



**TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
REGULAR COUNCIL MEETING  
JANUARY 13, 2020  
AGENDA**

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

**NOTICE OF RECORDING**

**CALL TO ORDER**

**AGENDA: ADOPTION OF AGENDA**

**MINUTES: REGULAR MEETING – DECEMBER 9, 2019**

**DELEGATIONS:**

1. **DR. JEFF JONES & DR. ROISIN DEMPSEY**  
RE: Physician Income Cuts
2. **CLARESHOLM SKATEPARK ASSOCIATION**  
RE: Plans & Vision for a New Skatepark

**ACTION ITEMS:**

1. **BYLAW #1689 – Land Use Bylaw Amendment**  
RE: 1<sup>st</sup> Reading
2. **BYLAW #1691 – BMO Operational Borrowing Bylaw**  
RE: 2<sup>nd</sup> & 3<sup>rd</sup> Readings
3. **BYLAW #1692 – AMSC Operational Borrowing Bylaw**  
RE: 2<sup>nd</sup> & 3<sup>rd</sup> Readings
4. **CORRES: Hon. Kaycee Madu, Minister of Municipal Affairs**  
RE: Municipal Sustainability Initiative (MSI) Funding
5. **CORRES: Hon. Kaycee Madu, Minister of Municipal Affairs**  
RE: Assessment Model Review
6. **CORRES: Ministry of Justice & Solicitor General**  
RE: Billing for Policing to Start January 2021
7. **CORRES: Alberta Health Services (AHS)**  
RE: Notification of AHS Emergency Medical Services Helicopter Air Ambulance Review
8. **CORRES: Alberta Seniors and Housing**  
RE: Seniors' Week 2020 Expression of Interest
9. **CORRES: Alberta Urban Municipalities Association (AUMA)**  
RE: AUMA President's Summit on Municipal Finances Jan 22&23
10. **CORRES: Reynolds Mirth Richards & Farmer LLP (RMRF)**  
RE: 35th Annual Central Municipal Law Seminar
11. **CORRES: Community Foundation of Lethbridge & Southwestern Alberta**  
RE: Fall-Winter Newsletter
12. **CORRES: Claresholm & District Chamber of Commerce**  
RE: 2020 Claresholm Trade Expo and Consumer Fair
13. **CORRES: Claresholm Skatepark Association**  
RE: Request for Donation
14. **REQUEST FOR DECISION: Claresholm Curling Club CIP Grant Application**
15. **REQUEST FOR DECISION: Library Bylaws**
16. **REQUEST FOR DECISION: Library Review of Financials**
17. **REQUEST FOR DECISION: Claresholm Food Bank Lease Agreement**

18. **REQUEST FOR DECISION: Claresholm Golf Club Lease Agreement**
19. **REQUEST FOR DECISION: Multi-use Buildings Project Proposals**
20. **REQUEST FOR DECISION: Pump House & Land Transfer**
21. **FINANCIAL REPORT: Statement of Operations – November 30, 2019**
22. **INFORMATION BRIEF: ORRSC Increase in Subdivision Fees**
23. **INFORMATION BRIEF: Revised Lead MAC for Drinking Water Systems**
24. **INFORMATION BRIEF: Claresholm Library CFEP Grant Application**
25. **INFORMATION BRIEF: Council Resolution Status**
26. **ADOPTION OF INFORMATION ITEMS**
27. **IN CAMERA:**
  - a. **LAND – FOIP Section 16.1**
  - b. **LAND – FOIP Section 16.1**
  - c. **LAND – FOIP Section 16.1**
  - d. **LAND – FOIP Section 16.1**

**INFORMATION ITEMS:**

1. **Municipal Planning Commission Minutes – November 8, 2019**
2. **TELUS Corporation – Happy holidays from TELUS!**
3. **Municipal District of Willow Creek – Thank you for support of Legacy of Our Land Banquet**
4. **Claresholm & District Health Foundation – Thank you for support of Gala Fundraiser**
5. **Oldman Watershed Council – Thank you for your support**
6. **Alberta SouthWest Bulletin – December 2019**
7. **Alberta SouthWest Regional Alliance Board Meeting Minutes – November 6, 2019**
8. **Alberta SouthWest Bulletin – January 2020**
9. **Alberta SouthWest Regional Alliance Board Meeting Minutes – December 4, 2019**
10. **Oldman River Regional Services Commission (ORRSC) General Board Meeting Minutes – September 5, 2019**
11. **Community Foundation of Lethbridge & Southwestern Alberta – Announcing the Investment Readiness Program**

**ADJOURNMENT**



**TOWN OF CLARESHOLM**  
PROVINCE OF ALBERTA  
REGULAR COUNCIL MEETING MINUTES  
DECEMBER 9, 2019

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

**COUNCIL PRESENT:** Mayor Doug MacPherson; Councillors: Kieth Carlson, Mike Cutler, Gaven Moore, Brad Schlossberger and Craig Zimmer

**ABSENT:** Councillors Lise Schulze and Craig Zimmer

**STAFF PRESENT:** Chief Administrative Officer: Marian Carlson, Finance Assistant: Karine Keys

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

**NOTICE OF RECORDING:** Mayor MacPherson provided notice that live streaming and recording of the Council meeting would begin immediately at 7:00 p.m. and that recording would continue until such time as the meeting goes In Camera and/or is adjourned.

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

**AGENDA:** Moved by Councillor Schlossberger for unanimous consent to add the following to the Agenda:

**27. IN CAMERA**

**d. PERSONNEL – FOIP Section 17.2**

**CARRIED UNANIMOUSLY**

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

**CARRIED**

**MINUTES:** **REGULAR MEETING – NOVEMBER 25, 2019**

Moved by Councillor Carlson that the Regular Meeting Minutes of November 25, 2019 be accepted as presented.

**CARRIED**

**PUBLIC HEARING: BYLAW #1687 – Road Closure Bylaw**

Moved by Councillor Moore to adjourn the regular meeting to hold the Public Hearing at 7:01p.m.

**CARRIED**

Moved by Councillor Moore to open the Public Hearing regarding Bylaw #1687 at 7:02 p.m.

**CARRIED**

Marian Carlson, CAO presented information regarding Bylaw #1687, the Road Closure Bylaw. There has been no correspondence received from the public regarding this Bylaw.

Mayor MacPherson opened the floor to Council or individuals for comment.

No comments were received from Council or the public regarding Bylaw #1687.

Moved by Councillor Cutler to close the Public Hearings at 7:04 p.m.

**CARRIED**

Moved by Councillor Carlson to reconvene to the regular meeting at 7:04 p.m.

**CARRIED**

**DELEGATION:** **ALBERTA MUNICIPAL AFFAIRS**

**RE: Municipal Accountability Program (MAP) Review**

Present on behalf of Alberta Municipal Affairs was Lucien Cloutier and Jeff Nixon. They went over with Council what the MAP process looks like. Ultimately the program is meant to find legislative gaps and Council will receive a report after their review is complete.

**ACTION ITEMS:**

**1. BYLAW #1688 – Dog Bylaw Amendment**  
**RE: 2<sup>nd</sup> & 3<sup>rd</sup> Readings**

**MOTION #19-187** Moved by Councillor Moore to amend section one (1) of Bylaw #1688 to read: “The Town of Claresholm Dog Bylaw #1628 shall be amended as follows:” prior to 2<sup>nd</sup> Reading.

**CARRIED**

Moved by Councillor Cutler to give Bylaw #1688, a Dog Bylaw Amendment, 2<sup>nd</sup> Reading.

**CARRIED**

Moved by Councillor Schlossberger to give Bylaw #1688, a Dog Bylaw Amendment, 3<sup>rd</sup> & Final Reading.

**CARRIED**

**2. BYLAW #1691 – BMO Operational Borrowing Bylaw**  
**RE: 1<sup>st</sup> Reading**

Moved by Councillor Moore to give Bylaw #1691, the BMO Operational Borrowing Bylaw, 1<sup>st</sup> Reading.

**CARRIED**

**3. BYLAW #1692 – AMSC Operational Borrowing Bylaw**  
**RE: 1<sup>st</sup> Reading**

Moved by Councillor Carlson to give Bylaw #1692, the AMSC Operational Borrowing Bylaw, 1<sup>st</sup> Reading.

**CARRIED**

**4. DELEGATION RESPONSE: Claesholm Food Bank**  
**RE: Lease Agreement**

MOTION #19-188

Moved by Councillor Schlossberger to enter into a lease agreement with the Claesholm Food Bank for the terms and conditions as proposed (January 1, 2020 to December 31, 2024, with a 5-year option to renew) for \$250 per month plus utilities (75% electric charges, 100% gas charges).

**CARRIED**

**5. NEWS RELEASE: Government of Alberta – December 4, 2019**  
**RE: Historic Investment in Rural Policing**

Received for information.

**6. CORRES: Alberta Urban Municipalities Association (AUMA)**  
**RE: Provincial Announcement of Police Funding Model**

Received for information.

**7. CORRES: Hon. Kaycee Madu, Minister of Municipal Affairs**  
**RE: Changes to ICFs and IDPs**

Received for information.

**8. CORRES: Alberta Environment and Parks**  
**RE: Alberta Community Resilience Program (ACRP)**

Received for information.

**9. CORRES: Alberta Environment and Parks**  
**RE: Golf Course License**

Received for information.

**10. CORRES: Community Foundation of Lethbridge & Southwestern Alberta**  
**RE: Fall-Winter Grants Celebration – December 12, 2019**

Received for information.

**11. CORRES: Municipal District of Willow Creek No. 26**  
**RE: Community Airport Program Grant Application**

Referred to the Joint Economic Development Committee with the MD of Willow Creek for further discussion.

**12. CORRES: Claesholm Minor Hockey**  
**RE: Request for Donation**

MOTION #19-189

Moved by Councillor Cutler to approve the donation request of ice time for the March 19-22, 2020 Atom “B” Hockey Alberta Provincial Championships at the Claesholm Arena for a total of up to 50 hours of ice time.

**CARRIED**

**13. CORRES: Canadian Union of Public Employees (CUPE) Local 3023**  
**RE: Dinner & a Show – Saturday, January 11, 2020**

Received for information.

**14. REQUEST FOR DECISION: Community Centre Lease**

MOTION #19-190

Moved by Councillor Schlossberger to approve a five-year lease with the Claesholm Community Centre for the property located at 5920 – 8th Street West dated January 1, 2020, with an option to renew for a further five-year term as presented.

**CARRIED**

**15. REQUEST FOR DECISION: Library Bylaws**

MOTION #19-191

Moved by Councillor Schlossberger to table discussion on the Bylaws adopted by the Town of Claesholm Municipal Library on September 16, 2019 until the next regular Council meeting on January 13, 2020 pending discussion at the Library Board regarding the yearly membership fee and the possibility of increasing it.

**CARRIED**



**16. REQUEST FOR DECISION: Summer Games Administration**

MOTION #19-192 Moved by Councillor Carlson to approve the Service Agreement for the Southern Alberta Summer Games Administrator position with the municipalities in the MD of Willow Creek for 2019 as presented.

**CARRIED**

**17. REQUEST FOR DECISION: Fire Department Payroll & Insurance Administration**

MOTION #19-193 Moved by Councillor Cutler to have firefighter payroll and insurance be processed by the MD of Willow Creek with them invoicing the Town of Claresholm for our portion of the costs.

**CARRIED**

**18. REQUEST FOR DECISION: 2020 Interim Budget**

MOTION #19-194 Moved by Councillor Carlson to approve the interim 2020 Operational and Capital Budgets as presented.

**CARRIED**

**19. REQUEST FOR DECISION: Town Operations on Christmas Eve**

MOTION #19-195 Moved by Councillor Cutler to discontinue Town operations at 12 Noon on December 24<sup>th</sup>, 2019 in the spirit of the season and to allow staff to be with their families and loved ones.

**CARRIED**

**20. REQUEST FOR DIRECTION: ICF**

Discussion focused on what Council would like to see regarding the ICF Bylaw and Agreement with the other municipalities in the MD of Willow Creek.

**21. FINANCIAL REPORT: Statement of Operations – October 31, 2019**

Moved by Councillor Cutler to accept the Consolidated Statement of Operations for the month ended October 31, 2019 as presented.

**CARRIED**

**22. INFORMATION BRIEF: MD of Willow Creek Circulation Notice – November 29, 2019**

Received for information.

**23. INFORMATION BRIEF: Claresholm Fire Department Christmas Social**

Received for information.

**24. INFORMATION BRIEF: CAO Report**

Received for information.

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

Received for information.

**26. ADOPTION OF INFORMATION ITEMS**

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

**CARRIED**

**27. IN CAMERA:**

**a. DELEGATION: Frank Klassen – LAND – FOIP Section 16.1**

**b. Intergovernmental Relations – FOIP Section 21**

**c. PERSONNEL – FOIP Section 17.2**

**d. PERSONNEL – FOIP Section 17.2**

Moved by Councillor Carlson to go In Camera at 8:47 p.m.

**CARRIED**

**NOTICE OF RECORDING CEASED:** Mayor MacPherson stated that the live stream has ended at 8:47 p.m.

Moved by Councillor Cutler to come out of In Camera at 10:24 p.m.

**CARRIED**

**NOTICE OF RECORDING:** Mayor MacPherson provided notice that live streaming and recording of the Council meeting would begin again at 10:24 p.m.

**CARRIED**

**a. DELEGATION: Frank Klassen – LAND – FOIP Section 16.1**

MOTION #19-196 Moved by Councillor Cutler to enter into a sale agreement with Southline Real Estate Ltd for the property described as Lot 1, Block 11, Plan 7910032 (4.29 acres) in the amount of \$77,000 plus GST subject to conditions of development.

**CARRIED**

MOTION #19-197 Moved by Councillor Moore to enter into a sale agreement with Structural Precast for the property described as:  
Lot 1, Block 10, Plan 7910032  
Lot 2, Block 10, Plan 7910032  
Lot 3, Block 10, Plan 7910032  
Lot 4, Block 10, Plan 7910032 (10.85 acres)  
in the amount of \$195,000 plus GST subject to conditions of development.

**CARRIED**

**b. Intergovernmental Relations – FOIP Section 21**

MOTION #19-198 Moved by Councillor Cutler to proceed with the revised application for annexation and enter into the tax agreement for 10 years for the lands located at 4;27;12;23;SE owned by Custom Cannabis Inc.

**CARRIED**

**c. PERSONNEL – FOIP Section 17.2**

MOTION #19-199 Moved by Councillor Schlossberger to appoint Craig White as interim Fire Chief for the Town of Claresholm.

**CARRIED**

**a. DELEGATION: Frank Klassen – LAND – FOIP Section 16.1**

MOTION #19-200 Moved by Councillor Cutler to rescind the motion #19-196.

**CARRIED**

MOTION #19-201 Moved by Councillor Schlossberger to rescind motion #19-197

**CARRIED**

MOTION #19-202 Moved by Councillor Moore to enter into a sale agreement with Southline Real Estate Ltd for the property described as Lot 1, Block 11, Plan 7910032 (4.29 acres) in the amount of \$77,220 plus GST subject to conditions of development.

**CARRIED**

MOTION #19-203 Moved by Councillor Cutler to enter into a sale agreement with Structural Precast for the property described as:  
Lot 1, Block 10, Plan 7910032  
Lot 2, Block 10, Plan 7910032  
Lot 3, Block 10, Plan 7910032  
Lot 4, Block 10, Plan 7910032 (10.85 acres)  
in the amount of \$195,300 plus GST subject to conditions of development.

**CARRIED**

**ADJOURNMENT:** Moved by Councillor Carlson that the meeting adjourn at 10:31 p.m.

**CARRIED**

**NOTICE OF RECORDING CEASED:** Mayor MacPherson noted that recording ceased at 10:31 p.m.

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Mayor – Doug MacPherson

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Chief Administrative Officer – Marian Carlson

# DELEGATIONS

December 8, 2019

Claresholm Skatepark Association  
Box 231  
Claresholm, AB T0L 0T0

Dear Claresholm Town Council,

I write to you on behalf of the Claresholm Skatepark Society in regards to our interest in Moffat Park, located in Claresholm, and our hopes to build a brand new skatepark at that location.

To date we have approval from the Claresholm Ag Society to build, and were confident in the ability to move forward in our planning. Town council approved us for Moffat as well, until Minor Ball protested our use of that space. It seems the potential for this land was overlooked for many years, until someone else expressed interest.

Our group has been meeting since winter of 2018 and that summer attended several events in town with maps and posters, indicating our preferred choices for a skatepark location including Moffat Park, along with visuals to showcase what the new skatepark could look like. Summer 2019 and throughout the fall, we've been incredibly busy with fundraising and meeting with Everett Tetz at Newline Skateparks to discuss our next steps in the building process.

At this point, we are at a complete standstill in our planning and ability to proceed, due to the fact that we don't have a spot to call ours. There is soil sampling to be done, a 3D rendering of the park to design and grants to apply for, but without a designated spot to build, we can do none of this.

Some of the reasons many of the skateboarders in town, along with their parents, chose Moffat as the ideal are:

- to date there are no residences in the immediate area who would argue against a skatepark being too close to them
- The existing facilities and athletic spaces that are all nearby and well established, eg. Agriplex, community centre, running track, football field, soccer pitch, another ball diamond in the north east corner, both schools and after school care.
- That whole area has potential for growth
- The new 7-11 is right up the street with all the necessities the kids might need
- Potential for skateboarding and scootering to become part of the Phys Ed programs at school
- The park seemed to not get much use, so what better than an almost year round facility

The delay brought on by minor ball and the time its taken away has been frustrating and it doesn't look like it will come to an end, until they submit their yearly usage to council. The first ad hoc meeting to address minor balls issues was back in July, and a second only last week, where their representative didn't have any of the information required.

