vice-Chair and CAO to continue practice of weekly meetings to ensure projects and initiatives are moving forward and properly supported
- Past Chair, Ali Shivji, in attendance to facilitate transition for newly appointed members

Industrial Land Development

- Project conceptualized and initial budgets received for feasibility and development of annexed lands east of town
- Community & Regional Economic Support Program application being completed to reflect Council motion on November 14, 2017
 - To be submitted prior to November 30
- Development Officer and EDO actively working with landowners for letters of support for the grant application and parameters of engagement for project

Event Support

- EDO active partner in development and support of inaugural Winter Carnival as a winter variation of the Fair Days festivities in August
- EDO supporting Event Coordinator Lauren Billey in efforts to facilitate the New Years Eve Skate at the arena

Downtown Revitalization

- Vacant Lot
 - The owners of the vacant lot on 49th avenue have been engaged and EDO is seeking out anchor tenant to help drive a building construction on that location
- Vacant Buildings
 - The EDO is engaged in communication with the owners of multiple vacant buildings
- Blade Sign Program
 - Design, supply, manufacturer and concept are in place
 - Not an EDC priority and will be addressed as resources (time) are available

Telecommunications

- EDO continuing conversations with Shaw Business and Axia to facilitate further expansion and development of the local communications infrastructure, specific to internet connectivity

Renewables

- EDO in conversation with Perimeter Solar to assess areas of assistance for the proposed Claresholm Solar Inc. project

Other Activity

- Junior Achievement
 - Programming facilitated by EDO at WCCHS
 - Partnering with Career Practitioner to implement Company Program
- Lethbridge College
 - EDO assisting in program conceptualization and maintaining LC presence following the potential sale of the building that campus is in
- Vertical Farming
 - Site Selection submission completed for potential vertical farming operation
- Airport
 - Industrial interest liaised with MD Development and Realtors to pursue operation opportunity at Airport
- Requests for Assistance
 - Ec Dev office assisted clients in the following ways since October 2
 - Marketing x 2
 - Sell/Develop Land x 2
 - Seeking Land/Location x 6
 - Election Information x 1
 - Events x 4
 - Website x 6
 - Youth x 2
 - Chamber Info x 2

- Signage x 2
- Internet x 6
- Solar Opportunities x 2
- Home-Based Business x 1
- Planning x 3
- General Municipal Info x 6

FCSS Report for October- November

- Helping to organize the Winter Festival that is planned for Sat. Feb. 10, 2018 along with many other community organizations. FCSS will host a scavenger hunt for this event.
- Planning the annual Women's Conference which will happen on Sat. April 14, 2018.
- Attended meeting about the new senior's Advocate office presented by Sheree Wong.
- Met with Child and Family Services (CFSA) grant advisor to discuss next year's funding.
- Hosted Interagency – roundtable meeting to share with agencies that work in and around Claresholm
- Started a girl's group. Twelve girls attended and brainstormed ideas for future meetings.
- Hosted along with AHS Mental Health, and attended the Psychological First Aid Course. Opened a second class and there was a large amount of interest in this course. 50 people attended.
- Met with Lethbridge College –Claresholm Campus advisory council to discuss possible programming for fall and spring. Also talked about media presentation and advertising to increase registration.
- Had phone conversation with Outcome Measures trainer to discuss the measures we are collecting for the Volunteer Tax Program. Helped to design the spreadsheet and we were doing a feedback session.
- Home Alone course was offered in October by Oakfield Safety. FCSS subsidized this program to make it affordable for all. There were 9 participants and 9 participants in the Babysitting course held in September.
- Submitted a new budget for the AHS Mental Health grant and am working on the year-end report.
- Hosting a Managing Misbehavior course on Nov. 21st. This is a Triple P program.
- Allison and Barb attended the FCSSAA annual meeting in Edmonton.
- Allison attended the Risk Reduction at WCCHS with grade 9 students and will be attending one being held for grade 12 students. (new this year)
- Organized binders for new board members for orientation meeting.
- Met with cohorts to go over the busing strategy for seniors and disabled, which we had prepared earlier in the year. Asked by Mayor MacPherson to review it.
- Preparing activities for Old Fashioned Christmas. Youth of Tomorrow will be gift wrapping that evening for a donation. Early Childhood Coalition is hosting a drop in and play event and The Station is having an International Bake sale.
- Visited West Meadow Elementary Roots of Empathy classroom.

November 2017 HR/Taxation Report

Prepared by: Lisa Chilton

Human Resources

- The Town Policies are under review. Blair is establishing which ones need to be updated and created. This will be ongoing into 2018 and will likely be presented as a complete updated draft to the Administration Committee.
 - After a review of the employee benefits that the town currently contracts with Alberta Municipal Services Corporation, (Long Term Disability, Group Life Insurance, Dependent Life Insurance and Accidental Death and Dismemberment) administration has concluded that there are not any savings, or changes, to be had with competing benefits providers.
 - After some consultation, administration was able to realize a 10.47% savings on the Blue Cross Health Care premiums.
-
-

Taxation

- Taxes Past due, at November 17th, 2017 are:
\$304,407.27
Summary of arrears taxes:
\$ 49,965.44 Tax recovery property - #4 Skyline
\$ 14,757.99 Tax recovery properties offered for auction 2017
\$ 8,682.38 Property under tax agreement.
\$ 51,940.35 Tax arrears properties on list for 2017
\$179,061.11 Other arrears
- Letters will go out within two weeks notifying any taxpayers, other than TIPPS (Tax Installment Payment Plan) participants, of the outstanding balance owing on their tax accounts.
- On January 1st, a penalty of 14% will be applied to any outstanding balance after December 31, 2017
- The contracted assessors from Benchmark Assessments are currently doing inspections of properties that have had improvements or changes to them during the year. This is in preparation for the 2017 assessment that will be declared to the Municipal Government no later than February 28, 2018. This assessment will

be used in the budgeting process, along with the mill rate set by council, to determine the taxes on each individual property. This process will lead to a mill rate bylaw, ideally passed by the end of April, at which time the 2018 Combined Tax and Assessment Notices will be prepared and mailed out to the tax payers.

- The due date for taxes is June 30th of each year or the last business day of June.
- Tax payers on the TIPPS program pay their taxes monthly from January to December with no penalty on July 1st.

TOWN OF CLARESHOLM INFRASTRUCTURE SERVICES REPORT



PUBLIC WORKS REPORT

Buildings Regular weekly inspections and minor maintenance is completed as required on all Town buildings. Contractor was called in to repair one roof top furnace at the library in November.

Sidewalks Sweeping and plowing if required done as per Town Bylaw. Snow melting from properties over the sidewalks is creating a few slippery sections on residential sidewalks, as the boulevard elevations are higher in some areas. Homeowners are responsible for the maintenance of the boulevard, and drainage to the curb.

Streets Plowing and or sanding daily as needed. Cleanup from the first snowfall required 108 man hours for cleanup. (12 hrs overtime) Snow fence was blown apart again. The Town's Christmas tree (Downtown) was blown over in the wind of November 19th. It couldn't be saved and was removed.

Sanitary Sewers The PW staff is currently cleaning the Town's sewer system as part of our semi-annual sewer cleaning program.

Water Distribution No current problems to report. Two fire hydrants have been struck by vehicles in November and all damages have been repaired. Water main alterations on the 10" water line on 8th Street has now been completed, (by our contractor) as well as flushing and testing (by Town Staff). This portion of our water system is now back on line.

Storm Sewer Drainage The 8th St. project is behind schedule and a list of work for next year has now been started. This will be a carry over project, to be completed in 2018. Electro fishing of the storm water ponds at the golf course was not completed as cold weather froze the ponds. This work will be completed as soon as the weather allows.

Recycling Program is operating well and no complaints to report.

Garbage Our Collection program is running well. No issues to report at this time.

Equipment Maintenance and repairs are done daily, or as needed.