I respectfully ask that some pressure be put on Delaney Johnson from minor ball, to forward council the information required, in order to make a final decision on the future of Moffat Park. The soil sampling the skatepark group needs done, will cost approximately \$3,000 and I'd like to do it as soon as possible, but won't until I have confidence that we have the towns support and confirmation that we can build there if the land proves suitable.

I would be happy to be added to the January 13th meeting agenda, to discuss the plans and vision for the skatepark, I'll have specs on the soil sampling requirements by then as well.

We have lots of fundraising coming up throughout the next few months and will continue into the spring and summer. The support for our project is growing in leaps and bounds, so it will be nice to be able to tell folks that we have a spot to build on.

Merry Christmas and many thanks,

Lisa Darch  
Chairperson  
Claresholm Skatepark Association



# Claresholm

## INFORMATION BRIEF

Meeting: January 13, 2020  
Agenda Item: DELEGATION

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### Moffat Park-Skatepark Association

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#### **DESCRIPTION / BACKGROUND:**

February 2017: Formation of the Claresholm Skatepark Association, which begins the search for a viable Skatepark space

2017-18: Fundraising community initiatives by the Claresholm Skatepark Association

2019-The Claresholm Skatepark Association becomes a registered society

March, 25, 2019: The Claresholm Skatepark Association requests Moffat Park for a new location for the New Skatepark due to the size of the space for future expansion for BMX and/or Bike pump track, proximity to schools, new development, current recreation areas, and amenities. Claresholm Council votes in favour of this location

May 13, 2019: Claresholm Minor Ball delegate attends Council meeting to discuss Moffat Park. Council indicates they would like to create an ad-hoc committee that will work to come up with the best plan going forward. Committee members are made up of: Recreation Manager, Recreation Staff Member, Athletic Director WCCHS, Minor Ball Representative, Skatepark Association Representative

June 17, 2019: Ball Diamond Ad Hoc committee first meeting; action items for committee members were to be compiled before next scheduled meeting determining past, present and future needs of the community. Discussion also centers on the formation of a new Parks Society

November 20, 2019: Meeting and discussion as action items by user groups not complete. Consensus of the group that attended this meeting was if the drainage issues are repaired at Millennium Ballpark the town should concentrate on upgrading and maintaining the facility.

December 9, 2019: Skatepark Association Chairperson Lisa Darch writes a letter to Council as the Skatepark needs a set location for the engineers of the project, and to begin grant writing initiatives.

#### **DISCUSSION / OPTIONS:**

Meeting outcomes:

#### **ATTACHMENTS:**

- 1.) June 17, 2019 Meeting Minutes
- 2.) November 20, 2019 Meeting minutes

#### **APPLICABLE LEGISLATION:**

PREPARED BY: Denise Spencer, Recreation Manager

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APPROVED BY: Marian Carlson, CLGM - CAO

DATE: January 8, 2020

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**Ball Park ADHOC Committee**  
**June 17, 2019 7:00pm**

Brandy McLean:	Claresholm Minor ball
Chris Dixon:	Claresholm Minor Ball
Andrew Morkin:	Independent/ Kinsmen Member
John Wenlock:	Claresholm Skatepark Association
JoAnna Sutter:	WCCHS Representative, Girls High School Ball
Todd Lybbert:	WCCHS Representative
Doug MacPherson:	Mayor, Town of Claresholm
Denise Spencer:	Recreation Manager, Town of Claresholm

1. Call to order: 7:00pm
2. Background: This committee was found to be needed by Claresholm Town Council as Moffat Park is scheduled for renovation or replacement, and the Claresholm Skatepark Association had requested the site for a new Skatepark due to the size and location. Council would like to determine what the current and future usage of the Ball Diamonds are, and create a plan of action for needed improvements for facilities. Council would like to ensure that all ball facilities are reviewed before changes are made.
3. Delegation: Andrew Morkin; request to form a Park Users Society
  - a. Current Societies (eg. Kinsmen) are tired of requests, they have their own projects they'd like to focus on
  - b. Recommendation to use the Society members to volunteer for upkeep and improvements when necessary
  - c. Mentioned that since Millennium was built 20 years ago minimal changes and improvements have been made
  - d. The formation of a society would create added cash flow through grant funding, casino's, and benefit the other parks within our community for the benefit of all groups
4. Discussion from the group:
  - a. Centennial Park: currently not as usable as it could be, can we update the diamonds?
  - b. Can Claresholm do without Moffat Park?
  - c. Andrew: Brought up using the diamonds at the high school, as well as Millennium
  - d. JoAnna: Moffat Park is first diamond used; dries out first; in 2018 was used for Boys Baseball due to it being the only facility dry at the end of April
  - e. Todd: Moffat Park used first
  - f. Brandi: mentioned the presentation to council with easy to move fences as the current ones at Millennium Diamonds are time consuming to move. Potential for tournaments and growth at Millennium. One group from Minor Ball is using Moffat due to size of field.
  - g. Doug: Can the diamonds be fixed at Millennium to dry out quicker?
  - h. Chris: T-Ball Diamonds; these can go anywhere, if we lost one at Centennial Park it would not affect T-Ball; Assessment/audit of diamonds is being done through Minor Ball
5. Request to group for end of July (per facility, Millennium Park, Centennial Park, and Moffat Park):
  - a. Current needs
  - b. Current usage (numbers)
  - c. Future usage

- d. Future needs
  - e. Current issues per diamonds
  - f. What can be done to the facilities to better serve the community and grow
6. Next meeting: August 2019 (date to be announced)
  7. Adjournment: 7:37pm



**Ball Diamond Ad-Hoc Committee  
Meeting Minutes  
Wednesday November 20**

Attendees: Lisa Darch- Skatepark Association, Glenn Ring-Minor Ball, Andrew Morkin-Fair Days Tournament organizer & Kinsmen, Brady Egger-Kinsmen, Denise Spencer-Town of Claresholm

Missing: JoAnna Sutter-WCCHS, Kris Cope-Claresholm Slo-Pitch, Doug MacPherson

Call to order: 6:31pm

Discussion:

Glenn Ring;

- New board for Minor Ball, is his first month as the President.
- Unsure of how much use Moffat receives from Minor Ball
- 2 Major teams & 2 Minors which typically use Millennium Park (will look into it)
- Coach Pitch and T ball are at Centennial Park
- Will bring up Moffat Park usage at next Minor Ball meeting
- Will vote on if the park is going to be used in the future if the drainage issues are repaired at Millennium Park
- Agrees that Moffat park would be a great area for a new Skatepark with Pump Track and BMX track

Lisa Darch;

- Skatepark needs a space to expand so it appeals to a broader crowd with Pump track and BMX track to be phased in
- Having a set space is a priority for the Skatepark Association as the current one is not ideal
- 2 phases for the Skatepark, 300-500k
- Claresholm does not have a lot of viable space for a park that is suitable for expansion
- Moffat Park currently has no residential nearby, while those that will move or build homes in the nearby zoned subdivision will be well aware of the recreation area they are adjacent to
- Positives of the space include the schools, football, soccer fields, Community Center, Ball diamonds, and the Agriplex Complex. Future positives include Preschool and Daycare buildings, and residential.
- Moffat is down the street from 711 which can provide amenities until possible outdoor facilities are built.
- Skateparks are a year round facility
- Soil testing will be the first step on the Moffat site if this is the agreed space for the build. Before the build goes forward the feasibility of having heavy concrete structures built on the site must be determined.
  - Soil testing is expensive, is this something the Town of Claresholm could help with?

Andrew Morkin;

- Growing up used Moffat 2 times, played on the field for the last time 12 years ago
- If Millennium Ball Park has the drainage issues repaired (costly) this would alleviate the need for Moffat.

- If the Town of Claresholm and a new Parks Society put their efforts into Millennium, revitalizing and repairing issues, and doing upgrades the existing and future users within the region would utilize the facility more and there would be no need for Moffat.

Brady Egger;

- Played home games at Moffat 15 years ago, currently walks his dog there
- Agrees that upgrades at Millennium should be a priority

Outcomes;

- Glenn to have Minor Ball vote on if Moffat Park is needed if Millennium Park is upgraded
- Andrew and select members of the community are moving forward with a new Parks Society, with Millennium Diamonds one of the first priorities
- Lisa will approach the Town regarding soil testing if Minor Ball votes that the focus should be on Millennium and not Moffat Park.

Not every child plays organized sports, for Claresholm to move forward it is important to have options that anyone can enjoy.

Adjournment: 7:10pm

# ACTION ITEMS



**TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
BYLAW # 1689**

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

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

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

**WHEREAS** the purpose of the amendment is to accommodate the change of use for closed roads from “No zoning” to “Single Detached Residential – R1”.

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

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

**LAND USE DISTRICT MAP**

Closed walkway between Lot 41 and 42, Block 4, Plan 7810995, be amended by changing from no designation to a “Single Detached Residential – R1” as depicted in “Schedule A”.

Closed roadway (Pine Ridge Crescent) between Block 114 and 118 Plan 8010781, be amended by changing from no designation to a “Single Detached Residential – R1” as depicted in “Schedule B”.

2. This Bylaw shall take effect on the date of final passage.
3. That Bylaw #1689 be consolidated with Bylaw #1525.
4. Bylaw #1525 is hereby amended.

Read a first time in Council this            day of            2020 A.D.

Read a second time in Council this    day of    2020 A.D.

Read a third time in Council and finally passed in Council this    day of    2020 A.D.

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Doug MacPherson, Mayor

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Marian Carlson, Chief Administrative Officer



**LAND USE DISTRICT REDESIGNATION  
SCHEDULE 'A'**



FROM: No Zoning

TO: Single Detached Residential - R1

ALL OF THAT LANE WITHIN BLOCK 4; PLAN 7810995 ADJOINING THE SOUTH BOUNDARY OF LOT 41 AND THE NORTH BOUNDARY OF LOT 42 AND BOUNDED BY THE PRODUCTION SOUTHERLY OF THE EAST AND WEST BOUNDARY OF LOT 41 TO THE NORTHEAST AND NORTHWEST CORNER OF LOT 42 CONTAINING 0.01 HECTARES (0.03 ACRES) MORE OR LESS WITHIN NW 1/4 SEC 26, TWP 12, RGE 27, W 4 M  
MUNICIPALITY: TOWN OF CLARESHOLM  
DATE: DECEMBER 2, 2019

Bylaw #: 1689

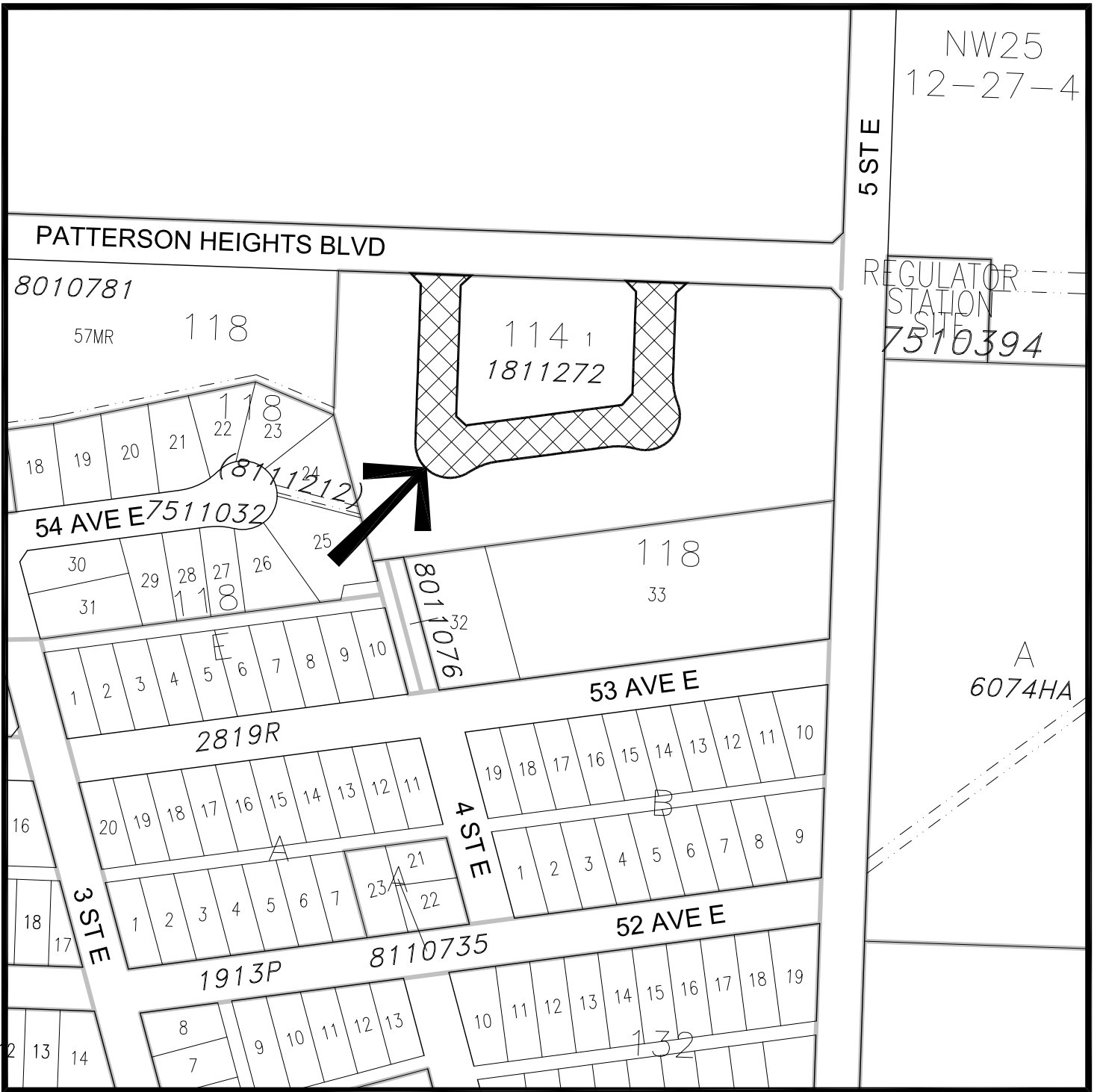
Date: \_\_\_\_\_

MAP PREPARED BY:

OLDMAN RIVER REGIONAL SERVICES COMMISSION  
3105 16th AVENUE NORTH, LETHBRIDGE, ALBERTA T1H 5E8  
TEL. 403-329-1344

"NOT RESPONSIBLE FOR ERRORS OR OMISSIONS"





**LAND USE DISTRICT REDESIGNATION  
SCHEDULE 'B'**

**Bylaw #:** 1689

**Date:** \_\_\_\_\_



**FROM:** No Zoning

**TO:** Single Detached Residential - R1

ALL OF THAT ROAD FORMERLY BETWEEN BLOCK 114 AND BLOCK 118;  
PLAN 8010781 AND KNOWN AS PINE RIDGE CRESCENT CURRENTLY  
CLOSED BY CONSOLIDATION INTO LOT 1; BLOCK 114; PLAN 1811272  
CONTAINING 0.44 HECTARES (1.08 ACRES) MORE OR LESS  
WITHIN NE 1/4 SEC 26, TWP 12, RGE 27, W 4 M  
MUNICIPALITY: TOWN OF CLAESHOLM  
DATE: DECEMBER 2, 2019

MAP PREPARED BY:  
OLDMAN RIVER REGIONAL SERVICES COMMISSION  
3105 16th AVENUE NORTH, LETHBRIDGE, ALBERTA T1H 5E8  
TEL. 403-329-1344

"NOT RESPONSIBLE FOR ERRORS OR OMISSIONS"





# REQUEST FOR DECISION

Meeting: January 13, 2020

Agenda Item: 1

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## BYLAW No. 1689 - LAND USE BYLAW No.1525 AMENDMENT

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The Town of Claresholm has been working on a walkway closure. As part of that process the area will require zoning to R1 (single detached residential – once consolidated with the adjacent property, shown on schedule A). The road closure bylaw is currently in process and in anticipation of completion the zoning bylaw can be given first reading in preparation for the public hearing prior to 2<sup>nd</sup> and 3<sup>rd</sup> readings. Additionally, the Development Department would also like to clean up a portion of roadway that requires re-designation to R1 as well (shown on schedule B - road closure bylaw completed previously).



In accordance with the Municipal Government Act (MGA) Section 692, the land use bylaw amendment requires a public hearing and advertisement prior to giving second reading and notice given in accordance with MGA Section 606. The notice of public hearing must be published at least once a week for 2 consecutive weeks in at least one newspaper or other publication circulating in the area to which the proposed bylaw, or in which the meeting or hearing is to be held. The notice of public hearing must be advertised at least 5 days before the public hearing occurs with information as to the general purpose of the public hearing, address of where a copy of the bylaw can be inspected, outlining procedure for anyone wishing to petition, date, time and place where the public hearing is to be held.

### **RECOMMENDED ACTION:**

Moved by Councillor \_\_\_\_\_ to give first reading to Bylaw No. 1689, a bylaw to amend Land Use Bylaw No.1525.

### ATTACHMENTS:

- 1.) Draft Bylaw #1689 / Map

### APPLICABLE LEGISLATION:

- 1.) LUB No.1525
- 2.) Municipal Government Act, RSA 2000, Chapter M-26, Section 606 – Requirements for Advertising.
- 3.) Municipal Government Act, RSA 2000, Chapter M-26, Section 230 – Public Hearings.

PREPARED BY: Tara VanDellen, Planner/Development Officer

---

APPROVED BY: Marian Carlson, CLGM - CAO

DATE: December 23, 2019



**TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
BYLAW #1691**

**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 the Bank of Montreal (“BMO”) 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 BMO not to exceed 5%, 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 BMO for the aforesaid loan to the Corporation and to arrange with BMO the amount, terms and conditions of the loan and security or securities to be given to BMO;
  - b. As security for any money borrowed from BMO:
    - 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 BMO all such securities and promises as BMO 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 BMO 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 BMO 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 BMO 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 BMO 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 BMO 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 BMO 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 #1670 is hereby rescinded.

Read a first time in Council this **9** day of **December** 2019 A.D.

Read a second time in Council this      day of      2020 A.D.

Read a third time in Council and finally passed in Council this      day of      2020 A.D.

---

Doug MacPherson, Mayor

---

Marian Carlson, Chief Administrative Officer





**TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
BYLAW #1692**

**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 4<sup>th</sup> 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 not to exceed 19.5%, and such interest will be calculated daily and due and payable monthly on the 4<sup>th</sup> 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.
6. Bylaw #1671 is hereby rescinded.

Read a first time in Council this **9** day of **December** 2019 A.D.

Read a second time in Council this      day of      2020 A.D.

Read a third time in Council and finally passed in Council this      day of      2020 A.D.

---

Doug MacPherson, Mayor

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Marian Carlson, Chief Administrative Officer



ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister*  
*MLA, Edmonton - South West*

RECEIVED  
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AR98902

December 4, 2019

His Worship Doug MacPherson  
Mayor  
Town of Claresholm  
PO Box 1000  
Claresholm AB T0L 0T0

Dear Mayor MacPherson,

In August, our government provided \$597 million in interim Municipal Sustainability Initiative (MSI) funding to help municipalities and Metis Settlements move forward with their local priorities.

I am pleased to confirm the additional \$74 million in MSI capital funding announced as part of Budget 2019. Combined with the interim funding, municipalities and Metis Settlements will have access to \$671 million in MSI funding, \$641 million under the capital component and \$30 million under the operating component.

For the Town of Claresholm, the additional MSI capital funding is \$48,720; \$22,604 under the MSI component and \$26,116 under the Basic Municipal Transportation Grant (BMTG) component. When added to the MSI capital funding of \$543,921 committed through the Interim Supply in August 2019, your municipality's total capital funding for program year 2019 is \$592,641. Your municipality's MSI operating funding for 2019 remains unchanged at \$119,428.

***The Future of MSI***

Our government committed to helping municipalities meet their infrastructure needs with predictable, long-term funding, and Budget 2019 fulfills this commitment.

In 2020, capital funding will be \$963 million (including MSI Capital and BMTG). This represents a 9 per cent reduction from the previous provincial budget. In 2021, capital funding will be \$897 million (including MSI Capital and BMTG). This represents a 14 per cent reduction from the previous provincial budget. In both years, MSI Operating will be \$30 million.

Allocation estimates for 2020 and 2021 are now available online at [open.alberta.ca/publications/municipal-sustainability-initiative-allocation-estimates-2020-2021](https://open.alberta.ca/publications/municipal-sustainability-initiative-allocation-estimates-2020-2021).

In 2022 and beyond, funding amounts will be determined by the Local Government Fiscal Framework.

.../2



**Local Government Fiscal Framework**

The Local Government Fiscal Framework replaces the MSI program (including BMTG) beginning in 2022. It includes new legislation passed as part of this year's budget, which determines how much capital funding the province must provide to municipalities every year. The framework also includes \$30 million in annual operating funding, though this is not legislated.

In 2022, municipalities will receive \$860 million in capital funding. Calgary and Edmonton will share \$455 million, and other municipalities will share \$405 million.

In following years capital funding will change depending on changes in provincial revenue, which means that municipalities will share in the success of the province. The funding amount will be published two years in advance. For example, the province is legally required to publish the funding amount for 2023 on or before September 30, 2021. Predictable funding will make it easier for municipalities to plan for the future and fulfill planning requirements.

Our government is proud to support municipalities through the Local Government Fiscal Framework, and I will be seeking municipal support in the next steps of this important work. This will include developing a formula to distribute the funding among municipalities, and determining the administrative elements of the program including project eligibility, and application and reporting requirements.

I understand that provincial support is critical for Albertans to receive the infrastructure and services they expect. Working together, as partners, we can ensure these needs are met and set the course for a prosperous future.

Yours very truly,



Kaycee Madu  
Minister

cc: Marian Carlson, Chief Administrative Officer, Town of Claresholm





ALBERTA  
MUNICIPAL AFFAIRS

*Office of the Minister  
MLA, Leduc-Beaumont*

AR99379

January 2, 2020

His Worship Doug MacPherson  
Mayor  
Town of Claresholm  
PO Box 1000  
Claresholm AB T0L 0T0

RECEIVED  
JAN 08 2020

Dear Mayor MacPherson,

As you may know, the assessment models for wells, pipelines and machinery and equipment, which are used to determine the assessed values of these assets for taxation purposes, have not been updated since 2005. Over the past year, Municipal Affairs has been working on a review of the assessment models to ensure new technology is accounted for, current cost structures and industry practices are reflected, and result in a fair and transparent relative distribution of taxation.

The technical phase of the assessment model review, which included input from working groups of external subject matter experts, has now concluded. The initial results from the technical phase of the review indicate potentially significant shifts in assessment. As assessment changes can have consequential impacts to both municipalities and the oil and gas industry, I have determined additional engagement with industry and municipal associations is required before any final determinations are made.

Our aim is to ensure any changes resulting from the assessment model review do not have an adverse impact on the competitiveness of our energy sector or the viability of our rural municipalities. It is my intention this more robust stakeholder engagement be carried out in early 2020, with final decisions on the assessment model review to be made in spring. As a result, the changes to the assessment models will need to be deferred until the 2021 municipal tax year.

In the absence of new assessment models, assessment year modifiers (AYMs) need to be established for the 2020 tax year. These modifiers are similar to a consumer price index, and are used to adjust the property assessments for regulated industrial property from the base cost year in order to reflect current values. To support the budgeting process municipalities are undertaking, attached are the approved AYM's for the 2019 Assessment Year (2020 Tax Year).

...2/



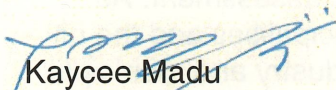
In addition, a reduction in assessment for shallow gas assets will be applied for 2020 in order to continue the same magnitude of tax relief provided under the Shallow Gas Tax Relief Initiative (SGTRI) for 2019, and enable transition to the new assessment models for 2021. These wells and associated pipelines will receive a 35 per cent property assessment reduction for the 2020 tax year. It is my intention to apply the same criteria for this assessment reduction as were used to determine eligibility for tax relief under the SGTRI; there are approximately 70,000 wells and associated pipelines in Alberta meeting these criteria. As education tax credits will not be provided as they were under the SGTRI for 2019, municipalities will need to absorb the impact of this reduction in assessment.

Municipal Affairs is completing the annual updates to the Alberta Minister's Guidelines for taxation in 2020 to include the annual change to the AYMs, as well as the changes to the shallow gas assessments.

Further details on the engagement with municipal associations and industry organizations regarding the assessment model review will be provided by early January, 2020.

If you have any concerns regarding these changes, please contact Ethan Bayne, Assistant Deputy Minister, Municipal Assessment and Grants, at 780-415-1717, or [ethan.bayne@gov.ab.ca](mailto:ethan.bayne@gov.ab.ca).

Yours very truly,

  
Kaycee Madu  
Minister

Attachment – Assessment Year Modifier (AYM) Tables

cc: Honourable Sonya Savage  
Minister of Energy

Honourable Dale Nally  
Associate Minister of Natural Gas

Paul Wynnyk  
Deputy Minister, Municipal Affairs

Ethan Bayne  
Assistant Deputy Minister, Municipal Assessment and Grants

**Attachment – Assessment Year Modifier (AYM) Tables**

<b>Property Type</b>	<b>2018 Assessment Year (2019 Tax Year) AYM</b>	<b>2019 Assessment Year (2020 Tax Year) AYM</b>	<b>Percent Change</b>
Wells	1.200	1.192	-0.67
Pipelines	1.019	1.024	0.49
Electric Power Systems	1.470	1.471	0.07
Telecommunication Carriers	1.150	1.154	0.35
Cable Distribution Undertakings	1.389	1.394	0.36
Railway	1.410	1.460	3.55
Machinery & Equipment	1.40	1.41	0.71
Farm land (Dry Arable, Dry Pasture, Woodlot)	1.00	1.00	0
Farm land (Irrigated Arable)	1.03	1.03	0

**From:** JSG PSD Engagement <[JSG.PSDEngagement@gov.ab.ca](mailto:JSG.PSDEngagement@gov.ab.ca)>

**Sent:** December 11, 2019 4:32 PM

**Subject:** Police Funding Model Billing

Good afternoon,

As you are aware, the police funding model comes into effect April 2020. In response to a request from RMA and AUMA, discussions have been occurring between Justice & Solicitor General and Municipal Affairs regarding the timing of invoicing for the new police funding model.

Municipal Affairs has expressed support for RMA and AUMA's request, as have senior officials within Justice and Solicitor General. As a result, it is our intent to bill in January 2021 for the first year of the police funding model (April 2020 - March 2021).

We hope that this timing will alleviate some of the concerns regarding the police funding model's impact on 2020 municipal budget planning.

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December 18, 2019

**Re: Notification of Alberta Health Services Emergency Medical Services (AHS EMS) Helicopter Air Ambulance Review**

I am pleased to share with you that Alberta Health Services (AHS) has initiated a full review of Alberta's Helicopter Emergency Medical Service (HEMS) program with the aim to more clearly define the role of HEMS providers, unify practices and procedures across the province, and determine the most effective funding model to ensure that we are providing the best care possible for Albertans.

The review commenced on November 22, 2019, and we anticipate it will take six to nine months to complete. As different helicopter EMS providers have developed at different times across the province, oversight and structure of each HEMS provider has also evolved differently. A consistent structure, operating guidelines, and funding for all HEMS providers across the province will benefit all Albertans.

AHS EMS will conduct the review with oversight by a panel of subject matter experts from across Canada to ensure application of industry best practices. During the review, AHS EMS will maintain current Helicopter EMS operations and continue to fund providers within our established budget allotments and processes.

As we review these services, we are seeking your feedback to ensure that the needs of all Albertans are considered and included in the review. To that end, we invite you to visit our [HEMS Review page on Together4Health](#), which is AHS' online engagement platform where Albertans can have their say on various health topics. We would encourage you to visit and provide your thoughts. You can register for the page to receive ongoing updates and stay informed as the review progresses.

AHS is endeavoring to advise and offer engagement opportunities to all provincial stakeholders. Please feel free to share this communication with anyone you feel should be included. Should you have any questions or if you would like more information, you can contact us directly via Together4Health, or contact Gordon Bates, Associate Executive Director of EMS Provincial Air Ambulance ([Gordon.Bates@ahs.ca](mailto:Gordon.Bates@ahs.ca)).

Thank you for your consideration, and we look forward to hearing from your community on this important initiative.

Sincerely,



Darren Sandbeck M.A., ACP (R)  
Senior Provincial Director & Chief Paramedic  
Alberta Health Services



## Karine Keys

---

**From:** Seniors and Housing Information <Seniorsinformation@gov.ab.ca>  
**Sent:** Tuesday, January 7, 2020 2:13 PM  
**Cc:** Seniors and Housing Information  
**Subject:** Seniors' Week 2020 - Expression of Interest  
**Attachments:** Seniors Week 2020-EOI.pdf

Seniors' Week has been celebrated since 1986 to recognize the contributions that seniors make to enhance the quality of life in Alberta. Each year, communities and organizations hold events throughout the province, and communities show their support for seniors by declaring Seniors' Week locally.

Seniors' Week 2020 is June 1-7, and the provincial launch will be on Monday June 1. If your community or organization is interested in co-hosting the provincial launch event, [click here](#) to submit a proposal before February 5, 2020.

If your community plans to host an event during Seniors' Week, the Government of Alberta offers an online Events Calendar that can be used to post or view special events for seniors: <http://www.seniors-housing.alberta.ca/events/>.

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Seniors Week 2020

# Expression of Interest - Seeking Co-Host

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Seniors' Week 2020 Expression of Interest  
Published by Alberta Seniors and Housing  
January 2020

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## Introduction

Each year, the Government of Alberta joins with Albertans across the province to celebrate seniors and their contributions to our communities. Seniors' Week is held annually during the first full week of June, which is June 1 to 7, 2020. To learn more about Seniors' Week please visit <https://www.alberta.ca/seniors-week.aspx>.

IS YOUR COMMUNITY OR ORGANIZATION HOSTING A COMMUNITY EVENT OR CELEBRATING A SPECIAL MILESTONE ON JUNE 1, 2020?

IF SO, THIS MY BE A GREAT OPPORTUNITY!

Alberta Seniors and Housing is offering an opportunity for your community or organization to partner with us to co-host the Seniors' Week Provincial Launch event on Monday, June 1, 2020. Organizations and/or communities interested in co-hosting the launch event are encouraged to submit a proposal.

Co-hosting the launch event will increase your community/organization's profile, and give you an opportunity to collaborate with government, and local organizations.

## Background

Seniors' Week has been recognized in Alberta for more than 30 years. Approximately 350 to 500 people typically attend the Seniors' Week Provincial Launch event.

Seniors and Housing will provide a grant up to \$5,000 to the successful applicant to help offset the cost of co-hosting the Seniors' Week Provincial Launch event.

## Selection Process

Proposals will be reviewed to ensure all criteria are met. Organizations being considered may be interviewed in person or by telephone.

## Timelines

Call for Expression of Interest	January 6, 2020
Deadline for submissions	February 5, 2020
Co-host notification	March 2020

## Co-Host Criteria

Priority will be given to an organization or community that:

- Can demonstrate available time and resources to actively participate in the planning of the event;
- Has demonstrated a commitment to seniors;
- Has demonstrated a history of strong community relationships and partnerships;
- Is able to offer a range of activities during the event, including food and refreshments (e.g., pancake breakfast, barbecue lunch, coffee and tea, intergenerational activities, information fair); and
- Has an accessible location with adequate parking and/or alternate transportation available.

## Roles and Responsibilities

### Alberta Seniors and Housing

- Provides a grant to the co-host of up to \$5,000 to offset the cost of the event; and
- Participates in all aspects of event planning, including overseeing the creation of promotional and public relations materials, creating an agenda, and providing assistance at the event.

### Community or Organization

- Plans the event with Alberta Seniors and Housing;
- Promotes the event locally to ensure its success;
- Obtains community support and sponsorship;
- Obtains volunteers as needed;
- Liaises with community organizations and municipal staff;
- Coordinates activities and services; and
- Provides a report summary that includes:
  - Approximate number of attendees;
  - Recommendations for improvements to future events; and
  - Summary of costs.

Please complete the Expression of Interest Written Submission on the following page.

## Contact Information

Organization name	
Contact person and title	
Email	
Phone number	
Website	
Number of paid staff	
Number of regular volunteers	

## Written Submission

Explain why you believe your organization is well positioned to co-host the Seniors' Week Provincial Launch event on Monday, June 1, 2020. Along with your written submission, please provide the following:

- A proposed itinerary, including information about the venue or facility where you would like to host the event;
- Letters of commitment from organizations confirming they will support the event (e.g., municipal government, other community-based organizations); and
- Letter from a senior official of your organization (e.g., board president, mayor, chief or senior municipal official) confirming support for the event.

## Submission Deadline

February 5, 2020, 4:30 p.m. (MST)

Organizations will receive a confirmation when their proposal has been received.

The successful applicant will be notified in March 2020.

Please direct all questions and submit your completed submission to:

Email: [seniorsinformation@gov.ab.ca](mailto:seniorsinformation@gov.ab.ca)  
Mail: Alberta Seniors and Housing, Community Initiatives  
Seniors' Week Launch  
6th Floor, Standard Life Centre  
10405 Jasper Avenue  
Edmonton AB T5J 4R7

**From:** President <[President@auma.ca](mailto:President@auma.ca)>  
**Sent:** December 20, 2019 10:32 AM  
**Subject:** AUMA President's Summit on Municipal Finances January 22 & 23

Dear municipal colleagues:

As you know, municipalities are experiencing ongoing fiscal challenges from the recent provincial budget. Municipalities have an important role to play in supporting the province on its path to balance. We must also speak with a united voice and advocate together to demonstrate to both voters and our provincial partners that strong communities build Alberta, and our strong communities act as responsible financial stewards of municipal resources.

That's why I encourage you to register for AUMA's upcoming *President's Summit on Municipal Finances: Transparent and Effective*. This event will take place on January 22-23 at the Chateau Lacombe in Edmonton. A high-level agenda is attached for your information.

Registration is restricted to two registrants per municipality (one elected official, and one administrator), so please [register soon](#). Space is limited.

To further inform our discussions at the President's Summit, we are asking members to complete a survey on how Budget 2019 has impacted their community. Please have your CAO coordinate the response (one per municipality). The survey is available [here](#) and closes on January 8, 2020.

I look forward to your feedback at this important advocacy event.