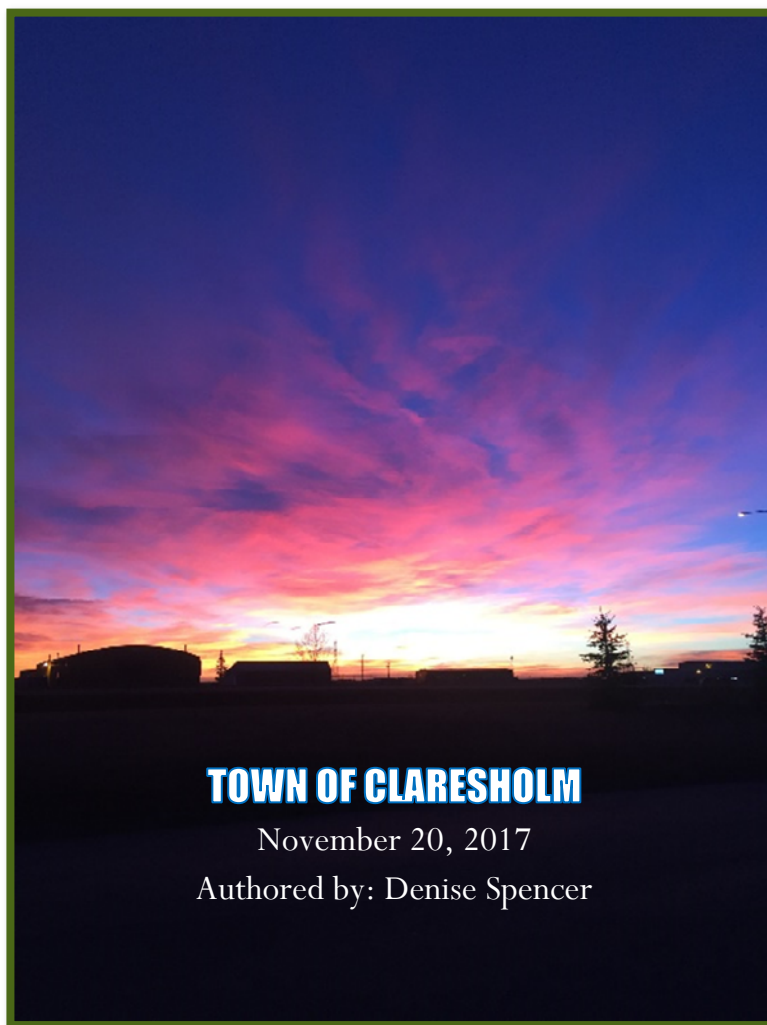
Staff No problems to report.

This Report by

Mike Schuweiler
Director of Infrastructure
Town of Claresholm

RECREATION DEPARTMENT

October-November 2017





RECREATION DEPARTMENT

October-November

Welcome

On behalf of myself, and the Claresholm Aquatic Centre staff we'd like to wish the new members of Council a warm welcome. Every member has a set of skills they bring forward, I'm looking forward to working with you.

General Overview Facilities

Arena:

1. The out of Town rental response has resulted in an enormous amount of emails. From these emails we have had to develop systems to track the rentals, with contact information. Systems for which role everyone has; eg. Denise makes the initial contact, and lets potential renters know what dates are available, Marianna tracks the User Agreements, and deposits, the Arena Personnel coordinate the Rink times with the renters, and forward the hours of the rental back to Marianna for billing.

On September the Arena Recreation staff, Marianna, Mike and Denise had a meeting and a contingency plan was decided upon in case of ice failure. This plan included providing contact information for other rinks, as well as the following items;

Rental Agreement;

1. Updated logo, waiver signatures, and security deposit added
2. As per Town policy the security deposit is refundable after use, although not refundable if cancellation

ICE Times;

1. The latest booking Monday-Friday should be off the ice by 11pm
2. Open ice is listed on the calendars as; Monday-Thursday 7:30-3:45, and Friday 7:30-1:45pm
3. The Arena Staff and myself are working together to advertise Public Ice times, and trying to ensure they stay fairly consistent from week to week.

2. In October Minor Hockey's registrar volunteered to reschedule some of their Saturday day games, to be held in the evening instead, which has opened up more weekends to Out of Town Tournaments. Due to demand we really have had to work together to develop a system that works for the user groups, which will be fine-tuned before the 2018-2019 season.

As of November 20 we have 7 confirmed (with user agreements) Out Of Town Tournaments, and the Fort Macleod Mustangs have booked most Thursday evenings from 8:45-10:15pm.

Calgary Minor Hockey has Esso Hockey Week (city wide) January 13-21. This is a yearly event which we can plan for. In addition to this we have a timeline of when their tournaments need to be booked and approved by.

3. The Arena Personnel now have access to the Claresholm Rec Facebook Page to update the available skates. Changing the name from Claresholm Aquatic Centre (CAC), it has opened the doors for community groups to share their activities, arena personnel to update public skate times, and still allows CAC the benefit of promoting our programs.

4. Dryland training with Minor Hockey is now booked in the Mezzanine on Wednesday evenings. As there are no other rentals scheduled for those evenings we have requested they ensure it is clean and ready for the next group.

Aquatic Centre:

1. Shutdown maintenance list forwarded to AHS. In addition to maintenance the CAC will also be replacing Lifejackets, cleaning, organizing and working on programming for the New Year.

2. The January-April program guide will be available on December 4th, which is also the first day of registrations.

3. 5 Kayaks were left to our facility on loan from the Alberta Whitewater Association, this was the second year that we hosted a Learn to Kayak program. This is something that we will incorporate into our JLC Sport club, the school program, and low attendance public swim times. We are fortunate to have this opportunity.

4. Our Vikings JLC Competitive program has 23 participants, and 16 JLC Sport registrations.

Due to the costs of Competitions for JLC Vikings, we have planned 2 fundraisers. The Bottle drive October 20th raised over \$1700. The plan was outlined, then Denelle stepped into action by heading up the fundraiser, coordinating volunteers, JLC members, and getting the word out.

CAC will host our second Swim a Thon in March 2018. Last year it was a huge success, with monies raised establishing the JLC fund, used exclusively for the JLC Vikings competition team to help with the costs of competitions, and potentially subsidize the cost of the program itself. CAC has provincially ranked athletes competing in 5 competitions across Southern Alberta through the season.

5. Our stats show that our total number of patrons for the month of October were above last year, with 3000 people through the door. November numbers were less than last year, which could be contributed to the poor weather.

6. On December 8, 2017 Kerry Sauve from Street Sense Safety will be back for the 3rd time. He brings a wealth of knowledge, and will teach self-defense. I expressed our needs to him and the time has been extended to enable him to go through empowerment strategies that will help people (women) to cope while feeling threatened.

7. User fee comparisons have been reviewed, recommendations will be made to increase lessons minimally, increase Aquafit rates as they have not been increased since 2011, change the JLC pricing module, and add an Equipment rental fee to the schedule.

Community & Misc.

1. For the second year in a row I was involved with the Pumpkin Festival. Menu, pricing, cooking and serving with the BBQ. The fundraiser organized by the PAC of West Meadow Elementary school raised more than \$10,000, and is set to become an annual event. The event was a huge success last year, and fundamental in developing support for their inclusive adventure playground.

2. Due to time constraints the Fitness Challenge was switched to “The Community Takes Root BINGO’ in partnership with The Zombie walk, Local Press, North and Company, Dollar Store and More, and FCSS. The Zombie walk was held October 13th, the Town of Claresholm and the CAC donated items for the silent auctions and giveaways.

3. At the Alberta Recreation Facility Personnel Conference(AARFP) October 26, 2017 in Lake Louise I accepted the Choosewell Award for Communities Creating Supportive Environments on behalf of the Town of Claresholm. When I applied for the award I stressed that it was the community as a whole who has really pushed for a change. There have been so many positive outcomes in the past year, with our community that is working to work together.