Sincerely,

**Barry Morishita** | President  
Mayor, City of Brooks

---

C: 403.363.9224 | [president@auma.ca](mailto:president@auma.ca)

Alberta Municipal Place | 300 8616-51 Ave Edmonton, AB T6E 6E6

Toll Free: 310-AUMA | [www.auma.ca](http://www.auma.ca)



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# President's Summit on Municipal Finances: Transparent & Effective

## Agenda for AUMA Members

When: January 22 and 23

Where: Chateau Lacombe (10111 Bellamy Hill Road) in Edmonton

Why: Contribute to objectives of Provincial Budget Strategy

## Members Only Pre-Summit Dinner

Wednesday, January 22, 2020

5:30 pm	Cocktails and Networking
6:00 pm	Dinner
7:00 pm	Welcome and Opening Comments <ul style="list-style-type: none"><li>President Morishita will share the results of AUMA's survey on the impact of Alberta's 2019-20 Budget on municipalities and how AUMA plans to engage members in responding to the new fiscal reality we collectively face.</li></ul>
7:20 pm	Municipal Impact Panel <ul style="list-style-type: none"><li>Representatives of cities, towns, villages and summer villages will share the financial challenges they face and how they are responding.</li></ul>
8:00 pm	Impact Discussion <ul style="list-style-type: none"><li>AUMA's Executive Committee will take questions and seek input from members on how AUMA can lead a collective response towards improving municipal finances.</li></ul>
8:30 pm	Setting the Stage <ul style="list-style-type: none"><li>President Morishita set the context for the following day's events and what we hope to achieve.</li></ul>
8:45	Networking

## President's Summit

Thursday, January 23, 2020

8:00 am	Registration and Breakfast
9:00 am	Opening Remarks by AUMA President
9:15 am	Stewarding taxpayer dollars: Municipal efficiency and transparency

	<ul style="list-style-type: none"> <li>Senior municipal administrative and financial officials share how their municipalities engage citizens in making the tough decisions around reducing expenses and/or raising revenue required to balance their books.</li> </ul>
10:05 am	Table Discussion
10:25 am	Report Back
10:30 am	Break
10:45 am	<p>The Trickle Down: the economic and social impact of reduced investments in municipalities.</p> <ul style="list-style-type: none"> <li>Representatives of the insurance and construction industries and social service organizations will share how they are impacted by the changing financial fortunes of municipalities.</li> </ul>
11:35 am	Table Discussion
11:55 am	Report Back
Noon	Lunch
1:00 pm	<p>Restoring the Alberta Advantage: How municipalities and industry can build Alberta</p> <ul style="list-style-type: none"> <li>Representatives of Alberta's business and economic development community share how the revenue pressures on municipalities impact private investments and how the province, municipalities and the private sector can get Alberta back to work.</li> </ul>
1:50 pm	Table Discussion
2:10 pm	Report Back
2:15 pm	Closing and Next Steps
2:45 pm	Media Event
2:45 pm	Reception

**From:** Client Relations <[ClientRelations@rmrf.com](mailto:ClientRelations@rmrf.com)>  
**Sent:** December 19, 2019 3:27 PM  
**Subject:** RMRF Municipal Law Seminar



We are looking forward to seeing you for our [35<sup>th</sup> Annual Central Municipal Law Seminar](#) in 2020! We are aware that the Delta is having issues with their online booking links for Group Blocks so we suggest phoning our group specialist directly to reserve your room. [Tina Randorg can be reached at 780-431-4647.](#) The group block is available for booking until Tuesday, January 7<sup>th</sup>, after which will be based on availability.

We are also very excited to announce our **plenary session guest speaker:**

**36 Years, Thousands of Miles, and a Wealth of Insight: A Fireside Chat with Sheila McNaughtan**

Seminar space is booking up quickly, remember to book your spot early to secure your seat for a day of interactive sessions focused on timely issues impacting Alberta municipalities. A list of topics being covered at this year's seminar can be found [here](#).



3200 Manulife Place | 10180 - 101 Street | Edmonton AB Canada T5J 3W8  
Fax: 780.429.3044 | Toll Free: 1.800.661.7673 | [www.rmrf.com](http://www.rmrf.com)

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# 12th Annual Southern Municipal Law Seminar - Airdrie

Reynolds Mirth Richards & Farmer LLP  
Friday, 21 February 2020 from 9:00 AM to 3:30 PM (MST)  
Airdrie, AB



Ticket Information				
TICKET TYPE	SALES END	PRICE *	FEE	QUANTITY
Reserved Seating	3 Feb 2020	\$150.00	\$10.66	1

\* Prices include GST/HST

 **Order Now**

[Save This Event](#)

Share 12th Annual Southern Municipal Law Seminar - Airdrie

[Email](#) [Share](#) [Tweet](#) Like [Sign Up](#) to see what your friends like.

### When & Where



**Hampton Inn & Suites by Hilton Airdrie**  
52 East Lake Ave NE  
Airdrie, AB T4A 2G8  
Canada  
Friday, 21 February 2020 from 9:00 AM to 3:30 PM (MST)

[Add to my calendar](#)

### Event Details

Our 12th Annual Southern Municipal Law Seminar will run from 9:00am - 3:30pm. Doors open at 8:30am and your registration fee includes breakfast, lunch, and coffee breaks.

*A detailed agenda will be sent to registrants closer to the seminar.*

Topics at this year's seminar will include:


**Having Reservations? Municipal Authority and Reserve Lands**  
When can a municipality require an applicant for subdivision to provide reserve lands; and once reserve land has been provided to a municipality, what can (and can't) the municipality do with the land? This session will explain the statutory framework set out in the *Municipal Government Act*, including types of reserve land, the circumstances under which reserve land can be required and the mechanisms for implementing the requirement, and restrictions on the use and disposal of reserve lands by municipalities. A municipality's authority to enter into agreements permitting the use of reserve lands, and options for dealing with unauthorized use of reserve lands, will also be discussed.

**The Recovery of Taxes Related to Land**  
Municipalities rely on the collection of property taxes to provide services, make improvements to their infrastructure and meet their financial obligations. The *Municipal Government Act* contains a comprehensive process by which municipalities can take action to collect outstanding taxes. This session will cover not only the statutory requirements applicable to selling property to pay for outstanding taxes, but also some of the more practical considerations such as determining market value, obtaining vacant possession of the property, dealing with deceased registered owners, and factoring in CRA's frustrating priority.

**FOIP Pitfalls and Best Practices**  
The *Freedom of Information and Protection of Privacy Act* imposes difficult and sometimes competing obligations on municipalities to provide transparency in

### Organizer

**Reynolds Mirth Richards & Farmer LLP**



BARRISTERS SOLICITORS | Reynolds Mirth Richards & Farmer LLP

[Contact the Organizer](#)

[View organizer profile](#)

7 upcoming events on Eventbrite

11 past events on Eventbrite

disclosing records, while ensuring they protect personal privacy and confidential information of third parties. This session will provide an overview of the applicable rules and processes to follow when responding to a FOIP request. We will review some common concerns and misconceptions that arise when dealing with sensitive or complex requests, and highlight some of the decisions from the Office of the Information and Privacy Commissioner that provide guidance on how to comply with these legislative requirements.

**Policing/Enforcement with Community Peace Officers**

Employer obligations and the responsibilities of CPOs. Jurisdiction and risk. Enforcement in a sensitive world.

**Bear Pit**

Registrants will have the opportunity to submit legal questions on matters affecting municipalities for discussion by our panel of lawyers.

Have questions about 12th Annual Southern Municipal Law Seminar - Airdrie? [Contact Reynolds Mirth Richards & Farmer LLP](#)



Mayor Douglas MacPherson  
221 45th Ave W  
PO Box 1000  
Claresholm, AB T0L 0T0

Wednesday, December 11, 2019

Dear Mayor MacPherson and Council,

The holidays are nearly upon us! We are happy to share with you our Fall-Winter Newsletter, which outlines what we have been up to at the Community Foundation over the past few months. The newsletter also contains a list of the grants recently awarded at our last Grants Celebration of the year. Thanks to the generosity of our donors, the Community Foundation supported Southwestern Alberta with over \$780,000 in grants in 2019. As always, I am grateful to our donors for their support of the community through our work.

I am excited to announce that the Community Foundation of Lethbridge and Southwestern Alberta, in partnership with the Community Foundation of Southeastern Alberta, has been selected as a regional partner for the Community Foundations of Canada's Investment Readiness Program, which is scheduled to launch early in the new year. This new program will offer non-repayable capital to eligible social purpose organizations in Southern Alberta. Details are included in your newsletter, with full details being available on our website in early January when we officially launch the program.

I hope you will be able to join us at the 2020 Friends of the Foundation Dinner, which will take place on Thursday, March 19 at the Coast Hotel & Conference Centre in Lethbridge. The keynote speakers will be Bernadine and Toby Boulet, who will talk about their son, Logan, and how they plan to continue his legacy by giving back to the community through the Logan Boulet Fund at the Community Foundation. Tickets will be available for purchase in January.

On behalf of everyone at the Community Foundation, I wish you the best of the season!

Best wishes,

Newsletter is available to view on request.

Charleen Davidson  
Executive Director



**2020**  
FRIENDS *of the*  
FOUNDATION  
*Dinner*



COMMUNITY  
FOUNDATION

LETHBRIDGE + SOUTHWESTERN ALBERTA

**Thursday, March 19, 2020**

with Special Guest Speakers

**Bernadine and  
Toby Boulet**

**A Legacy of Giving:  
the Logan Boulet Fund**

Coast Hotel &  
Conference Centre  
526 Mayor Magrath Dr. S  
Lethbridge, AB T1J 3M2

Doors open and cash bar: 6:15 p.m.  
Dinner and Program: 7:00 p.m.



Tickets: \$50 · Available online at  
[cflsa2020.eventbrite.ca](https://cflsa2020.eventbrite.ca) or from  
the Community Foundation office.

Table reservations are available.

## Karine Keys

---

**From:** tradefair@claresholmchamber.ca  
**Sent:** Thursday, December 19, 2019 3:44 PM  
**To:** tony@cfabsw.com  
**Subject:** Claresholm Trade Expo and Consumer Fair 2020  
**Attachments:** Trade Expo info 2020.pdf

Hello previous Trade Expo and Consumer Fair Vendors,

Thank you for your support in the past, and we look forward to having you at our show again this year on January 31 and February 1, 2020.

As a previous vendor, you have the first rights to register for the Trade Expo. Please indicate if you would like your same location, or if you want to try a new one.

I will do what I can to ensure your preferred location.

I have attached this years' registration package to this email.

The "Passport to Prizes" was a huge success last year, so please do consider the added option. It ensures attendees will at least stop at your booth.

If you have any questions, please do not hesitate to contact me.

Regards,

Tony Walker  
Trade Expo Chairperson



# Claresholm Trade Expo and Consumer Fair



**FRIDAY, January 31 • 1 to 8 pm**

**SATURDAY, February 1 • 10 am to 4 pm**

CLARESHOLM COMMUNITY CENTRE

5920 59th Ave. W., Claresholm

**Includes NEW Market area!**



Admission: \$2/person  
or Non-perishable food donation to Food Bank  
[claresholmchamber.ca](http://claresholmchamber.ca)



**Claresholm & District Chamber of Commerce**

Box 1092, Claresholm, AB T0L 0T0  
 tradefair@claresholmchamber.ca  
 www.claresholmchamber.ca

**TRADE EXPO AND CONSUMER FAIR  
 Vendor Registration:**

**CONTACT/BILLING INFORMATION**

Business/Organization \_\_\_\_\_

Contact Person \_\_\_\_\_

Mailing Address \_\_\_\_\_

Town \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

<b>BOOTH TYPE</b>	<b>BASE PRICE</b>	<b>OTHER CHAMBER MEMBER</b>	<b>CDCC MEMBER</b>	<b>PLEASE CIRCLE CHOSEN OPTION WRITE QTY. BELOW</b>
<b>Full Booth</b> with 3 Curtained Walls/Power/Single Table	\$225	\$202.50	\$191.25	
Additional Full Booths	\$200	\$180	\$170	
<b>Booth</b> with Back Curtain Wall/Power/Single Table	\$175	\$157.50	\$148.75	
Additional Booths	\$150	\$135	\$127.50	
<b>Market Table</b> with Single Table/No Power/No Curtains	\$100			

**POWER REQUIRED**  YES  NO

**WE ARE PLEASED TO OFFER DISCOUNTS TO CHAMBER MEMBERS!** \*Current members as of January 15, 2020

We have 4 spaces available for Non-Profits at a rate of \$100 each.

**PASSPORT TO PRIZES**

WE ARE OFFERING AN OPTIONAL BUY-IN FOR PASSPORT ADVERTISING.

Passports will be given to attendees to collect stamps at participating booths, then they enter completed passports to win prizes. Each vendor choosing to participate will receive a 3.75"x1.5" ad in the passport with a space for a stamp or signature.

**REFER ANOTHER BUSINESS TO PURCHASE A BOOTH TO RECEIVE YOUR PASSPORT AD FOR FREE\*!**

Email advertisement content to tradefair@claresholmchamber.ca



\*Referral must be paid in full before discount applied

Booth Total \$ \_\_\_\_\_ +  Passport Advertising \$25 = Total \$ \_\_\_\_\_

**METHOD OF PAYMENT**  Cash  Credit Card  eTransfer  Cheque *Please make cheques payable to Claresholm & District Chamber of Commerce*

c/c # \_\_\_\_\_ Exp Date \_\_\_\_\_ Name On Card \_\_\_\_\_

X \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Claresholm & District Chamber of Commerce

P.O. Box 1092,  
Claresholm, AB T0L 0T0

## TRADE EXPO TERMS AND CONDITIONS:

**Show Sponsor:** Claresholm & District Chamber of Commerce

**Contract for rental space:** Allocations of space will be on a first-come basis and confirmed once paid in full. To avoid conflict of interest, the Claresholm & District Chamber of Commerce reserves the right to allocate space.

**Payment Schedule:** Payment is due 20 days prior to the start of the show (January 11, 2020).

**The exhibitor will not be permitted either full or partial access to the rental space until payment has been made in full.**

**Cancellation:** Cancellation of a space by the exhibitor must be made in writing and received by the Show Sponsor no later than two weeks prior to the show dates.

**All cancellations are subject to a non-refundable \$100.00 cancellation fee, any cancellations after the two week period time frame may be subject to larger fees up to a maximum of the booth rental.** The Show Sponsor reserves the right to cancel the event within 21 days notice to the exhibitor.

**Staffing of Exhibits:** Exhibits must be staffed at all times during the scheduled times of the Show. *Children under 14 years of age are not allowed inside the exhibitor booth area.*

**Fire Rules:** All rules and regulations relative to the public buildings or as prescribed by the *Claresholm Fire Department* must be adhered to by all participants.

**Insurance:** Vendors should obtain their own vendor insurance.

**Damage and Liability:** Exhibitors are responsible for damage caused by them or their representatives to the facility, Municipal property, or display equipment. Neither the Chamber of Commerce nor the Community Centre will be responsible for injury, loss, or damage to persons, exhibits, or decorations, by fire, accidents, theft or any other cause. This includes set up, take down, and duration of the show.

**No explosives or flammable substances shall be allowed.**

**Restrictions:** Exhibitor booths must be maintained in a neat and orderly manner throughout the duration of the Show. The Show Sponsor reserves the right to forbid or restrict exhibits that for any reason may cause safety hazards or are objectionable. Food products sold on the floor must not compete with the Show's concession and will be at the discretion of the Show Sponsor.

**Exhibitors must comply with Alberta Health Regulations.** In the event it becomes necessary to evict an offending Exhibitor, the Show Sponsor will not be liable to refund exhibit space rental or any other expenses incurred by the Exhibitor. *Exhibitors shall not sell tickets out of their own booth that directly conflict with the show sponsors ticket sales. This includes 50/50 draws.*

**The Exhibitor Agrees:** To: 1) abide by all terms and conditions adopted by the Show Sponsor in the best interest of the Show, 2) agrees the Show Sponsor shall have the final decision in adopting any term of condition that is deemed necessary prior to, during, or after the show, and 3) to participate in the Claresholm and District Chamber of Commerce Town and Country Trade Fair in accordance with the terms and conditions outlined in this brochure.

### REMEMBER!

- Booth bookings are accepted on a first-come basis and confirmed once paid in full.
- Exhibitors are encouraged to offer demonstrations of their product(s) at their booth.
- Exhibitors offering product draws will be solely responsible for contacting the winners after the show.

[www.claresholmchamber.ca](http://www.claresholmchamber.ca)

# DISPLAY information

## DISPLAY SET UP:

Friday, January 31 between 8 a.m and 12 p.m.

★ **DOORS OPEN TO THE PUBLIC AT 1 PM FRIDAY, JANUARY 31.**

## DISPLAY TAKE DOWN:

Display take down begins Saturday, February 1 at 4:15pm. **NO EXCEPTIONS!**

**NO DISPLAY SHALL BE REMOVED UNTIL THE SHOW IS COMPLETE.**

Due to the exhaust fumes, any Exhibitor with gas powered machinery must not remove their machines until all other Exhibitors have left the venue on Saturday. *Thank you.*

## EXHIBIT SPACE OPTIONS:

### Full Booth - 8'x10'

Includes: 3 Curtained Walls • Power • One (1) Skirted 6' x 3' Table • Two (2) Chairs • WiFi/Internet

### Booth - 8'x10'

Includes: Back Curtained Walls • Power • One (1) Skirted 6' x 3' Table • Two (2) Chairs • WiFi/Internet

### Market Table

Includes: • One (1) 6' x 3' Table • Two (2) Chairs • WiFi/Internet

**The Claresholm Local Press invites you to advertise your business in our special Trade Fair section.**

We are pleased to offer you a Trade Fair special on a 2 column x 4 inch ad for \$60 + gst.

The Local Press staff can design an ad for you! Book by January 23, 2020.

**To book into this special section, please contact Brandy McLean at 403-625-4474 or email [clpsales@shaw.ca](mailto:clpsales@shaw.ca)**

Payment will be required at time of ad booking.

## ACCOMMODATIONS:

### **WILSHIRE INN**

11 Alberta Road, Claresholm  
403-625-4646 | [www.wilshireinn.com](http://www.wilshireinn.com)

### **BLUEBIRD MOTEL**

5505 - 1st Street West, Claresholm  
1-800-661-4891 | [www.bluebirdmotel.ab.ca](http://www.bluebirdmotel.ab.ca)

### **LAZY J MOTEL**

5211 - 1st Street West, HWY 2, Claresholm  
888-625-3899 | [www.lazyjmotel.com](http://www.lazyjmotel.com)

### **BEST 7 INN**

4083 1A Street West, Claresholm  
403-625-3347 | [www.best7inn.com](http://www.best7inn.com)

## CONTACT INFORMATION:

Contact Tony Walker  
[P] 1-800-565-4418  
email [tradefair@claresholmchamber.ca](mailto:tradefair@claresholmchamber.ca)

PO Box 1092  
Claresholm, AB T0L 0T0



[www.claresholmchamber.ca](http://www.claresholmchamber.ca)



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



Date of Application: Jan 8, 2020

Date of Event: Jan 31 - Feb 1, 2020

**1. Applicant Information**

Name of Applicant: Claresholm Skatepark Association

Address: PO Box 231 Claresholm AB T0L 0T0

Contact Person: Tony Hamlyn

Phone, Fax, Email: 403-489-0380

**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 & #  
2019/01/29

NO

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

YES provide registration date & #  
2019/01/29

NO  
502 1711 54

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

DONATION - Financial Assistance (explain):

IN-KIND CONTRIBUTION - Fee Waiver (explain):

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

COMMUNITY PROJECT FUNDING - (explain):

SPECIAL EVENT - (explain):

Trade Expo 2020 Booth table fee

COMMUNITY EVENT - (explain):

Other (explain):

Amount (value) Requested: \$100

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

To pay for a Market Table Vendor Registration at the Claresholm + District Chamber of Commerce Trade Expo Consumer Fair.

**7. Previous Donations**

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

Date	Amount	Use of Funds
Oct 31, 2018	1,000	Saving for skatepark

**8. Organizational Information**

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

Raising funds to build a new skatepark

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

Raise enough funds to build a skatepark

How will your organization acknowledge the Town's donation?

We will have a sign on our table thanking the town for paying our fee

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

YES

NO

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

Funding Source	Amount	Recommended Use of Funds
We have worked beer gardens, rodeos, dances, BBQ's		
held a games night to raise funds for a skatepark		
At our last meeting (Oct 2019) we had a balance of \$ 7,935.13 in the bank. Since that time we have deposited the money raised from our Games Night Fundraiser which gives us a balance of \$10,382.58		



# REQUEST FOR DECISION

Meeting: January 13, 2020  
Agenda Item: 14

## Claresholm

---

### COMMUNITY INITIATIVES PROGRAM (CIP) APPLICATION CLARESHOLM CURLING CLUB

---

#### **DESCRIPTION:**

The Claresholm Curling Club has determined that they need to replace the inserts in the curling rocks prior to the 2020/2021 curling season, and are applying for the CIP Grant in order to purchase them.

#### **BACKGROUND:**

The cost to replace the inserts in the rocks is estimated at \$20,000. The Curling Club is applying for half the cost of the inserts or \$10,000 with the remainder of the funding to be covered by the club. They are not asking for any funding from the Town of Claresholm, simply a letter of support for their project. The deadline for applications for the CIP grant is January 15<sup>th</sup>, 2020.

#### **PROPOSED RESOLUTION:**

Moved by Councillor \_\_\_\_\_ to write a letter of support for the Claresholm Curling Club's application to the Community Initiatives Program (CIP) Grant for the purpose of replacing the inserts in the curling rocks at an estimated total cost of \$20,000.

#### **ATTACHMENTS:**

Email from Tricia Burgess, Treasurer of the Claresholm Curling Club.

---

PREPARED BY: Karine Keys, CLGM, Finance Assistant

APPROVED BY: Marian Carlson, CLGM, CAO

DATE: January 9, 2020

---



## Karine Keys

---

**From:** Tricia Burgess <tcburgess22@gmail.com>  
**Sent:** Monday, January 6, 2020 4:36 PM  
**To:** Karine Keys  
**Subject:** Re: Letter of support

Thank you so much.

No, we are not asking for funding from the town.

The grant we are applying for is the Community Initiative Program. It is approved on a matching basis, so the curling club will provide the matching funding. We are hoping to receive \$10,000 from the grant, and the curling club will pay the other \$10,000 (estimated).

The application for the grant is January 15. Will we be able to get the letter of support soon enough (if approved) to send with the application?

Sorry, I know it is short notice, and a bit of a rush but we just found this grant and we hope to get the rocks upgraded after this curling season and before the start of the next in 2020 October.

Thanks so much. Have a great day! Please let me know if you need any other information.

Tricia Burgess

Sent from my iPhone

> On Jan 6, 2020, at 2:18 PM, Karine Keys <Karine@claresholm.ca> wrote:

>

> Hi Tricia,

>

> Yes, we can get a request in to Council for their January 13th meeting but just to clarify, the curling club is not asking for any funding for this project from the town - correct? Are you asking for full funding or is the curling club putting forth some money? The more information I have for council, the better the outcome will be. Any other information you can provide would be great.

>

> Thanks!

> Karine

>

> -----Original Message-----

> From: Tricia Burgess <tcburgess22@gmail.com>

> Sent: Saturday, January 4, 2020 2:18 PM

> To: Karine Keys <Karine@claresholm.ca>

> Subject: Letter of support

>

> Hi Karine!

> I'm not sure who to send this email to, so if not you, could you please forward it to the correct person? The Claresholm Curling Club is applying for a CIP grant to get inserts put into our rocks. This project is estimating around \$20,000. Can we please get a letter of support from the town for this? The grant application must be submitted by January 15. Sorry about the short notice!

> Hope you had a great Christmas and New Year!

> Tricia Burgess, Treasurer

> Claresholm Curling Club

>



# REQUEST FOR DECISION

Meeting: January 13, 2020  
Agenda Item: 15

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## LIBRARY BYLAWS

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### **DESCRIPTION:**

At the December 9, 2019 Council meeting, Council tabled the discussion of the Library Board Bylaws to January 13, 2020 pending further discussion at the Library Board regarding yearly membership fees. Attached please find the response from the Library Manager following the Boards discussion along with supporting documentation and rationale for their decision (Library Board is submitting a formal letter, however it wasn't received in time to include in the agenda package)

### **PROPOSED RESOLUTION:**

Moved by Councillor \_\_\_\_\_ to accept the Bylaws of the Town of Claresholm Municipal Library edited and adopted by the Claresholm Municipal Library Board on September 16, 2019.

### **ATTACHMENTS:**

- 1.) Email from Library Manager detailing Library Board's decision
- 2.) Membership Fees at the Claresholm Public Library
- 3.) Town of Claresholm Municipal Library Bylaws

### **APPLICABLE LEGISLATION:**

- 1.) Alberta Libraries Act Chapter L-11 (Current as of Sept 1, 2019) Sections 36-38.

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

---

APPROVED BY: Marian Carlson, CLGM, CAO

DATE: January 9, 2020

---

January 8, 2020

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

Re: Claresholm Public Library By-Laws

To Whom It May Concern,

The Claresholm Library Board has reviewed the Library's membership fee rate of \$20.00 and have made the decision not to raise the membership fee at this time.

Reasons for this decision include:

- Out of all member libraries within the Chinook Arch Regional Library System, Claresholm Public Library has the highest membership fees by a minimum of \$5.00.
- Member libraries within the M.D. of Willow Creek all have lower membership fees (Fort McLeod - \$10, Granum - \$15, Stavely - \$15, Nanton - \$15) and several other libraries (10 of 33) have transitioned to a free membership.
- Raising fees by \$5.00 would have the potential to raise membership revenues a maximum of \$3,000 in a year (based on 600 adult membership payments, 2019 memberships did not reach the estimated 600). These funds can be recovered in other areas of the 2020 budget.
- Free memberships within the library system have already started affecting Claresholm Library's membership revenues, the library has lost several patrons to Lethbridge Public Library in 2019 as anyone residing in the M.D. can choose any system library to renew or sign up for a library card (this will change if/when the M.D. forms a library board).
- Alberta libraries have started changing from a model of charging membership fees. The Canadian Federation of Library Associations (CFLA) encourages a free access, barrier-free model, which can be found in almost all other Canadian provinces.



Claresholm Public  
**LIBRARY**  
Claresholm, Alberta • Since 1938

**Claresholm Public Library**  
211-49<sup>th</sup> Avenue West  
Claresholm, AB, T0L 0T0  
Phone: (403) 625-4168

Signed,

Tony Hamlyn, Board Chair

Holly Ottewell, Library Manager

## Membership Fees at the Claresholm Public Library

December 2019

### Reasons NOT to Increase Fee:

#### Within our Library and Library System:

Approximately 1,400 community members have library memberships (based on 1,364 memberships as of the 2018 Annual Report)

Assume at least half of these cards are youth or below and therefore free, leaving approximately 600 adult memberships:

600 x \$20.00 = \$12,000.00

600 x \$25.00 = \$15,000.00

Difference of approximately \$3,000.00/year

Revenues for 2019 membership fees were budgeted for 565 membership fees (\$11,300), as of December 16<sup>th</sup> actual revenues is \$10,906.00 (very likely we will not hit 565).

Expenditures the Library can pull \$3,000 difference from:

- Salaries, wages (reduce staffing hours)
- Association fees
- Programs (tighter budget, reduce amount of adult programs)
- Volunteers (reduce price point of volunteer gifts)
- Books (fewer stock orders)
- Furniture and equipment (push back furniture upgrades)
- Board courses (fewer PD days)

It is only an assumption that we will make more profit by raising membership fees. The reality of this issue could actually lead to us losing out on more membership fees profits, because patrons will go renew at another library leaving us to receive nothing instead of even the initial \$20.00.

Claresholm Public Library has the highest membership fee within the Chinook Arch Regional Library System by at least \$5.00. Membership fees at other libraries range from free (10 libraries) to \$15.00 a year (8 libraries).

Member Libraries in Willow Creek M.D. fees:

Nanton - \$15.00 per year

Stavely - \$15.00 per year

Granum - \$15.00 per year

Fort MacLeod - \$10.00 per year

## **Lethbridge** – Free (2019 and continuing 2020)

Lethbridge's free memberships have had a significant effect on Claresholm's membership fee revenues.

Chinook Arch Circulation Policy 1.1.1.1 states that "For municipalities that do not operate a library board: residents of the municipality may make any library in the System their home library."

This relates to M.D. of Willow Creek residents, as there is no M.D. Library Board (although one may be started as Granum has dissolved), therefore these residents can go anywhere in the system for a membership.

Many patrons who use Claresholm as their *main library* (who they call to place holds, where they pick up holds, use computers/other resources, take up staff time, etc.) opt to register their *home library* (where they register/pay fee) somewhere else (e.g. Clear lake residents travel to LPL for free memberships) in order to avoid paying \$20.00.

This issue can be expected to worsen if CPL raises membership fees.

This issue was also brought up to CARLS CEO and the Bibliographic Services Manager, who have yet to respond to Claresholm's concerns.

Question posed to CARLS Managers: Will you be raising (or considering) fees for 2020?

Out of responding CARLS librarians/managers, not one (7 total) had any plans to increase membership fees in 2020, 3 librarians who responded specifically mentioned the idea that libraries are moving towards a free to access model, and only 1 responding manager stated they would consider a fee raise only if CLA did one prior.

## **Public Libraries in General**

Alberta Libraries moving towards a free membership - Google Doc: <https://bit.ly/2EIBFzi>

Alberta (and some of Quebec) is the only province still charging for memberships annually or at all.

From the CFLA:

*Access to Information and Communication Technology (ICT)*

*Acknowledgment - Canadian Library Association (CLA): Approved June 8, 1994; May 29, 2012 and June 1, 2012*

*Preamble*

*CFLA/FCAB views the Internet and other publicly available ICT networks as public goods essential to participation in a democratic and information-driven society. Therefore,*

*CFLA/FCAB recognizes that access to ICT is an essential part of the universal access to information that Canadian libraries provide and support.*

*CFLA/FCAB and its members will co-operate with governments, agencies, industry and other organizations to ensure that these fundamental rights are represented in all policies and laws governing access to and dissemination of information via ICT.*

*All Canadians have the right to:*

*1. Universal, Equitable, and Affordable Access to Robust ICT networks*

- Access to high-speed ICT networks should be available and affordable to all regardless of factors such as age, religion, ability, gender, sexual orientation, social and political views, national origin, economic status, location and level of information literacy.*
- Special efforts should be made to ensure equity of access in rural and remote areas and access to inclusive technologies for people with disabilities.*
- A public policy framework should support the development of ICT infrastructure that meets high standards of speed, reliability and universality.*

From the *Libraries Act*:

Safety and use of library facilities

36(1) A board may pass bylaws for the safety and use of the library, including

(a) the terms and conditions under which

(i) the public may be admitted to the building,

(ii) public library property may be used or borrowed by members of the public, and

(iii) borrowing privileges may be suspended or forfeited;

(b) notwithstanding subsection (3), fees to be paid by members of the public for

(i) the issuance of library borrowing cards,

(ii) the use of those parts of the building not used for the purposes of the public library,

(iii) photocopying,

(iv) receiving information in a printed, electronic, magnetic or other format, and

(v) receiving, on request, a library service not normally provided by a public library;

(c) penalties to be paid by members of the public for abuse or borrowing privileges.

(2) The Regulations Act does not apply to bylaws passed under subsection (1).

(3) A bylaw or part of a bylaw that requires a member of the public to pay a fee or charge for any of the following is invalid:

(a) admittance to any portion of a building used for public library purposes;

(b) using library resources on library premises;

(c) borrowing library resources, in any format, normally lent by the library;

(d) acquiring library resources through inter-library loan;

(e) consultation with members of the library staff;

(f) receiving basic information service.

RSA 2000 Section 37 Chapter L-11 LIBRARIES ACT 18

1983 cL-12.1 s40;1998 c19 s14

Charging a "membership" fee goes against the *Libraries Act*. Often time's library policy is written to charge some type of "administrative" fee for registering new borrowers to get around this, but in general public libraries represent a public place for free, no barrier, equitable services. This should mean free membership.

## Reflection

With the current economic climate, it is not feasible at this time to transition to a free membership, however if this trend of access continues, it may be something that needs to be phased out eventually.

The proposed 2020 Library Budget reflects expected revenues of \$11,500.00, however it is likely that the actual revenue will be lower, as in 2019 the library did not reach the budgeted amount. It is also not possible at this time to ask the municipality for more funding at this time.

Ways to compensate for lower membership fees revenues in 2020 could be:

- Reducing programming expenditures through cheaper supplies, or charging for programming where costs cannot be reduced (charging for programs not memberships, allows patrons a choice)
- Reducing book, audiovisual, and other collections expenditures by purchasing less in 2020
- Increasing fundraising efforts (having the community donate as opposed to being forced to pay memberships): another garage sale in the summer, work to increase book sales



- Reducing costs associated with community events put on by library (e.g. pink tea)
- Grant funding (ongoing applications to various grants to make up for lost revenues)
- Switching to VOIP phone lines: free over the internet phoning would reduce Shaw bill to security line only

In terms of arguments FOR membership fees:

The idea that people see an increased value of their membership from paying fees only works if those individuals do not have a system to compare with their own where memberships are free. Therefore this is becoming a losing argument.

It is also no longer enough to justify membership fees with the “\$20 is less than you’d pay for one paperback novel, but you have access to thousands at the library” as most people who are willing to pay anything for the books that they read do actually go out and purchase their books – they are usually not library users to begin with.

It is difficult to charge for any other type of programming when charging for memberships as this can create issues surrounding what the membership fee is designated for. A library cannot charge patrons to use the library or its resources, therefore staff need to be able to explain to patrons what the fee is for. In the case of the Claresholm Library, this fee would most likely fall under the “issuance of borrowing cards.” Once a card has been issued, further justification would be needed as to why then are patrons charged to renew the same card. The answer cannot be to borrow materials as that contradicts the Libraries Act.

Membership fees for children and youth are not acceptable, as much of this population do not have incomes, therefore it becomes the parent or guardians’ responsibility to pay these fees. This could actually lead to a young person feeling less ownership of their own library account, as they need assistance from an adult to access the library.

Frontline staff may have to field an increasing amount of inquiries about membership fees and should have the information to explain both sides to patrons.

# BY-LAWS OF THE TOWN OF CLARESHOLM MUNICIPAL LIBRARY

The Claresholm Municipal Library Board enacts the following by-laws pursuant to *The Libraries Act*, R.S.A. 2000, Chapter L-11, Section 36.

## 1. INTERPRETATION

1.1 For the purposes of these by-laws the specific word:

- **Act** refers to *The Libraries Act*, R.S.A. 2000, Chapter L-11 and amendments thereto.
- **Board** refers to the Town of Claresholm Library Board.
- **Borrower** refers to the person to whom a library membership card has been issued.
- **Manager** refers to the person charged by the Library Board with the operation of the Claresholm Library.
- **Library Resources** means any material, regardless of format, that is held in a library's collection and includes books, periodicals, audio recordings, video recordings, projected media, paintings, drawings, prints or photographs, micromaterials, toys and games, kits, DVDs/Blu-Rays and electronic databases in the collection of the Claresholm Library or borrowed by the Claresholm Library.
- **Library System** refers to a library system established under the Minister of Community Development: Strategic Information and Libraries Branch.
- **Resident** refers to a borrower living within a municipality that has signed an agreement with a regional library system.

1.2 In these by-laws, unless the contrary intention appears in the context:

- The usage of he/she shall be replaced with they.
- Words in the singular include the plural and words in the plural include the singular.
- When a word is defined, other parts of speech and tenses of that word will have the same meaning.

- Where a period of time dating from a given day, act or event is prescribed or allowed for any purposes, the time shall be reckoned exclusively of such day or of the day of such act or event.
- 1.3 When the time limit for accomplishing a project or assignment falls on a day when the library is closed to the public, the time shall be deemed as extended to the first day there-after that the library is open to the public.

## **2. LIBRARY FACILITY**

### **Access to the Public Library Portion of the Building**

- 2.1 The portion of any building used for public library purposes is open to any member of the public free of charge. The hours of opening are set by the Claresholm Library Board in Schedule F from time to time. The library will not be responsible for injury incurred by unaccompanied children, see Schedule A.

### **Non-Library Usage**

- 2.2 Charges for the use of library premises, not normally used for public library purposes, are set out in Schedule A that is attached hereto and forms part of this bylaw.