Workshops I attended that the AARFP conference;

“*Change, Challenge, and Opportunity*” explored brainstorming with colleagues in the classroom. We discussed how to promote recreation and parks within our communities

“*Recreation & Physical Activity Project Grants*”, the presenter discussed “Capital grants” vs Programming where it was stressed that Non Profit groups should apply for Grant funding as there are limited Municipal Funding grants available for Recreation

“*Leveraging Technology*”, the focus was on amplifying your purpose, and marketing recreation to create community engagement. The aim is to make quality of life the focus while using the right technological solutions, either through apps, Virtual fitness, and challenging communities to share their stories, compete, and is data based, social, collaborative, interactive and fun.

“*Parks For All Framework...The Role Of Municipal Park Systems...*” touched on pathways & Planning, and reviewed the National Framework for Parks and Recreation which explored how to achieve success with “*Parks for All*” an action plan for Canada’s Parks Community. Keynote speaker, Dave Ellis from the City of Lethbridge discussed the following; the time line of how the AARFP worked with others provinces in developing the National Framework for Parks and Recreation, the benefits of connecting through Nature, the relevance of pathway systems in communities, including urban pathways. Ultimate target being “*Pathways to Canada*”

The benefits of being involved with Choosewell, AARFP and RFP (Recreation Facility Personnel) is that these groups and organizations offer supports, training, and a vast amount of contacts that you can reach out to for information and assistance.

4. Skatepark; approached by community members to start a group to start fundraising initiative. Vulcan Recreation department has forwarded us their plans, and concepts for their skatepark completed in 2015. There are 2 locations being considered as prime locations. One location considered is the Northeast corner of the Old Elementary school. It is in a location that is close to the schools, amenities, has trees and grass, a berm and the space for potential additions/phases to the project, downside is the size of the area.

Moffat Park while it does not have the amenities, has the potential for growth, the size and location are excellent

Goals to establish;

- a) Committee to work for this goal
- b) Locations that will work the best for the youth and families that include amenities such as washrooms
- c) Plan for the park, what will it need, what do the Skateboard/ scooter kids think
- d) Should it have a bike/BMX park near it
- e) Estimates for Skatepark
- f) Proposal to present to council, before end of November to establish seed funding for this venture
- g) Need Funding sources for replacement
- h) Need an established society to apply for Grants when the group has some money to start with

Our second meeting will be held on November 22 at the Station.

5. November 15-16, Denelle and I attended "Aquatic Management Training" in Calgary, items covered included;

- a) Safety and supervision
- b) Alberta Pool Standards
- c) The Employment Act
- d) Industry Best Practices
- e) Incident reporting
- f) Position analysis
- g) Inservice training
- h) Mentorship and leadership
- i) Signage
- j) Who's at fault when there's an incident

This course outlined the areas which we are doing well at, and also brought to attention the areas where we need to put more effort into, and upgrade.

November 17, Jillian and I attended the Aquatics Forum in Calgary, points of interest;

- a) Critical Incident Stress Management, (*a plan needs to be developed for Town of Claresholm*). We will be bringing this up with the Health and Safety Committee
- b) World Drowning Prevention Conference in Vancouver, October 17-19
- c) Canadian drowning prevention plan, with 4 supporting strategies
- d) Watersmart education during public swims
- e) Bronze courses as a credited program with schools
- f) Aquatic Facility Signage, *Pictures, that are universal without language or age a barrier. CAC is in need of new signage, has been 11 years*
- g) Aquatic Facility Safety Standards, update

6. Promotional material will be available for the Snow Pitch Tournament at the Winter Festival in December. Kris Cope has agreed to help facilitate this.

7. Pickleball is being hosted at the West Meadow Elementary school Thursday evenings from 7-9pm. Irene Leeds is the contact. This program is sponsored by the Town of Claresholm



Claresholm

UTILITY SERVICES REPORT



NOV 2017

3700 8th Street West

Work# 1-403-625-3100

brad.burns@claresholm.com

Box 1000 TOL-OTO

Cell # 1-403-625-1687

www.claresholm.ca

Claresholm, Alberta

Fax # 1-403-625-3869

Utility Services Manager, Brad Burns

SUMMARY

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

- Regional Water Treatment Plant.....pg. 3, 4, 5

- Pumping Stations and Reservoirs.....pg. 5, 6

- Water Distribution.....pg. 7

- Lagoon and Waste Water Collection.....pg. 8

- Raw Water Supply.....pg. 9

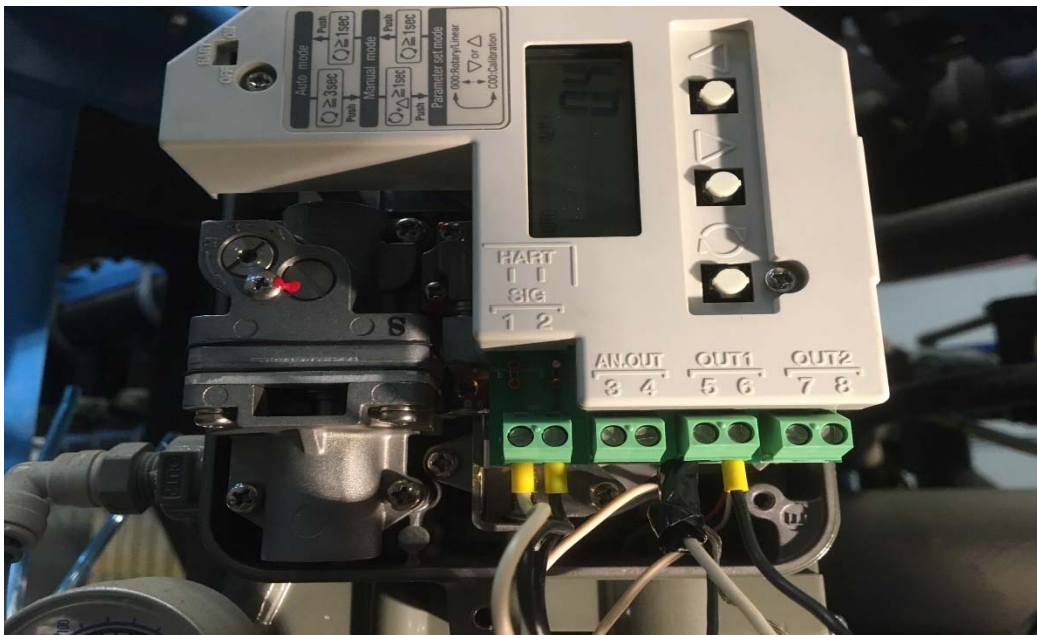
REGIONAL WATER TREATMENT PLANT

MAINTENANCE

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

- Oct 30th CO2 tank gauge issue communications with PRAXAIR for onsite visit.
- Oct 31st check dial out alarms (phone, email and text).
- Oct 31st check WTP roof condition following multiple days of high winds.
- Nov 1st change battery in lab UPS.
- Nov 1st MPE online checking dial out PLC command alarm issue.
- Nov 1st replace sump pump in Porta Cool unit.
- Nov 1st PALL contact to discuss Health Check recommended upgrades and quotes.
- Nov 3rd BMS heating issue in Co2 room, replace space heater and check radiant heater valve operation.
- Nov 3rd Clear Water Controls onsite for yearly chlorine room inspection and maintenance.
- Nov 8th check compressor room exhaust fan and louvers.
- Nov 9th plow snow in WTP yard.
- Nov 9th compressor room air dryer general fault (Charlton & Hill contacted for service).
- Nov 10th PALL rack #1 main feed flow control actuator fail. Contact PALL and other valve suppliers for replacement (rack #1 disabled).