### **Conduct in the Library Building**

- 2.3 Any person using the library building shall conduct-themselves so as not to disturb other library users per Schedule B.
- 2.4 Any child under the age of 7 must be accompanied by an adult or older child of at least 13 years of age.

## **3. PROCEDURE FOR ACQUIRING A BORROWERS CARD**

### **Resident Card**

- 3.1 Any person resident in the Town of Claresholm, M.D. of Willow Creek and M.D. of Ranchlands or at the discretion of the Manager is eligible to apply for a borrowers' card.

### **Local Services Card**

- 3.2 Any person who resides within the Town Claresholm, M.D. of Willow Creek or who resides within a municipality that is a member of the CARL System shall be given "resident" status for member fees.

## **TAL Card**

- 3.3 Any person who is temporarily residing in a local institution or resides in a municipality that is ineligible for membership in a Regional Library System

## **ID Required**

- 3.4 For any person presenting a valid TAL card.
- 3.5 An application pursuant to 3.1 shall:
- present identification showing current name and address.
  - fill out and sign the application form prescribed by the library accompanied by the fee prescribed in Schedule C.
- 3.6 An application pursuant to 3.1 from a child who is less than six years old must be signed by a parent or guardian.
- 3.7 The Manager may issue a borrower's card to a person who has made proper application pursuant to 3.1 and 3.2.

## **4. RESPONSIBILITIES OF A BORROWER**

- 4.1 A borrower's card may only be used by the person to whom it is issued except at the Manager's discretion.
- 4.2 A member should take proper care of any library item entrusted to their care.
- 4.3 A borrower shall notify the Staff of any change of contact information.
- 4.4 A member must return any library item to the library on or before the due date as provided in Schedule D.

## **5. LOAN OF LIBRARY RESOURCES**

- 5.1 In accordance with *The Libraries Act*, Section 36 (3), there shall be **NO CHARGE** for use of any library resources from the public library collection or any item of property designated for public use. This includes resources used on the premises, resources owned by the Library and resources acquired from other services, at the discretion of the Board.
- 5.2 The loan periods for various resources are set out in Schedule D.

- 5.3 Library resources may be reserved in accordance with policy established by the Board.
- 5.4 Library resources may be renewed in accordance with policy established by the Board.

## 6. PENALTY PROVISIONS

### Revocation of a Borrower's Card

- 6.1 The fines for late return of resources are as set out in Schedule E.
- 6.2 The fines for damaged or lost resources are set out in Schedule E.
- 6.3 The procedures for demanding the return of resources are set out in Schedule E.
- 6.4 A borrower's card may be revoked by the Manager for the reasons set out in Schedule E.

### Appeal

- 6.5 A person who has had their borrower's card revoked pursuant to 6.4 may, within **30 days** of such revocation, make an appeal to the Board in writing, setting out the grounds of the appeal.
- 6.6 The decision of the Board in an appeal, pursuant to 6.5 is final and not subject to further appeal.

### Prosecution

- 6.7 In cases of serious dereliction the Board may prosecute an offence under ***The Libraries Act***, Section 41. Such an offence is punishable under ***The Libraries Act***, Section 41. The range of penalties applied on conviction for such an offence is set out in Schedule E.
- 6.8 Any fine or penalty imposed pursuant to an offence under 6.7 inures to the benefit of the Claresholm Public Library Board in accordance with ***The Libraries Act***, Section 42.

## FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

**Whereas**, pursuant to Section 89 of the ***Freedom of Information and Protection of Privacy Act***, RSA 2000 cF-25 s89; 2003 c21 s19, the Claresholm Library Board must designate a person or group of persons as the head of the Board for the purposes of the Act;

And **whereas**, pursuant to Sections 87 and 89 of the *Freedom of Information and Protection of Privacy Act*, the Claresholm Library Board may set any fees payable to the Board for services under the Act and Regulations;

The Claresholm Library Board enacts:

### **Purpose**

The purpose of the Bylaw is to establish the administrative structure of the Claresholm Library Board in relation to the *Freedom of Information and Protection of Privacy Act* and to set fees thereunder.

### **Definitions**

In this Bylaw, unless the context otherwise requires:

- **Act** means the *Freedom of Information and Protection of Privacy Act*, RSA 2000 cF-25 s89; 2003 c21 s19.
- **Applicant** means the Claresholm Library Board and includes any committee, commission, panel, agency or corporation that is created or represented by the Claresholm Library Board and all the members or officers of which are appointed or chosen by the Claresholm Library Board
- **Library Manager** means the person charged by the board responsible for the operation of the Claresholm Library.
- **Province** means the Province of Alberta.

### **Interpretation**

The marginal notes and headings in this Bylaw are for reference purpose only.

### **Designated Head**

For the purpose of the *Freedom of Information and Protection of Privacy Act*, Chinook Arch Regional Library System is designated as the Head of the Board for any queries, which may fall under the *Freedom of Information and Protection of Privacy Act*.

### **Fees**

Where an applicant is required to pay a fee for services, the fee payable is in accordance with the *Freedom of Information and Protection of Privacy Regulation*, AR 200/95, as amended from time to time or any successor Regulation that sets fees for information from the province.

**Effective Date**

The Bylaw came into effect on February 4, 2004.

Where a request for information is given and not disposed of before the coming into force of the Bylaw, the request is deemed to be a request made on February 4, 2004, under the provision of the *Act*.

Read a first time:	January 7, 2004
Read a second time:	February 4, 2004
Read a third time and adopted:	February 4, 2004
Edited and adopted:	September 16, 2019

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Chairperson

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Treasurer



# **Schedules A to H form part of the Bylaws of the Claresholm Municipal Library**

**Schedule A:** Public Use of the Library

- Children in the Library

**Schedule B:** Rules of Conduct in the Library

**Schedule C:** Borrowers Card Fees

**Schedule D:** Loan Period for Library Resources

**Schedule E:** Penalty Provisions

- NSF Cheques
- Overdue Fines
- Fines for lost or damaged resources
- Suspension of Revocation of borrower's card
- Procedure for prosecution

**Schedule F:** Hours of Operation

**Schedule G:** Charges for Services

**Schedule H:** Room Rental Rates

**PUBLIC USE OF THE LIBRARY**

1. The Library may be used outside of library hours at the discretion of the Board, providing arrangements are made for supervision and security.

2. Children in the Library:

In order to maintain a suitable environment for all of our library users, we ask that the posted ***Rules of Conduct*** be observed, and that parents and caregivers be aware of the following policy concerning children in the Library.

Children are welcome in the Library. We care about their safety and welfare. However, the responsibility for the safety and behaviour of children in the Library rests with the parent or caregiver and not with the Library staff.

Children under the age of 7 must have a parent/caregiver supervision in the same area of the Library as the child. If a child under seven is found unattended, or violates the ***Rules of Conduct***, the child and parent/caregiver may be asked to leave the Library.

Children ages 10 and up may use the library on their own. Parents, however, are still responsible for the actions and safety of their children. Children are subject to the same rules and consequences as other library users, including being asked to leave the Library. Please note: it is sometimes necessary for libraries to close due to unusual or emergency situations. All children should have the telephone number of someone to call in an emergency.

It may be necessary to notify appropriate law enforcement or child protective authorities if:

- an unattended child is being disruptive.
- a child is habitually left unattended for long periods of time.
- a child is deemed to be at risk of coming to harm (as in the case of a child being left alone when the Library closes).

*If it is unsafe for a child to leave the building without an adult, they should NOT be in the Library unattended.*

**ONCE AGAIN, PARENTS AND CAREGIVERS, NOT LIBRARY STAFF, ARE RESPONSIBLE FOR THE ACTIONS AND SAFETY OF CHILDREN VISITING THE LIBRARY.**

## SCHEDULE B

### CONDUCT IN THE LIBRARY

#### *Rules of Conduct*

Welcome to the Claresholm Municipal Library. We ask your cooperation in maintaining an environment conducive to reading and to enjoyable use of the Library. These rules are posted for the comfort and protection of all who use the Library.

While on Library property, the following is **UNACCEPTABLE**:

- Damaging or vandalizing Library facilities, equipment or materials.
- Removing Library materials with properly checking them out.
- Abandoning, neglecting or leaving young children unattended or otherwise violating the *Children in the Library Policy*.
- Harassing other Library users or Library staff, including physical, sexual or verbal abuse.
- Possessing or being under the influence of alcohol or drugs.
- Using tobacco products, vaping or cannabis.
- Lack of footwear and/or shirt.
- Using personal electronic devices audible to others.
- Selling, soliciting or panhandling (approaching citizens or staff members with items for sale or pleas for donations).
- Distributing or posting printed materials or literature without prior Library Administration approval.
- Bringing bicycles into the Library. Skates of any kind, skateboards, etc. must be carried at all times.
- Blocking any entrance, exit or aisle.
- Bringing in any animals except service animals.
- Improper use of restrooms, including but not limited to drug use, shaving, bathing, hair washing and laundry.
- Being in the Library before or after Library operating hours without the written permission of Library Administration.
- Offensive bodily hygiene, which constitutes a nuisance to others.
- Entering office/workroom areas unless accompanied by a staff member or with written permission of Library staff.
- Unplugging library electronics from outlets for personal use.
- Indulging in a disturbance of the public peace by loud or aggressive behaviour, boisterous behaviour, running, profanity, or abusive language.
- Engaging in any indecent or obscene conduct or making any indecent exposure of his or her person.
- Engaging in acts, which are subject to prosecution under criminal or civil codes of law.

**If a library user chooses not to follow the library's rules of conduct, that user will be asked to correct the unacceptable behaviour. If the behaviour continues, that user will be asked to leave. Police will be called if the user refuses to leave.**

## **PROCEDURES FOR DEALING WITH DISRUPTIVE BEHAVIOUR**

1. Inform the patron that their behaviour is in violation of the Library's Rules of Conduct and must stop.
2. If the patron does not desist, ask them to leave.
3. If they do not leave, contact the police.
4. Try to inform the Library Manager, Chairman of the Board or other trustee that you have contacted the police. Endeavour to have one to them present when police arrive.
5. Endeavour to keep patrons safe until police arrive.
6. As soon as possible, write a report for the Board on what transpired, including names of borrowers who can verify the report.

## SCHEDULE C

### BORROWERS CARD FEES

All borrowers card fees are based on an annual rate.

**Resident Fees** An exception will be made for a student who is 18 years of age and is enrolled in High School.

Category	Rate
Adult (18 years & up)	\$20.00
Young Adult (14 – 17 years)	Free
Juvenile (6 – 13 years)	Free
Child (birth – 5 years)	Free

### **Local Services Card Fees \$30.00**

This card may be issued to a person who is temporarily residing in one of the local institutions.

When card and all items are returned: a refund of \$10.00 will be given.

Must present current ID with their primary address.

The following restrictions apply:

- Allowed to have a maximum of 2 signed out items at one time.
- The card is only valid for 6 months. (If the patron still resides in Claresholm, a full-service card can be issued at this time).
- No PIN is given
- No TAL card is given
- Cannot place items on hold from other System member libraries.

### **Non-Resident Fees \$50:00**

The Non-resident fee applies to anyone living in the municipality of Nobleford and those who do NOT live within Chinook Arch area.

### **Block Loans**

A Block Loan applies to resources taken out under an Institutional Borrowers Card; however, this is NOT applicable to Educational Institutions having their own library facilities.

Individuals who would like to have a personal membership and wish to use it for their organization or institution will do so at their own risk and will be responsible for all materials borrowed on that card.

## **SCHEDULE D**

### **LOAN PERIOD FOR LIBRARY RESOURCES**

The following loan periods apply to resources belonging to the Claresholm Public Library.

Please see the Chinook Arch Circulation Policy Manual for the loan period of resources belonging to other Chinook Arch member libraries.

BOOKS: 3 weeks (21 days)

AUDIO: 3 weeks (21 days)

MAGAZINES: 1 week (7 days)

VIDEOS/DVD's: 1 week (7 days)

When a library patron knows they will be away longer than the 3-week (21 day) loan period, they may ask for an extended loan period at the time of check out. The loan period will be granted if there are no holds on the item(s).

Other extended loan periods will be at the discretion of the Library Manager.

The 16mm projector can be charged out for 48 hours.

The overhead projector can be charged out for 24 hours.

The audio/video projector can be charged out for 2 – 5 hours (fee charged)

## SCHEDULE E

### PENALTY PROVISIONS

#### *NSF Cheques*

Anyone writing an NSF cheque will be charged the original charge plus an extra fee of \$10.00 (this is in addition to an bank charges). All fines MUST be paid in cash or certified cheque.

#### *Overdue Fines*

All fines are determined on a per item, per day of the library being open. Fines for late return of resources will be as follows:

Category	Rate
Picture, Board Collections; Children's kits	\$ .10
Juvenile fiction and non-fiction	.10
Magazine, Periodicals, Vertical File, Maps	.30
DVDs and Blu-Ray	1.00
For all other materials whether a child has charged out the item or not.	.30

The Library Board has set a maximum of overdues fines as the replacement cost of the item.

#### *Fines for lost or damaged resources*

1. Lost resources.

- Replacement cost for materials that are replaceable
- Purchase cost for those which cannot be replaced
- Discretion of the Library Manager when the price is unavailable.

2. Damaged resources.

Library patrons will be assessed charges on items returned to the library in a damaged condition. A set price will be charged for each item.

3. Everyone, including all Board Members, volunteers and staff using Library resources shall be responsible for any fines and damages incurred. The only exception to this policy will be resources signed out for use of library programs.

4. All fines owing must be paid in full before renewing a library card.

5. Suspension or revocation of membership.

Suspension of library membership will occur with non-payment of library fees and non-return of resources. Revocation of a library card will occur for failure to pay charges for overdue, damaged or lost resources in excess of \$10.00.



6. Procedures for revocation of membership.

The Library Manager may revoke membership with consideration of the penalty provisions above.

The offender will be advised they may appeal to the Library Board within 30 days.

If appealed, the Board, at the next scheduled board meeting, shall render a decision, and advise the offender of their decision, in writing. The offender may have their membership reinstated following settlement of the original penalty to the satisfaction of the Library Manager.

7. Procedure for prosecution.

If the value of the lost or damaged resource is in excess of \$250.00 and revocation procedures have failed, the following steps may be taken by the Board after written notice to the offender:

- a) Place the account with a collection agency or municipal By-law Enforcement Officer, or
- b) Take the person to small claims court and pursue civil action, or
- c) Lay charges under *The Libraries Act*, Section 42 after legal consultation.

***Charges for Damaged/Miscellaneous Items***

Charges will be applied for replacement of fully damaged materials.

**SCHEDULE F**

**HOURS OF OPERATION**

The Claresholm Public Library is currently open 45 hours per week with additional hours as needed for evening programming.

<b>Sunday</b>	<b>Monday</b>	<b>Tuesday</b>	<b>Wednes- day</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>
CLOSED	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM	10:00 AM
	to	to	to	to	to	to
	5:30PM	5:30PM	5:30PM	8:00 PM	5:30PM	3:00PM

The Library will be closed every Sunday, Statutory Holiday and Saturday of long week-ends, unless otherwise stated.

The Board has authorized three Professional Development Days for the staff. They will be held on a Monday in March, August and November.

## SCHEDULE G

### CHARGES FOR SERVICES

#### *Services*

The following chart indicates the charges for various services provided by the Claresholm Public Library.

ITEM	PARTICULARS		CHARGE
Photocopies	Letter/Legal Paper	One side	0.25¢
		Two Sides	0.40¢
	Ledger	One Side	0.50¢
		Two Sides	0.80¢
Printer	Black & White		0.25¢
	Colour		\$1.50
Paper	Letter/Legal Paper		0.10¢/sheet
	Ledger		0.20¢
Envelopes	All sizes		0.25¢
Book Covering			\$3.00/book

## SCHEDULE H

### ROOM RENTAL RATES

#### *Bill Simpson Room (Meeting Room) Rental Rates*

Up to 4 hours: \$ 50.00  
Over 4 hours and up to 8 hours: \$100.00

Individuals or organizations who rent the Bill Simpson Room and leave the space dirty, damaged, or otherwise unusable will be charged when applicable.

Deposit for cleaning: \$20.00

*The deposit may be refunded at the discretion of the Library Manager*

If the room key is lost or not returned, the renter will be billed for a new lock and keys at a cost determined by the lock smith who will have to come from out of Town).

All rates may be adjusted at the discretion of the Board.

## **SCHEDULE I**

### **EQUIPMENT RENTAL RATES**

There is no charge for CNIB equipment.

Audio/Video Projector; Sound Equipment (Speakers/Mics and stands)

1. Not-for-Profit or Individual      \$ 50.00 /2-day loan period
2. Business/Government              \$ 75.00 /2-day loan period



# REQUEST FOR DECISION

Meeting: January 13, 2020  
Agenda Item: 16

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## LIBRARY REVIEW OF FINANCIALS

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### **DESCRIPTION:**

A member of Administration attended a session on Library Services at the 2019 Municipal Affairs Regional Training in Lethbridge and it was noted in that training that as per the Alberta Libraries Act the Library Board is to provide Financial Statements in a “form satisfactory to Council” and that those financials are to be reviewed by someone whose “qualifications are satisfactory to Council”.

The Library Act states:

*9 The municipal board shall*

- (a) keep accounts of its receipts, payments, credits and liabilities,*
- (b) have a person who is not a member of the municipal board and whose qualifications are satisfactory to council review the accounts each calendar year and prepare a financial report in a form satisfactory to council, and*
- (c) submit the financial report to council immediately after its completion.*

Administration can find no documentation indicating what form of financial report is satisfactory to Council nor what qualifications for the reviewer are satisfactory to Council.

In the past the only official financial report that has been completed by or for the Library Board has been the standardized “Statement of Receipts and Disbursements” reporting form that is provided to Municipal Affairs annually. This financial report provides details on cash and other like cash funds on hand and provides a good breakdown of revenue and expenses in the year. This however is not being reported using any governed reporting standards, such as Generally Accepted Accounting Principles (GAAP) and does not report on other assets or liabilities the library may have (accounts payable, accounts receivable, capital assets, etc). The reporting is simply a cashflow statement:

(cash beginning of the year + cash brought in – cash spent = cash end of year)

The Library is not believed to have any significant amount of receivables or payables or capital assets (building is owned by the Town, not the Library) and there is no requirement for more in-depth financial reporting, for which there would be increased costs.

Similarly, for many years the review of this financial report has not been done by a designated auditor or accountant. The reviewer has a financial background, previously with 10 years experience as a manager of finances with a credit union but no official degree or designation. This individual has done the financial review for little to no cost to the Library, and finding or employing someone with such degrees or designations would also likely result in additional costs.

The Library Board therefore needs direction from Council as to whether or not Council is okay with remaining with just the “Statement of Receipts and Disbursements” and with an individual with no degree or designation, but with many years experience in finance, reviewing these statements, or whether Council wants something more, such as an accounting firm providing a review or audit engagement with GAAP financials, in which case the board may also request for additional funding or request the Town cover that cost as they have not included funds for this in their 2020 budget.

Based on the decision of Council the Library Board will select a person or firm to complete the review and will present this person's name to Council for approval.

**PROPOSED RESOLUTION:**

Moved by Councillor \_\_\_\_\_ to accept the Municipal Affairs Library Statement of Receipts and Disbursements financial report as a satisfactory form of financial report to be provided to Council until otherwise directed by Council.

Moved by Councillor \_\_\_\_\_ to accept the five (5) or more years experience in financial management or financial reporting to be satisfactory qualifications for the reviewer of the library's financials until otherwise directed by Council.

**ATTACHMENTS:**

- 1.) Library Statement of Receipts and Disbursements template

**APPLICABLE LEGISLATION:**

- 1.) Alberta Libraries Act Chapter L-11 (Current as of Sept 1, 2019) Sections 9.

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

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: January 6, 2020





This form is to be submitted by municipal and intermunicipal library boards serving fewer than 10,000 people. Boards serving more than 10,000 people may submit this form or their own financial review.

Return this completed form, or financial review, signed by your financial reviewer along with your budget and your signed grant application form by mail, fax or email to:

**Alberta Municipal Affairs  
Public Library Services Branch  
803, 10405 Jasper Avenue  
Edmonton, Alberta T5J 4R7  
Phone: (780) 427-4871  
Fax: (780) 415-8594  
mari.scott@gov.ab.ca**

Financial reporting requirements are set out in Section 9 of the *Libraries Act*:

[http://www.municipalaffairs.alberta.ca/public\\_library\\_legislation.cfm](http://www.municipalaffairs.alberta.ca/public_library_legislation.cfm)

## **2018 Statement of Receipts and Disbursements**

**Original, emailed or faxed copies are accepted**

## Financial Review

For the: \_\_\_\_\_  
Legal name of Library Board\*

\*The name must match the legal Library Board name on the grant application form

Completed by Financial Reviewer:

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of person/firm approved as Financial Reviewer as per Section 9 of the *Libraries Act*

RECEIPTS FOR YEAR	Reporting Period 2018
<b>Cash balance at beginning of year, January 1</b>	
01 Cash on hand	
02 Total in current bank accounts	
03 Total in savings accounts	
04 Term deposits	
05 Other committed funds (e.g. trust funds and bequests)	
<b>06 TOTAL OPENING CASH ON HAND (add lines 01 to 05)</b>	
<b>Government contributions</b>	
07 Local appropriation (contribution from your council to the operation of library)	
08 Provincial library operating grant	
<b>Other government contributions</b>	
09 Directly from neighbouring municipality (e.g. village, town, county, municipal district)	
10 Directly from Improvement District/Summer Village	
11 Cash transfer from another municipal library board	
12 Cash transfer from library system (do not include system book allotment)	
13 School board, FCSS	
14 Employment programs (e.g. STEP, Canada Summer Jobs)	
15 Other grants (e.g. capital grants from your municipality, CFEP, CIP) please list	
15a _____	
15b _____	
15c _____	
<b>Other revenue</b>	
16 Book sales	
17 Fundraising (donations and other fundraising activities, incl. from Friends groups)	
18 Fees and fines (card fees, fines, non-resident deposits)	
18a Fees	
18b Fines	
19 Program revenue	
20 Room rentals	
21 Other service revenue (e.g. photocopying, faxing, contracts)	
22 GST refund	
23 Interest	
24 Transfers from reserve accounts	
25 Other income (please list)	
25a _____	
25b _____	
25c _____	
<b>26 TOTAL CASH RECEIPTS (add lines 07 to 25)</b>	
<b>27 TOTAL CASH TO BE ACCOUNTED FOR (add lines 06 and 26)</b>	

CASH DISBURSEMENTS FOR YEAR		Reporting Period 2018
<b>Staff</b>		
28	Salaries, wages and benefits	
29	Honoraria (volunteers)	
30	Moving expenses	
31	Course or conference fees	
32	Travel and hospitality (staff)	
<b>33</b>	<b>TOTAL STAFF EXPENSE</b> (add lines 28 to 32)	
<b>Library resources</b>		
34	Books (include freight and purchased cataloguing; <b>do not</b> include money you transfer to your library system for book purchases, that info goes on line 59)	
35	Periodicals and newspapers	
36	Non-print materials (e.g. audio-visual materials, loanable objects)	
37	Digital and electronic resources	
<b>38</b>	<b>TOTAL LIBRARY RESOURCES</b> (add lines 34 to 37)	
<b>Administration</b>		
39	Audit and/or annual financial review	
40	Board expenses (incl. honoraria, travel, course and conference fees)	
41	Equipment rentals and maintenance	
42	Contracts for services (e.g. bookkeeping, IT services)	
43	Legal fees, bank charges, refunds and deposits	
44	Library supplies (incl. binding & repair)	
45	Association memberships ( <b>Do not include payments to a regional library system, that info goes on line 59</b> )	
46	Postage and box rental	
47	Program expense (incl. publicity/advertising, equipment rental, artist's fees)	
48	General office supplies (incl. stationery, printing and copier supplies)	
49	Telephone and telecommunications (incl. internet connections)	
50	Other materials and supplies	
51	Other expenses	
<b>52</b>	<b>TOTAL ADMINISTRATION EXPENSE</b> (add lines 39 to 51)	

CASH DISBURSEMENTS FOR YEAR (cont'd)		Reporting Period 2018
<b>Building costs</b>		
53	Insurance	
54	Janitorial and maintenance (janitorial service/supplies, maintenance and minor repairs to building and grounds)	
55	Utilities	
56	Occupancy costs (e.g. share of building costs in joint-use buildings)	
57	Rent	
<b>58</b>	<b>TOTAL BUILDING EXPENSE</b> (add lines 53 to 57)	
<b>Transfer payments</b>		
59	Transfer to other library boards ( <b>please specify boards</b> : may include municipal or library system boards for membership fees, etc.)	
59a		
59b		
59c		
59d		
59e		
59f		
60	Contract payments to library societies (please list)	
60a		
60b		
60c		
60d		
<b>61</b>	<b>TOTAL TRANSFER PAYMENTS</b> (add lines 59 and 60)	
<b>62</b>	<b>TOTAL OPERATING EXPENDITURE</b> (add lines 33, 38, 52, 58, and 61)	
63	Loan interest and payments	
64	Transfer to other accounts (e.g. capital, operating reserves)	
<b>Capital expenditures</b>		
65	Building repairs and renovations (e.g., roof, carpet, partitions)	
66	Furniture and equipment (incl. computer hardware)	
67	Other (please list)	
67a		
67b		
<b>68</b>	<b>TOTAL CAPITAL EXPENDITURE</b> (add lines 65 to 67)	
<b>69</b>	<b>TOTAL CASH DISBURSEMENTS</b> (add lines 62, 63, 64, 68)	

Cash balance at end of reporting year		
70	Cash on hand	
71	Total in current bank accounts	
72	Total in savings accounts	
73	Term deposits	
74	Other committed funds (e.g. trusts and bequests, reserves, capital)	
<b>75</b>	<b>TOTAL CASH ON HAND</b> (add lines 70 to 74)	
<b>76</b>	<b>TOTAL CASH ACCOUNTED FOR</b> (add lines 69 and 75)	

**Summary of cash receipts and disbursements statement**

**For the year ended December 31, 2018**

	<b>Reporting Period 2018</b>
Total cash receipts for the year (from line 26)	
<b>SUBTRACT</b> Total cash disbursements for the year (from line 69)	
Net cash increase or (decrease) from operations	
<b>ADD</b> Total opening cash on hand and in bank (from line 6)	
<b>TOTAL CLOSING CASH ON HAND IN BANK</b> (from line 75)	

**Please continue on to page 7 if your municipality made any payments on behalf of the library board.**

**Please have the Municipal Administrator fill out page 7.**

## Direct Payments - Receipts and Disbursements

**Costs paid directly by the municipality *on behalf of the library board* are referred to as direct payments.** If the municipality pays costs in addition to its local appropriation to the library board, this form must be completed by a Municipal Administrator. Report only that portion of the municipal expenditure that is paid on behalf of the library board. These figures may be subject to audit Do not include in kind contributions. The funds in lines a. through L. should not be included in the library board's financial review. Also, the amount of local appropriation (cash transfer from the municipality to the library board) is already recorded in the library board's financial review and should not be included on this form.

OPERATING EXPENDITURES PAID BY MUNICIPALITY (DIRECT PAYMENTS)	Reporting Period 2018
a. Staff (e.g. salaries, wages and benefits, moving expenses, course fees)	
b. Building maintenance (e.g. janitor, supplies, maintenance, repairs)	
c. Insurance	
d. Utilities	
e. Audit/financial review	
f. Rent (paid to private landlord, not to municipality)	
g. Telephone/Internet	
<b>H. TOTAL OPERATING EXPENDITURES PAID BY MUNICIPALITY (add lines a. to g.)</b>	<b>\$ -</b>
<b>Other expenditures paid by municipality</b>	
i. Debenture interest and principal	
j. Capital or special grants (one-time grants)	
k. Library system membership (If your municipality is a member of a regional library system, report only the amount the municipality paid in membership fees/levies to the library system for the reporting period)	
<b>L. TOTAL OTHER EXPENDITURES PAID BY MUNICIPALITY (add lines i. to k.)</b>	<b>\$ -</b>

I, \_\_\_\_\_, Administrator

of \_\_\_\_\_  
(name of municipality)

**certify that the amounts stated above are the costs incurred by the municipality in providing the indicated services to the**

\_\_\_\_\_

(legal name of library board)

Print name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_



# REQUEST FOR DECISION

Meeting: January 13, 2020  
Agenda Item: 17

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## CLARESHOLM FOOD BANK LEASE

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### **BACKGROUND / DESCRIPTION:**

December 9, 2019 Council carried a motion for the Food Bank lease with a term of January 1, 2020 to December 31, 2024, with a 5-year option to renew, in the amount of \$250.00 plus utilities (75% electric, 100% gas).

Since that time the Food Bank has met with Administration and asked if possible, for a flat fee which would be reviewed annually. This will assist with their budgeting and also book keeping, not requiring additional invoicing and payments for the utilities. They are requesting a flat fee of \$550.00 per month which is approx. the amount if averaged over the year for the existing utilities. The addition of the annual review will ensure that if the utilities are more or less, adjustments can be made.

The Food Bank has also been investigating the space for their required renovations and are preparing a grant application to the Community Facility Enhancement Program. They will require a letter of support (no Town funds required) from the landowner in regards to the application. The deadline for the grant application is January 15, 2019.

### **PROPOSED RESOLUTIONS:**

1: Enter into the lease agreement with the Claresholm Food Bank as revised for the flat fee of \$550.00 per month with the fee to be reviewed annually.

2: Carry a motion to support the grant application to the Community Facility Enhancement Program for the renovations to the Food Bank located at 4122 3 St East. There is no commitment to matching funds required.

### **RECOMMENDED ACTION:**

Moved by Councillor \_\_\_\_\_ to rescind motion #19-188.

Moved by Councillor \_\_\_\_\_ to enter into a lease agreement with the Claresholm Food Bank for the location at 4122 3 St East for the terms and conditions as proposed (January 1, 2020 to December 31, 2024, with a 5-year option to renew) for a flat fee of \$550.00 with the fee to be reviewed annually.

Moved by Councillor \_\_\_\_\_ to write a letter of support for the Claresholm Food Bank's application to the Community Facility Enhancement Program for the purpose of the renovations at the Food Bank location of 4122 3 St East.

### **ATTACHMENTS:**

- 1.) Request letter

PREPARED BY: Tara VanDellen, Planner/Development Officer

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APPROVED BY: Marian Carlson, CLGM - CAO

DATE: December 23, 2019

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# CLARESHOLM FOOD BANK and COMMUNITY OUTREACH SOCIETY

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Town of Claresholm Council  
Box 1000  
Claresholm, Alberta  
T0L0T0

January 6, 2020

To Mayor Doug MacPherson and Members of the Claresholm Town Council,

Re: Letter of Support

The Claresholm Food Bank and Community Outreach Society are seeking the Support of the Claresholm Town Council via letter with respect to a Community Facility Enhancement Program Grant application (CFEP) for the renovations of the building located at 4122 3 St East, in the North portion of the Town of Claresholm shop building (old recycling center) in Claresholm, Alberta, legally described as a portion of Lot 3, Block 3, Plan 6752JK.

After having been located in the basement of the Town Administration building for almost 30 years, the Claresholm Food Bank is now in the process of moving to the above location, but require renovations prior to the move. We have been an integral part of the community in helping those in need to overcome challenges they are facing with the supplementation of food and helping to reduce the gap on their financial stresses. The Claresholm Food Bank operates solely on the hard work and dedication of volunteers and are seeing a greater need for distribution of hampers on a monthly basis. We are committed to relieving hunger today and preventing hunger tomorrow.

We understand that Alberta Health Services will have to approve any and all renovations, to ensure that the building codes are adhered to.

Thank you in advance for your support

Yours truly,

Wendy Norby  
President  
The Claresholm Food Bank and community Outreach Society



# REQUEST FOR DECISION

Meeting: January 13, 2020  
Agenda Item: 18

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## LEASE AGREEMENT – CLARESHOLM GOLF CLUB

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### **BACKGROUND / DESCRIPTION:**

October 28, 2019 Council carried a motion to direct administration to formulate a new lease agreement with the Claresholm Golf Club and to bring an updated draft agreement back to Council for approval. Administration has drafted a lease agreement with a few changes. As per discussions with the Golf Club Manager there was questions regarding the boundaries, maintenance and responsibilities. There was also an error in the legal land description that has now been corrected. Schedule A has been added to show the boundaries. The lease agreement was circulated to our infrastructure department for their review and comments as well.

As per the lease agreement the Golf Club is responsible for all operations and maintenance of the grounds, etc. The lease indicated all structures are also theirs to inspect and maintain. As the golf course is the drainage corridor for the Town of Claresholm, added within the agreement, was that no grades, etc. should be altered within the ditches, but routine maintenance (mowing) shall be completed by the Golf Club.

The lease agreement was circulated to the Golf Club for their review and comments.

### **RECOMMENDED ACTION:**

Moved by Councillor \_\_\_\_\_ to enter into a lease agreement with the Claresholm Golf Club for the terms and conditions as proposed (January 1, 2020 to December 31, 2024, with a 5-year option to renew).

### ATTACHMENTS:

- 1.) Draft Lease Agreement

PREPARED BY: Tara VanDellen, Planner/Development Officer

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APPROVED BY: Marian Carlson, CLGM - CAO

DATE: December 23, 2019

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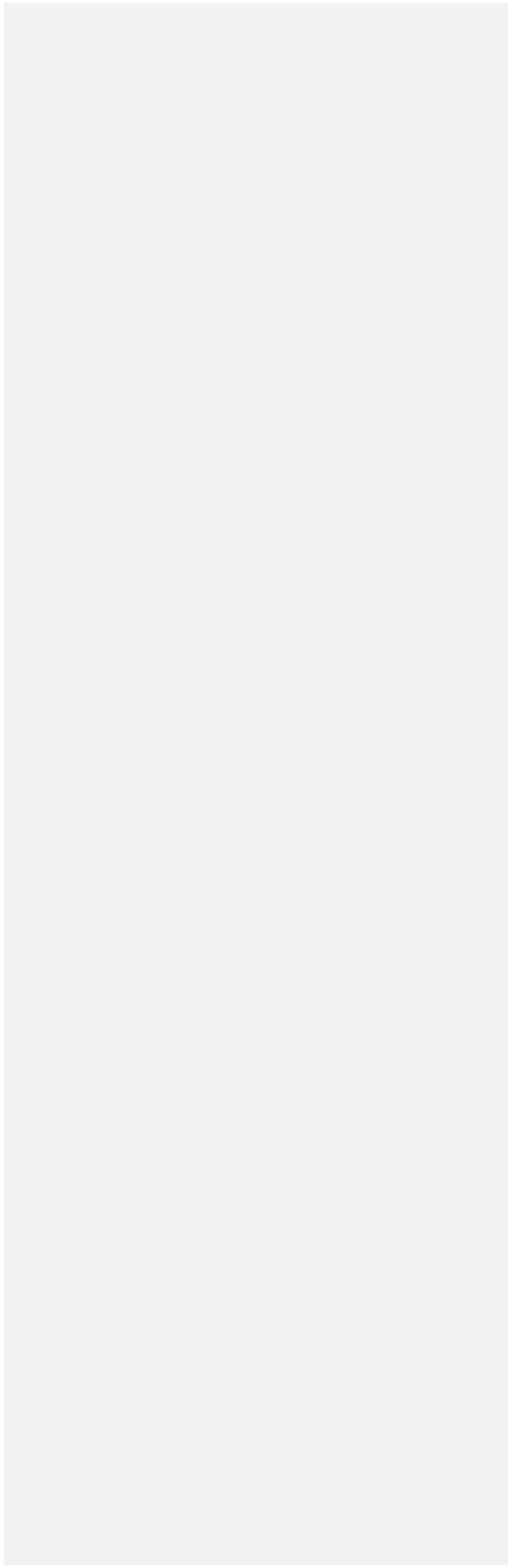
**LEASE AGREEMENT**

**TOWN OF CLARESHOLM**

**TO**

**CLARESHOLM GOLF CLUB**

DRAFT



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:**

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 1<sup>st</sup> day of January, 2020
- (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; Block R1, Plan 7810016; and Lot 25, Block B, Plan 0512024 4:27:12;23:SW. (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) "Leased Premises" means all lands and buildings located within the golf course as shown on Schedule "A".