PALL Rack Feed Flow Actuator



- Nov 11th coagulant feed fail alarm (check pump tube and suction line).
- Nov 11th check PALL rack #2 production.
- Nov 14th Clear Water Controls onsite to complete chlorine room service and inspect WTP, HPS and Meter Vault backflow preventers.
- Nov 15th replaced PALL rack #1 main feed flow valve actuator with PALL rack #1 excess flow actuator. PALL rack #1 back online (order 2 actuators from PALL).
- Nov 15th mix chemical batch for rack EFM clean.
- Nov 15th mix chemical batch for rack CIP clean.
- Nov 17th CIP PALL membrane rack clean.
- Nov 17th drain and rinse CIP room tanks.
- Nov 17th Charlton & Hill onsite for compressor room air dryer repair and HPS air dryer inspection.
- Nov 17th clean and calibrate all online meters.
- Nov 20th check raw water inline chemical flash mixer oil and bearing.
- Nov 20th test backup generator.

ALBERTA ENVIRONMENT AND PARKS REQUIRMENTS

- Daily lab testing of treated water as per the approval in accordance with schedule 2&3.
- Distribution samples for free chlorine residual throughout town.
- Oct 4th Trihalometanes (THM's) delivered to EXOVA labs.
- Oct 10th AEP drinking water specialist onsite to discuss cyanobacteria safe operating procedure (SOP).

SAFETY

- Monthly check fire extinguisher inspection (all buildings).
- Nov 1st safety meeting at town shop with public works employees.
- Nov 1st onsite safety meeting
- Nov 2nd test chlorine alarm sensor email, text message and call out.
- Nov 17th check eye wash and shower stations.
- Nov 17th check emergency lighting.

MEETINGS

- Sept 28th management training golf course meeting room.
- Oct 2nd capital budget meeting.
- Nov 2nd management training with George Cuff.
- Nov 16th golf course water needs assessment meeting.

INSTRUMENTATION

- Nov 9th calibrate lab equipment.
- Nov 17th calibrate online carbon dioxide (Co2) detector.

CHEMICAL

- Nov 2nd check sodium hypochlorite transfer pump tube and stings.

- Nov 2nd change chlorine bottles and test CL2 call out alarm system.
- Nov 8th transfer sodium hypochlorite.
- Nov 17th transfer 50% citric acid to CIP room day.

Chlorine Bottle Change



PUMPING STATIONS AND RESERVOIRS

HIGHWAY PUMP STATION

- Nov 15th MPE onsite to work on HPS to UFA reservoir communication and replace SCADA links.

SCADA Link That Controls UFA & HPS Reservoir Levels



- Nov 17th Charlton & Hill onsite for air dryer inspection.
- Nov 20th test backup generator.

AIRPORT PUMP STATION

- Nov 15th test backup Chrysler.

UFA RESERVOIR

- Overflow ditch is clear of debris.
- Nov 20th check telemetry equipment, man holes and repair sump pump to control reservoir leak.

WEST WATER PLANT (decommissioned)

- No signs of trespassing.
- Building and fences are secure.

West Water Plant Building



WATER DISTRIBUTION

UNIVERSAL METERING

- Monthly meter reading as requested by the office.
- Replace/check ERT's and inspected meters as requested by office.
- Oct 31st pick up used hand held battery and meter tail pieces at METERCORE.

- Oct 31st change batteries and check ERT at General Hospital AQUA Master meter.

GOVERNMENT COMPLIANCE

6 Bacteriological samples have currently been taken for September within the town's distribution system showing no Total Coliforms or E coli. Samples are ongoing and to date have had no issues.

- Free chlorine checked at numerous locations around outer town limits meet.
- Nov 6th contact from AEP inspector to discuss yearly inspection and updated water license process.

TOWN OF GRANUM/SUPPLY LINE

- No issues.

METER VAULTS

- Check acreage meter vault bi-weekly.
- Check Granum meter vault bi-weekly.
- Check booster station vault weekly. Oct 30th check sump pump.

DISTRIBUTION LINES

- Nov 7th flush West Water Co-op line and chlorine residual and turbidity.

LAGOON AND WASTE WATER COLLECTION

HARVEST SQUARE LIFT STATION

- Oct 5th install new fan motor in electrical cabinet.
- Nov 20th test backup generator (no issues).
- Nov 20th check electrical components and pumps.

LAGOONS

- Sept 27th power outage, FORTIS onsite replacing barrel fuse on pole across from airport.
- Oct 2nd notify down steam Willow Creek users of lagoon release.
- Oct 2nd power outage due to storm. Generator ran with no issues until FORTIS was able to fix issue.
- Oct 10th public works onsite with sewer truck flushing problem manhole to increase flow between facultative cells.
- Oct 16th open valve on out fall line to Willow Creek.
- Nov 6th shut valve on outfall line to Willow Creek.
- Nov 20th test backup generator (no issues).

RAW WATER SUPPLY

PINE COULEE

- Oct 6th turn off Glimsdale raw water turnout and pump vault (leak on ball valve, public works to install curb stop).
- Nov 20th check Pine Coulee level and supply line.

RAW WATER STORAGE RESERVOIR

- Nov 13th stop filling onsite raw water reservoir
- Nov 15th test onsite raw water reservoir valve FVC 1221 from Pine Coulee.

GOLF COURSE

- Backwash water from process continues through the neutralization system to the holding ponds.



INFORMATION BRIEF

Meeting: November 27, 2017

Agenda Item: 15

COUNCIL RESOLUTION STATUS

Regular Scheduled Meeting - September 11, 2017				
18	IN CAMERA: Moved by Councillor Cutler to lease the non-operating west water treatment plant lands located at a portion of: NE Section 23, Township 12, Range 28, Meridian 4 SE Section 26, Township 12, Range 28, Meridian 4 to Stuart Derochie for grazing. CARRIED MOTION #17-101	Brad/Tara	Stuart to present ideas/ possible scenarios to Council in the future (when he is available/ possible spring)	Complete
Regular Scheduled Meeting - October 10, 2017				
Last meeting of 2013-2017 Council				
Regular Scheduled Meeting - November 14, 2017				
8	CORRES: Chamber of Commerce - Moved by Councillor Zimmer to allow the Claresholm & District Chamber of Commerce to use the downtown parking lot for the Old Fashioned Christmas event on December 1, 2017 and to allow a bonfire in the downtown parking lot (weather permitting). CARRIED MOTION #17-115	Karine/Mike	Letter sent & arrangements made	Complete
9	CORRES: The Bridges at Claresholm Golf Club - Moved by Councillor Courage to write a letter of support for the Bridges at Claresholm Golf Club's application to the Community Facility Enhancement Grant for the purpose of making upgrades to the clubhouse. CARRIED MOTION #17-116	Karine	Letter sent	Complete
10	CORRES: Claresholm Skating Club - Moved by Councillor Schulze to support the Claresholm Skating Club's Canada 150 Skating Day on Sunday, December 10, 2017 by waiving the ice fees for the event in the amount of \$150. CARRIED MOTION #17-117	Karine Marianna	Letter sent	Complete
11	RFD: Committee Structure - Moved by Councillor Moore to approve the addition of the three committees as proposed to the Standing Board & Committee Appointments, and to appoint the following members of Council: <ul style="list-style-type: none"> • Councillors Courage and Carlson to the Joint Economic Development Initiative, • Councillor Schulze to the Lethbridge College Advisory Council, • Councillors Schlossberger and Zimmer to the Emergency Management Advisory Committee. CARRIED MOTION #17-118	Karine	Listing updated, letters sent to MD Willow Creek & Lethbridge College	Complete
12	RFD: AMWWP Grant Application - Moved by Councillor Courage to request funding through the AMWWP grant program for the SCADA upgrade to the VTSCADA system (Option 2) and direct Administration to prepare a letter of request to AMWWP on the Town's behalf. CARRIED MOTION #17-119	Blair/Brad	Received updated quotes from MPE. Will be updating and sending application in prior to Nov 30, 2017	In progress

13	RFD: ALARIE Asset Payout - Moved by Councillor Courage to transfer the ALARIE asset distribution funds received in the amount of \$41,867 to the General Capital Reserve Fund. CARRIED MOTION #17-120	Blair	Accounting entry has been made to move these funds to General Capital Reserve	Complete
14	RFD: Modularity at West Meadow Elementary School - Moved by Councillor Carlson to enter into a five-year lease agreement with Livingstone Range School Division for the use of the modular building at the West Meadow Elementary School for the Claresholm Childcare Society before and after school program. CARRIED MOTION #17-121	Tara	Agreement sent to LRSD for execution	Complete
15	RFD: Virtual Museum Grant Project - Moved by Councillor Moore to approve the out of budget expenditure for the RCAF Virtual Museum Project in the amount of \$9,985 that is to be 100% funded by grant through the Canadian Museum of History. CARRIED MOTION #17-122	Blair	Museum ED informed and Note made on Museum Financial Report regarding approval for overbudget rev. / exp.	Complete
16	RFD: CARES Grant - Land Study - Moved by Councillor Courage to apply to the CARES grant program in the amount of \$175,000 for the Industrial Development Studies and refer the matching portion of the grant program to budget discussions. CARRIED MOTION #17-123	Tara/Justin	Application being prepared for submission prior to the November 30th deadline	In progress
17	RFD: Closure of 59th Avenue West for Winter Festival - Moved by Councillor Schulze to close 59th Avenue from the 8th Street West intersection to the 4th Street West intersection to public traffic from 7am to 7pm on Saturday, February 10, 2018, for the Claresholm Winter Festival. CARRIED MOTION #17-124	Karine/Mike/ Jason	Letter sent	Complete
18	RFD: Southern Alberta Summer Games Administrator Contract - Moved by Councillor Zimmer to continue the Service Agreement for the Southern Alberta Summer Games Administrator position on an annual basis with the municipalities in the MD of Willow Creek in 2018, to be revisited annually by Administration. CARRIED MOTION #17-125	Karine	Letters sent, agreement to be signed	In progress
19	RFD: Southern Alberta Summer Games - Moved by Councillor Moore to write a letter to the Southern Alberta Recreation Association stating that the Town of Claresholm would like to host the Southern Alberta Summer Games in Claresholm in 2021 rather than the 2020 Games as previously requested. CARRIED MOTION #17-126	Karine	Letter sent	Complete
20	RFD: Direction: Livestreaming of Council Meetings - Council directed Administration to proceed with setting up livestreaming of Council meetings.	Blair/Justin	Equipment to set up live streaming has been purchased. Required cables are on back order. Hoping to have everything in place for Dec. council meeting	In progress
27	IN CAMERA: Committee Appointments - Nine motions were made appointing members-at-large to the various boards & committees.	Karine	Letters sent	Complete

PREPARED BY: Karine Wilhauk, Finance Assistant

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: November 24, 2017

INFORMATION ITEMS



MUNICIPAL PLANNING COMMISSION MINUTES

September 15, 2017
Town of Claresholm – Council Chambers

Item 2: ACTION

DEVELOPMENT PERMIT

File: D2016.065
Applicant: New Horizon Homes
Owner: 1383223 Alberta Ltd
Address: 2 Skyline Cres
Legal: Lot 15, Block 63, Plan 0110064
Regarding: Time extension application – Change in use
vacant to assisted living

**Motion to approve
by Councillor Cutler**

**Seconded by
Councillor Ford**

CARRIED

Item 3: IN CAMERA

**Motion to go in camera
by Councillor Ford**

**Seconded
by Councillor Cutler**

CARRIED

**Motion to come out of in
camera by Councillor Cutler**

**Seconded
by Councillor Cutler Ford**

CARRIED

8:40 a.m.

**Motion to Adjourn
By Councillor Cutler**



MUNICIPAL PLANNING COMMISSION MINUTES

November 10, 2017
Town of Claresholm – Council Chambers

Attendees: Brad Schlossberger - Council Member (Chairperson)
Doug MacPherson – Mayor
Donna Courage - Council Member
Sharon Galbraith - Member-at-Large
Jeff Kerr – Member-at-Large (Vice-Chairperson)

Staff: Tara VanDellen – Development Officer
Darlene Newson – Infrastructure Admin Assistant

Public Present: Philip Fraser

9:26 a.m.	Call to Order /Adoption of Agenda	Motion to adopt Agenda by Jeff Kerr CARRIED
------------------	--	--

Adoption of Minutes

- September 15, 2017

**Motion to adopt the
Meeting Minutes
by Jeff Kerr**

**Seconded by
Sharon Galbraith**

CARRIED

Item 1: ACTION

DEVELOPMENT PERMIT

File: D2017.099
Applicant: Philip Fraser
Owner: Philip & Kelly Fraser
Address: 45 Westlynn Spur
Legal: Lot 57, Block 1, Plan 0610901
Regarding: Development Permit Application: Variance
to side & rear yard setback dimension – for small
accessory building (124 sq. ft. shed)

**Motion to approve
with conditions
by Jeff Kerr**

**Seconded by
Councillor Courage**

CARRIED

Item 2: INFORMATION

DEVELOPMENT STATS (to Nov 6, 2017)

Taken for information



MUNICIPAL PLANNING COMMISSION MINUTES

November 10, 2017
Town of Claresholm – Council Chambers

Item 3: IN CAMERA

LAND USE BYLAW AMENDMENTS

MGA Section (2.1) A municipal planning commission, subdivision authority, development authority or subdivision and development appeal board established under Part 17 may deliberate and make its decisions in meetings closed to the public.

**Motion to go in camera
by Mayor MacPherson**

**Seconded
by Jeff Kerr**

CARRIED

**Motion to come out of in
camera by Jeff Kerr**

**Seconded
by Sharon Galbraith**

CARRIED

10:10 a.m.

**Motion to Adjourn
By Mayor MacPherson**

Minutes of the Physician Recruitment & Retention Committee

Date: May 5, 2016

Called to Order: 7:05 PM

Attendees: Dr. Jeff Jones, Rob Steel, John Connor, Mike Cutler, Cindee Schlossberger

Minutes approved by Rob Steel – carried

Current Status of Physicians Practicing in Clinic:

The 5 doctors we currently have are all settled and doing well.

Status of Physician recruitment:

Dr Dempsey will begin practice at the clinic on July 4th, 2016

Locums- approval of housing costs:

Rob Steel moved to pay out the Locum costs to the end of June, 2016 for the amount of \$3,350.00 Seconded by Mike Cutler, all in favor – carried

Rob Steel moved to eliminate the practice to pay for Locum accommodations as of July 1, 2016. Seconded by John Connor – all in favor – carried.

Budget Committee Report:

Cindee was advised by Simon (Director of Corporate Services for the Town of Claresholm) that there was \$36,004.16 reserve from 2014 and a reserve of \$15,800.00 from 2015. With the reserve from 2014 & 2015 plus the 2016 budget there is a total of \$86,304.16 available.

Housing expenses for Dr Low and Dr Dempsey will be:

2016:	\$27,000.00
2017:	\$28,500.00
2018:	\$9,000.00

As of May 2016 total left to be paidout:

\$60,000.00	to physicians
<u>\$3,350.00</u>	Locum Accommodations
\$63,350.00	

(Plus golf or swimming passes as requested.)

It was agreed that both physicians have access to either a golf pass or a swimming pass each year until their funding is finished.

It was discussed that once we are done funding Dr Dempsey we will no longer require the Recruitment and Retention Committee.

No new Business

Next Meeting – no meeting scheduled

Adjournment: 7:46 PM



OLDMAN RIVER REGIONAL SERVICES COMMISSION

MINUTES - 4 (2017)

EXECUTIVE COMMITTEE MEETING

Thursday, May 11, 2017 at 7:00 p.m.

ORRSC Boardroom (3105 - 16 Avenue North, Lethbridge)

EXECUTIVE COMMITTEE:

Gordon Wolstenholme - Chair
Henry Van Hierden - Vice-Chair
Don Anderberg
Jim Bester

Bill Chapman
Tom Rose (absent)
Barry Johnson

STAFF:

Lenze Kuiper - Director

Barb Johnson - Executive Secretary

AGENDA:

- 1. Approval of Agenda - May 11, 2017
2. Approval of Minutes - April 13, 2017 (attachment)
3. Business Arising from the Minutes
4. New Business
(a) ORRSC Shared Services and Member Utilization Draft Letter (attachment)
(b) Alberta Community Partnership Resolution (attachment)
(c) CPAA Conference Report
(d) New Staff
(e) Subdivision Activity 2017 (attachment)
(f) Fee For Service Update (attachment)
(g) Summer Executive Committee Meeting Date
5. Accounts
(a) Office Accounts - April 2017 (handout)
(b) Financial Statements -
(i) January 1 - January 31, 2017 (handout)
(ii) January 1 - February 28, 2017 (handout)
(iii) January 1 - March 31, 2017 (handout)
6. Director's Report
7. Executive Report
8. Adjournment

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

1. APPROVAL OF AGENDA

Moved by: Don Anderberg

THAT the Executive Committee approve the agenda, as amended:

ADD: 5(b) Financial Statements (January, February and March 2017) **CARRIED**

2. APPROVAL OF MINUTES

Moved by: Henry Van Hierden

THAT the Executive Committee approve the minutes of April 13, 2017, as presented. **CARRIED**

3. BUSINESS ARISING FROM THE MINUTES

- None.

4. NEW BUSINESS

(a) ORRSC Shared Services and Member Utilization Draft Letter

- The draft letter presented at the last meeting has been reworked and simplified incorporating Committee members' comments. Jim Bester suggested that an introductory paragraph be added to explain reasons why the letter is being sent. A hard copy of the final letter will be addressed to the Mayor/Reeve, Council and Administration of all member municipalities. The letter will also be handed out at the upcoming Board of Directors' meeting on June 1 and its importance reinforced with Board members.

Moved by: Barry Johnson

THAT the Executive Committee accept the draft letter with the proposed addition, to be circulated to the Mayor/Reeve, Council and Administration of all member municipalities, as well as handed out at the June 1, 2017 Board of Directors' meeting. **CARRIED**

(b) Alberta Community Partnership Resolution

- Parkland Community Planning Services and its partners:

Oldman River Regional Services Commission
Mackenzie Municipal Services Agency
Palliser Regional Municipal Services
West Central Planning Agency

have been approved to receive a \$500,000 Alberta Community Partnership Grant for the project: *Guidebook for Preparing a Municipal Development Plan*.

- As manager of the project, Parkland Community Planning Services requires ORRSC to pass the following resolution:

“Be it resolved:

1. That we authorize the Oldman River Regional Services Commission to participate in an application for the preparation of municipal development plan (MDP) guidance materials made by Parkland Community Planning Services under the Strategic Initiatives Component of the Alberta Community Partnership Program, further
2. That the Oldman River Regional Services Commission, a participant, agrees that Parkland Community Planning Services will be the managing partner for the project.”

Moved by: Jim Bester

THAT the Executive Committee authorize the Chair and Director to sign the above resolution for participation in the Alberta Community Partnership Grant Project. **CARRIED**

(c) CPAA Conference Report

- Four members of the Executive Committee attended the CPAA Conference in Red Deer on May 1-3, 2017 (Gordon Wolstenholme, Henry Van Hierden, Jim Bester, Bill Chapman) and each reported on the various topics discussed which included: gravel, marihuana, Bill 8 and Modernized MGA, Intermunicipal Collaborative Frameworks, etc.

(d) New Staff

- Yueu Majok began working on May 1 as CAD/GIS Technologist, replacing Steven Ellert who is retiring.
- Jennifer Maxwell, Subdivision Technician, returned May 1 after a one-year maternity leave.

(e) Subdivision Activity 2017

- 66 subdivision applications were received in the first four months of this year, with subdivision revenues totalling \$124,917.50. ORRSC will be revisiting our subdivision fees in the near future when the new step of deeming the application complete comes into effect.

Moved by: Bill Chapman

THAT the Executive Committee accept the Subdivision Activity 2017, as information. **CARRIED**

(f) Fee For Service Update

- The Fee For Service 2017 updated April 28 was reviewed. The Director is working on getting a more up-to-date way of reporting current projects, as well as a time schedule for all the plans that will have to be completed in the next few years so municipalities will know where they are in the queue.

Moved by: Don Anderberg

THAT the Executive Committee accept the Fee For Service Update, as information. **CARRIED**

(g) Summer Executive Committee Meeting Date

- The summer Executive Committee meeting will be held on Thursday, July 13, 2017. There will not be a meeting in August.

5. ACCOUNTS

(a) Office Accounts – April 2017

5150	Staff Mileage	B. Brunner.....	\$ 37.50
5150	Staff Mileage	S. Johnson (March - April)	78.50
5151	Vehicle Gas & Maintenance	S. Johnson (March - April)	118.92
5320	General Office Supplies	S. Johnson (March - April)	46.97
5530	Coffee & Supplies	S. Johnson (March - April)	101.85
5280	Janitorial Services	Madison Ave Business Services	425.00
5320	General Office Supplies	Madison Ave Business Services	9.12
5310	Telephone	Bell Mobility	654.84
5310	Telephone	Shaw Cablesystems	494.65
5320	General Office Supplies	Purolator	91.38
5320	General Office Supplies	Supreme Basics	180.00
5380	Printing & Printing Supplies	Lethbridge Mobile Shredding	23.00
5380	Printing & Printing Supplies	Peak Vocational Services	90.00
5430	Aerial Photos & Maps	Lethbridge County	250.00
5440	Land Titles Office	Minister of Finance	1,822.00
5490	Consultants	MPE Engineering	4,407.00
5500	Subdivision Notification	Postmedia Network	174.00
5500	Subdivision Notification	Lethbridge Herald	309.68
5570	Equipment Repairs & Maintenance	Xerox Canada	752.88
5580	Equipment & Furniture Rental	Pitney Bowes	330.45
1160	GST Receivable	GST Receivable	429.37
		TOTAL	<u>\$10,827.11</u>

Moved by: **Henry Van Hierden**

THAT the Executive Committee approve the Office Accounts of April 2017 (\$10,827.11), as presented. **CARRIED**

(b) Financial Statements –

(i) **January 1 - January 31, 2017**

(ii) **January 1 - February 28, 2017**

(iii) **January 1 - March 31, 2017**

Moved by: **Jim Bester**

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

January 1 - January 31, 2017

January 1 - February 28, 2017

January 1 - March 31, 2017

CARRIED

6. DIRECTOR'S REPORT

- The Director reported on his activities since the last Executive Committee meeting.

7. **EXECUTIVE REPORT**

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


8. **ADJOURNMENT**

- There will be no Executive Committee meeting in June 2017.

Moved by: Bill Chapman

THAT we adjourn the regular meeting of the Executive Committee of the Oldman River Regional Services Commission at 8:30 p.m. until **Thursday, July 13, 2017 at 7:00 p.m.** **CARRIED**

/bj

CHAIR: 



OLDMAN RIVER REGIONAL SERVICES COMMISSION

MINUTES - 5 (2017)

EXECUTIVE COMMITTEE MEETING

Thursday, September 7, 2017 at 5:00 p.m.

ORRSC Boardroom (3105 - 16 Avenue North, Lethbridge)

EXECUTIVE COMMITTEE:

Gordon Wolstenholme - Chair (absent) Bill Chapman (absent)
Henry Van Hierden - Vice-Chair Tom Rose
Don Anderberg (absent) Barry Johnson (absent)
Jim Bester

STAFF:

Lenze Kuiper - Director Barb Johnson - Executive Secretary

AGENDA:

- 1. Approval of Agenda - September 7, 2017
2. Approval of Minutes - May 11, 2017 (attachment)
3. Business Arising from the Minutes
4. New Business
(a) Alberta Environment Letter and Meeting (attachment)
(b) Modernized MGA Plan Requirements Update (attachment)
(c) Assessment Review Board Update
(d) Tree Removal (attachment)
(e) Coalhurst Development Officer Service (attachment)
(f) Subdivision Activity 2017 (attachment)
(g) Fee For Service (attachment)
5. Accounts
(a) Office Accounts -
(i) May 2017 (attachment)
(ii) June 2017 (attachment)
(iii) July 2017 (handout)
(b) Financial Statements -
(i) January 1 - April 30, 2017 (attachment)
(ii) January 1 - May 31, 2017 (attachment)
(iii) January 1 - June 30, 2017 (attachment)
(iv) January 1 - July 31, 2017 (handout)
6. Director's Report

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

VICE-CHAIR HENRY VAN HIERDEN CALLED THE MEETING TO ORDER AT 5:15 P.M.

As a quorum was not present, those in attendance reviewed and discussed agenda items and made recommendations to the Executive Committee. Meeting minutes will be forwarded to each Executive Committee member and ratified at the next Executive Committee meeting.

1. APPROVAL OF AGENDA

Recommended by: Tom Rose

THAT the Executive Committee approve the agenda of September 7, as amended:

- ADD: 5(a)(iii) Office Accounts – July 2017
- 5(b)(iv) Financial Statements – January 1 - July 31, 2017

2. APPROVAL OF MINUTES

Recommended by: Tom Rose

THAT the Executive Committee approve the minutes of May 11, 2017, as presented.

3. BUSINESS ARISING FROM THE MINUTES

- None.

4. NEW BUSINESS

(a) Alberta Environment Letter and Meeting

- In February 2016, ORRSC sent a letter to Shannon Phillips (Minister of Alberta Environment & Parks) requesting an update on the status of the Flood Hazard Identification Program and the timelines for studies on the rivers and creeks in southern Alberta. We received a response in June 2017 apologizing for the delay (they had just found the letter which had been misplaced) and advised that our request will be taken under consideration during the prioritization process as part of the provincial Flood Hazard Identification Program.
- Nancy Morrison, Ministerial Assistant to the Minister, visited the office and met with Lenze, Gavin and Bonnie to discuss the Flood Hazard Identification Program, etc. Lenze will try to set up a meeting with the Minister sometime this fall.

(b) Modernized MGA Plan Requirements Update

- In order to determine the amount of work ORRSC has upcoming in the next few years to comply with ALSA and the SSRP, two spreadsheets are being developed – one lists Land Use Bylaws and Intermunicipal Development Plans, and the other lists Municipal Development Plans. A total of approximately 105 plans will have to be either reviewed and updated or a new one completed. Timelines for completion have not been entered on the spreadsheet yet.

(c) Assessment Review Board Update

- A total of nine tax assessment appeals spread out over several municipalities have been received: two commercial and 7 residential. We provided a quote to the Town of Taber for two additional CARB appeals with tight timelines, but haven't heard back from them yet. Hearings will begin October 19 using Board members from a pool of approximately 12 trained members.

(d) Tree Removal

- In the evening of June 8, a storm passing through Lethbridge uprooted one of ORRSC's large poplar trees and fell toward the west, blocking 31 Street. Because the tree was planted on the boulevard, city crews removed it at no cost. The remaining trees have been assessed and it was determined they should all be removed to avoid a similar incident and to stop the roots from coming up through the parking lot pavement. A quote of \$14,500 to remove the four poplar trees, one apple tree, grind six stumps, and prune the shrubs was obtained. Preferably the work will be done this fall, within the current budget.
- Quotes to redo pavement in both front and back parking lots have come in from \$100,000 to \$160,000. Although this issue will need to be addressed in the future, the trees should be removed before any pavement work takes place.

(e) Coalhurst Development Officer Service

- ORRSC provided Development Officer services to the Town of Coalhurst for the last seven years on a temporary basis. They have now hired Leda Kozak Tittsworth from our staff full-time for the position and sent a letter of appreciation for providing the service.

(f) Subdivision Activity 2017

- 139 subdivision applications were received in the first eight months of the year, with subdivision revenues totalling \$241,855. ORRSC will be increasing the subdivision fee once the new MGA comes into play as there will be additional steps required in the application process. Target for this year is \$305,000 but we estimate closer to \$330,000 will be achieved.

(g) Fee For Service

- A number of outstanding projects currently in progress are listed (quote less payments = \$313,733.32). Values from the Fee for Service handout will be transferred to the previous spreadsheets [see 4(b)].

5. ACCOUNTS

(a) Office Accounts

(i) May 2017

5160	Staff Field Expense	B. Johnson	\$	54.62
5170	Staff Conference & Area	APPI		28.00
		R. Dyck - Lethbridge - "Implementing the Vision" - April 20/17 - registration fee		
4140	Approval Fees	Jones Geomatics		125.00
5265	Utilities	City of Lethbridge.....		673.94
5280	Janitorial Services	Madison Ave Business Services.....		475.00

5285	Building Maintenance	Westburne.....	96.60
5285	Building Maintenance	Zora Marcic.....	100.00
5310	Telephone	Bell Mobility.....	655.44
5310	Telephone	DRC Communication	135.00
5310	Telephone	DRC Communication	289.00
5590	Equipment & Furniture Purchases	DRC Communication	410.00
5320	General Office Supplies	Desjardin Card Services	87.49
5320	General Office Supplies	Desjardin Card Services	159.98
5380	Printing & Printing Supplies	Desjardin Card Services	163.08
5330	Dues & Subscriptions	Vauxhall Advance	22.00
5330	Dues & Subscriptions	Westwind Weekly.....	35.00
5330	Dues & Subscriptions	Claresholm Local Press.....	38.10
5380	Printing & Printing Supplies	Paramount Printers.....	70.00
5390	Graphic & Drafting Supplies	Digitex.....	3,332.00
5390	Graphic & Drafting Supplies	Digitex.....	363.90
5390	Graphic & Drafting Supplies	Digitex.....	106.00
5420	Accounting & Audit Fees	KPMG	9,370.00
5430	Aerial Photos & Maps	County of Newell.....	250.00
5460	Public Relations	Steven Ellert.....	300.00
5470	Computer Software	Autodesk.....	3,200.00
5570	Equipment Repairs & Maintenance	PitneyWorks.....	119.98
1160	GST Receivable	GST Receivable	981.37
		TOTAL	<u>\$21,641.50</u>

(ii) June 2017

5150	Staff Mileage	B. Brunner	\$ 52.00
5150	Staff Mileage	S. Johnson (April - June)	99.00
5160	Staff Field Expense	S. Johnson (April - June)	13.05
5320	General Office Supplies	S. Johnson (April - June)	103.82
5330	Dues & Subscriptions	S. Johnson (April - June)	120.00
5530	Coffee & Supplies	S. Johnson (April - June)	103.07
5160	Staff Field Expense	Petty Cash (meals - C. Klassen)	41.64
5320	General Office Supplies	Petty Cash (platter, gloves, plunger)	32.35
5350	Postage & Petty Cash	Petty Cash (Canada Post)	28.02
5530	Coffee & Supplies	Petty Cash (cream)	7.72
4140	Approval Fees	Chris Bourassa	106.73
4140	Approval Fees	Jones Geomatics	200.00
5310	Telephone	Bell Mobility	690.04
5310	Telephone	Shaw Cablesystems	269.14
5320	General Office Supplies	Paramount Printers	24.00
5320	General Office Supplies	Desjardin Card Services	242.19
5380	Printing & Printing Supplies	Desjardin Card Services	163.77
5320	General Office Supplies	Desjardin Card Services	62.11
5330	Dues & Subscriptions	Municipal World	89.10
5330	Dues & Subscriptions	Professional Standards Board	375.00
5380	Printing & Printing Supplies	Lethbridge Mobile Shredding	23.00
5440	Land Titles Office	Minister of Finance	414.00

5460	Public Relations	The Engravers	10.00
5470	Computer Software	Digitex	17,425.00
5490	Consultants	MPE Engineering	1,172.00
5500	Subdivision Notification	Lethbridge Herald	1,083.88
5570	Equipment Repairs & Maintenance	Xerox	771.11
5580	Equipment & Furniture Rentals	Pitney Bowes	297.12
1160	GST Receivable	GST Receivable	<u>1,149.09</u>
		TOTAL	<u>\$25,167.95</u>

(iii) July 2017

5150	Staff Mileage	M. Burla	\$ 253.50
5280	Janitorial Services	Madison Ave Business Services	475.00
5310	Telephone	Bell Mobility	694.84
5320	General Office Supplies	Best Buy	39.99
5320	General Office Supplies	Desjardin Card Services	196.86
5380	Printing & Printing Supplies	Desjardin Card Services	204.96
5350	Postage & Petty Cash	Postage by Phone	2,000.00
5380	Printing & Printing Supplies	Lethbridge Mobile Shredding	23.00
5440	Land Titles Office	Minister of Finance	628.00
5500	Subdivision Notification	Lethbridge Herald	464.52
5531	GIS Grant	Geodesy Group Inc.	143,900.00
5570	Equipment Repairs & Maintenance	Xerox Canada	1,063.19
1160	GST Receivable	GST Receivable	<u>7,358.09</u>
		TOTAL	<u>\$157,301.95</u>

- Geodesy Group Inc. is the company that flew the orthophotos this year (\$143,900). These will be loaded onto the GIS in the next few weeks.

Recommended by: Jim Bester

THAT the Executive Committee approve the Office Accounts of May (\$21,641.50), June (\$25,167.95) and July (\$157,301.95) 2017, as presented.

(b) Financial Statements –

- (i) January 1 - April 30, 2017**
- (ii) January 1 - May 31, 2017**
- (iii) January 1 - June 30, 2017**
- (iv) January 1 - July 31, 2017**

Recommended by: Tom Rose

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

- January 1 - April 30, 2017
- January 1 - May 31, 2017
- January 1 - June 30, 2017
- January 1 - July 31, 2017

6. DIRECTOR'S REPORT

- The Director has been involved in the preparation of a Municipal Development Plan Guidebook. A draft was provided to the province and a focus group consisting of CAOs from Stavely, Arrowwood/Milo and Magrath was held. This part will be ready October 16 and the second part (case studies on what is required for an MDP) has a January 2018 deadline.
- A solar group came in to do a presentation to planners.
- The Director will go over some budgeting items at the Board meeting tonight. GIS fees need to be raised 1-2% to cover the costs of a new server and to replace lost revenue from Rocky Mountain House.
- We are currently in the process of scanning all the subdivision files to be linked to the GIS.

7. EXECUTIVE REPORT

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

8. ADJOURNMENT

Recommended by: Henry Van Hierden

THAT we adjourn the regular meeting of the Executive Committee of the Oldman River Regional Services Commission at 6:20 p.m. until **Thursday, October 12, 2017 at 7:00 p.m.**

/bj

CHAIR:



From: Grove, John [<mailto:John.Grove@AltaLink.ca>]
Sent: Monday, November 20, 2017 1:35 PM
To: Grove, John
Subject: AltaLink Update: Transmission Cost Initiatives See Albertans Saving Millions of Dollars

Dear Municipal Stakeholders:

On behalf of all of us at AltaLink I want to take this opportunity to wish you and yours a safe and enjoyable holiday season. I would also like to share with you some important news about more cost saving measures we are taking as a transmission company to ensure affordable electricity rates for our customers today and in the years ahead. Please feel free to pass this information along to other Councillors and the Municipal Staff.

As Alberta's economy continues to recover, we understand energy costs cannot be a barrier to business growth and sustainability. Ensuring the price of electricity is affordable for our customers – be they residential, small business or large industrials -- is an important driver to our province's economic viability.

At AltaLink, we're committed to doing our part with respect to the transmission portion of Albertan's energy bills. In September, we concluded an agreement between AltaLink and the customer groups representing Alberta's industrial and residential electricity consumers that will save Albertans more than \$50 million during 2017 and 2018. Approved by the Alberta Utilities Commission (AUC), this agreement is the first negotiated settlement between an Alberta transmission company and its customers. Combined with the previously approved \$600 million in rate relief, AltaLink has introduced cost savings to Albertans totaling more than \$650 million between 2015 and 2018.

And there's more good news. AltaLink's CEO, Scott Thon, recently announced that we will **hold our transmission rates flat for the next five years** – that is to say the rates negotiated for our 2018 agreement will not increase through 2023. On top of that, our company will continue to look for ways to reduce costs and create further operational savings – savings we will share with our customers.

As a member of the AltaLink team, I am proud of the work we are doing to ensure affordable electricity rates for our customers and look forward to sharing more news with you in the future.

If you have any questions, please contact me at your earliest convenience.

Sincerely,

John Grove
Manager, Municipal and Community Affairs South

P: (403) 387-8273
C: (403) 519-7426
E: john.grove@altalink.ca

AltaLink – a Berkshire Hathaway Energy company
2611 – 3rd Avenue SE
Calgary, Alberta, T2A 7W7

www.altalink.ca



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September 6, 2017

Negotiated settlement between AltaLink and its customers increases savings for Albertans to more than \$650 million by end of 2018

Calgary, Alberta (GlobeNewswire)— An agreement reached between AltaLink and the customer groups representing Alberta’s industrial and residential electricity consumers will save Albertans more than \$50 million during 2017 and 2018. Approved by the Alberta Utilities Commission (AUC) on August 30, this agreement is the first negotiated settlement between an Alberta transmission company and its customers.

Combined with the previously approved \$600 million in rate relief, AltaLink has introduced cost savings to Albertans totaling more than \$650 million between 2015 and 2018.

“We’re proud to have delivered solutions that will save Albertans more than \$650 million in electricity costs by the end of 2018,” said Scott Thon, President and Chief Executive Officer of AltaLink. “Reaching a first-of-its kind agreement like this is an important step in changing how energy companies and their customers can collaboratively work together to save money for every electricity customer in Alberta.”

The negotiated agreement was reached by AltaLink and consumer groups representing Alberta’s industrial, commercial and residential customers.

The agreement includes a reduction of \$15.5 million in operating costs and \$5 million in other cost savings during 2017 and 2018. If AltaLink is able to achieve additional operating cost savings beyond the \$15.5 million, those savings would be shared equally between AltaLink and its customers. The negotiated settlement also eliminates the more than \$1 million in additional costs to customers from an extended regulatory process and hearing.

An additional \$31.4 million in savings is driven from previously-funded depreciation costs. AltaLink completed engineering studies that conclude the company’s newly constructed transmission towers are expected to have longer lives. As a result, AltaLink will refund \$31.4 million of depreciation costs that were collected under previous AUC decisions.

“Our commitment is to continue to reduce costs for our customers and deliver the reliable and affordable energy that drives our economy,” said Thon. “As Alberta moves to diverse and greener energy sources, the transmission system will be more important than ever in ensuring Alberta’s sustainable electricity future.”

Headquartered in Calgary, with offices in Edmonton, Red Deer and Lethbridge, AltaLink is Alberta's largest electricity transmission provider. AltaLink is partnering with its customers to provide innovative





solutions to meet the province's demand for reliable and affordable energy. A wholly-owned subsidiary of Berkshire Hathaway Energy, AltaLink is part of a global group of companies delivering energy services to customers worldwide.

-30-

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