- (g) "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;
- (h) "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;
- (i) "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
- (j) "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 December 31, 2024, 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) all Town owned equipment or property shall not be sold, traded or disposed of without written permission by the landlord;
- (d) Provide annually to the Town of Claresholm a reviewed and signed copy of financial statements and society filing to ensure status (within 6 months of fiscal year end).
- (e) 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;
- (f) 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;
- (g) 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;
- (h) 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;
- (i) 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.

(j) maintain and inspect all fencing located around and/or within the Leased Premises. Any fences constructed by the landlord will be the landlords to maintain, any golf course fencing for golf course purposes will be the tenants to maintain.

(k) maintain and inspect all drainage corridors, ponds, or other water features throughout the Leased Premises (this includes mowing, etc.) The tenant will not dig, change elevations or grades, or alter the levels of any ponds, without prior permission from the landlord.

(l) be responsible for the removal of any snow along the road, and parking lot from the fall closure to the spring opening date (golf course off-season). Other routine maintenance (grading, oiling, etc.) will be completed by the landlord annually or as required.

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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 written 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;
- (c) risks normally insured against by Tenants of a Leased Premises in the Province of Alberta, in particular for the contents owned by the Tenant;
- (d) The Landlord shall purchase and maintain in force during the Term and any renewal term insurance coverage on the Leased Premises, the Equipment, and all intrinsic fixtures and improvements within the Leased Premises.

10.2 Additional Terms. All such policies of insurance maintained by the Landlord and the Tenant may contain a waiver or 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 effectaffect 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 [effectaffect](#) 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 **restaurant**, 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,
  - (v) commences proceedings to wind itself up or if winding up proceedings are commenced in respect of the Tenant.
- (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 labor dispute or otherwise, in which case all notices shall be delivered or sent by prepaid courier.

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

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

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

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

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

16.9 Binding Effect. This Lease and everything contained within this Lease shall 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: \_\_\_\_\_

Date: \_\_\_\_\_

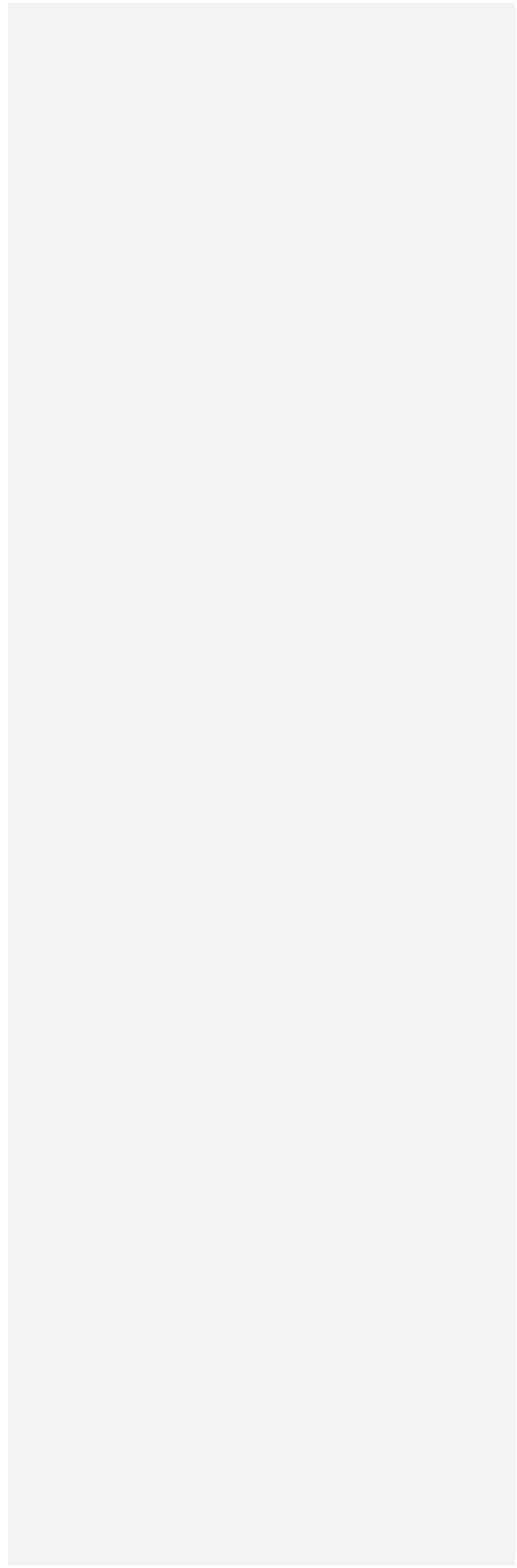
Per: \_\_\_\_\_

**CLARESHOLM GOLF CLUB**

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

Date: \_\_\_\_\_

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





**SCHEDULE "A"**



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# REQUEST FOR DECISION

Meeting: January 13, 2020  
Agenda Item: 19

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## Multi-use Building Project Proposals

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Administration requests a motion of Council to accept a proposal for the Multi-use Buildings Project. The request for proposals (RFP) closed December 17, 2019. Administration reviewed the proposal and short-listed the proposals for Adhoc Committee Review. Members of the Adhoc Committee as well as representatives from Daycare and Playschool reviewed the proposals January 6, 2020. As per the RFP, the successful proponent, if any, will be notified by January 15, 2020.

### **DISCUSSION:**

14 proposals were submitted for the project. The proposals were graded based on the following evaluation criteria:

- organizational profile.
- overall suitability of the proposal (objectives, approach taken, delivery schedule)
- proponent qualifications (experience, team, technical capability, etc.)
- proposal compensation (overall value for money)
- proposal completeness (detail and presentation)

The Adhoc Committee recommends accepting the proposal from Tricon Developments Inc. in the amount of \$1,763,837.00 for the Multi-use Building and \$1,274,496.00 for the Daycare and Playschool building plus G.S.T. This design is functional without many required changes, and provides flexibility moving forward with room for expansion. The company is experienced with design/build projects. There are value added upgrades to the design & components as well as inclusions on, window shades, sound panels, extra washroom facilities, daycare/playschool fencing, etc.

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

The total budgeted cost for this project is \$3,800,000. The project is to be funded by way of grants and debenture. Servicing, parking lots, landscaping, etc. are not included in the above prices, but will be included in the overall budget.

### **PROPOSED RESOLUTION:**

Moved by Councillor \_\_\_\_\_ to award the contract for the Multi-use Buildings Project to Tricon Developments Inc. in the amount of \$3,038,333.00 plus GST.

### **ATTACHMENTS:**

- 1.) DRAFT Perspectives/Floor Plans

PREPARED BY: Tara VanDellen, Planner/Development Officer

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APPROVED BY: Marian Carlson, CLGM - CAO

DATE: January 9, 2020

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Front / side view





Front / side view





Rear / Side View



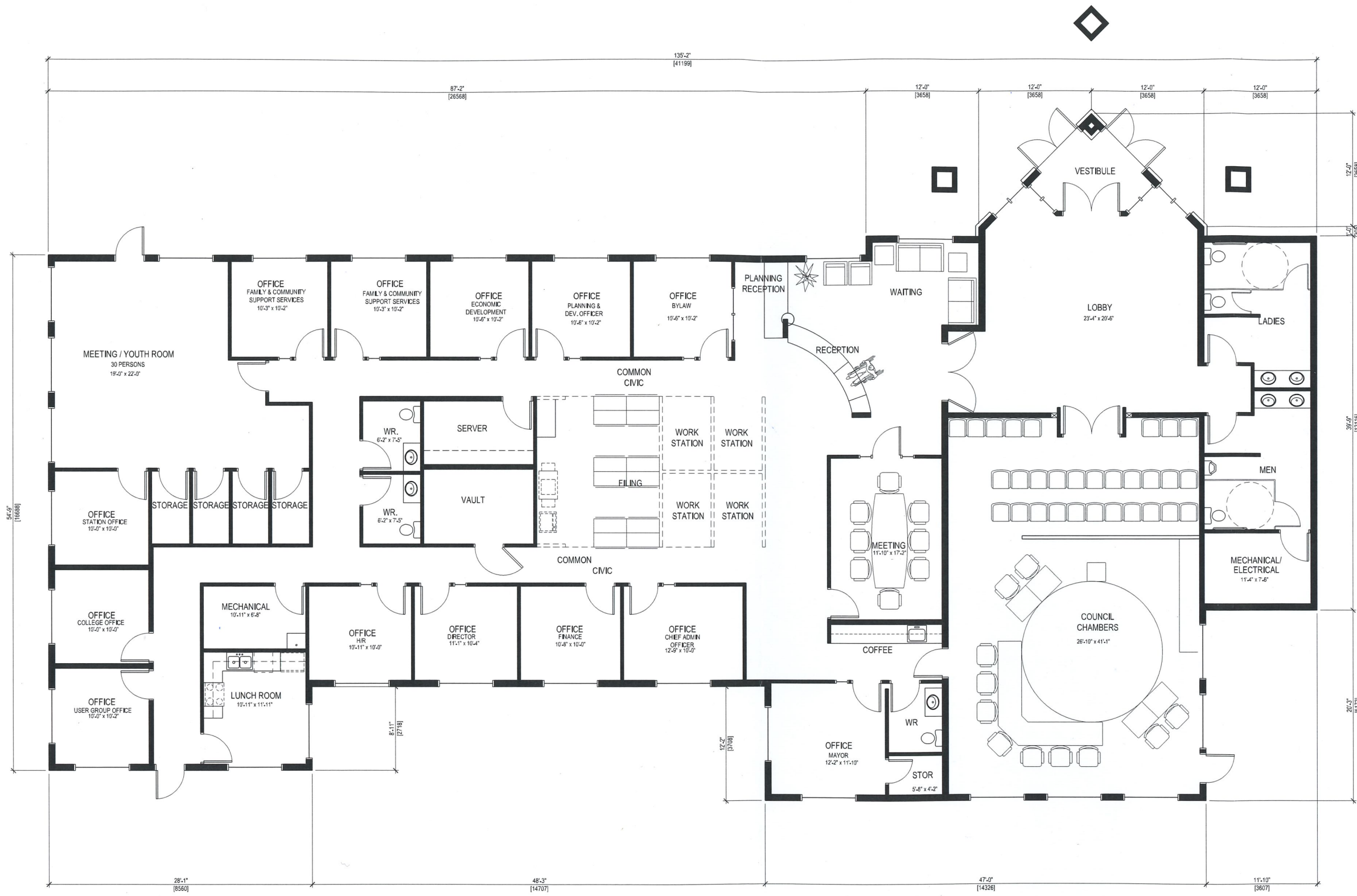


Rear / Side View



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**MAIN FLOOR PLAN**  
SCALE: 3/16"=1'-0"  
FLOOR AREA = 7,185Sqft (667Sqm)





DAYCARE / PLAY-SCHOOL  
FRONT / SIDE

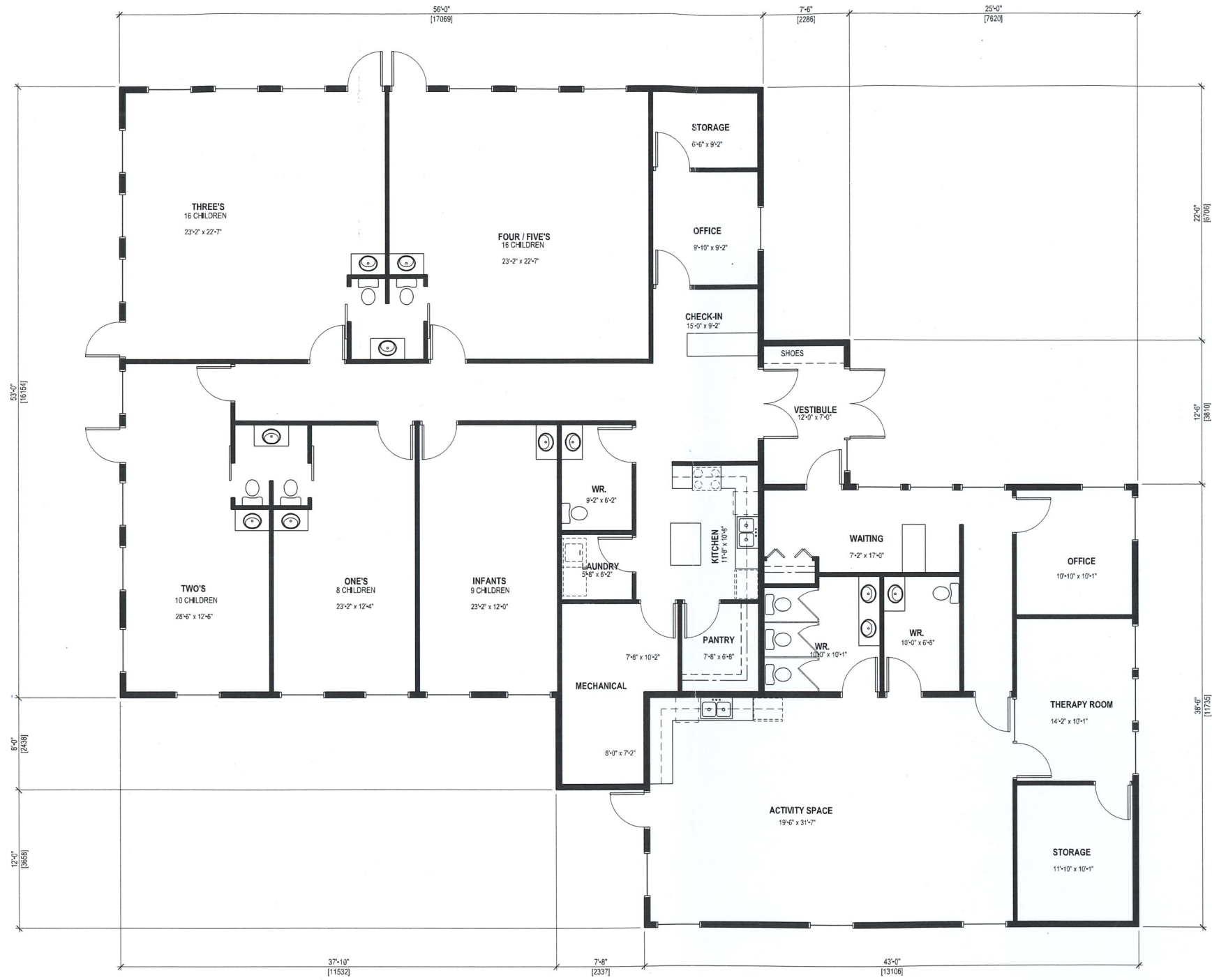






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**MAIN FLOOR PLAN**  
SCALE: 3/16"=1'-0"  
FLOOR AREA = 4,584Sqft (425Sqm)



# REQUEST FOR DECISION

Meeting: January 13, 2020  
Agenda Item: 20

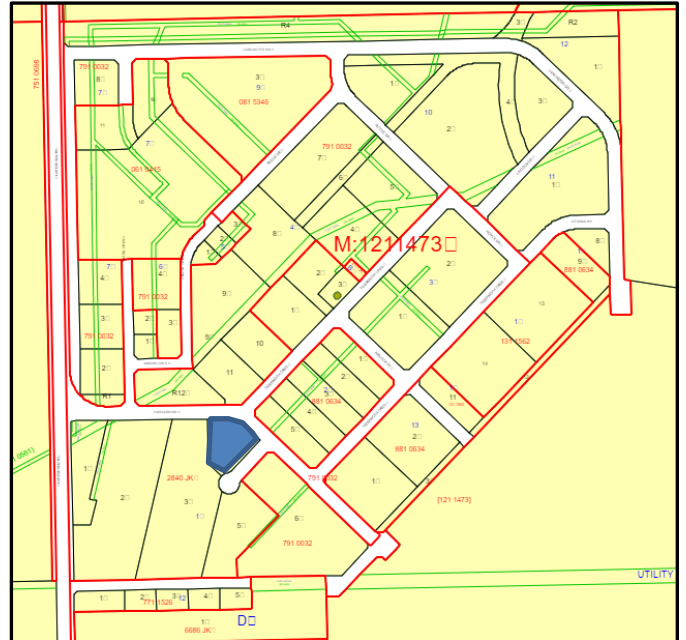
## PUMP HOUSE & LAND TRANSFER

**BACKGROUND:** Location: Lot 4, Block 1, Plan 2840JK (SW;21;12;27;W4) containing 1.04 acres.

The water and sanitary system at the airport have been transferred to the MD. At the time of transfer the pump house and land was not included, but was intended to be transferred as part of the infrastructure system. With the MD taking over all the infrastructure at the airport, they wish to investigate the operating of the high-pressure fire suppression system moving forward.

All reclamation that the Town is required to complete with the system and the transfer to the MD as per our Alberta Environment and Parks (AEP), has been completed. Therefore, from a legal standpoint, there is nothing which prevents the Town from transferring the system at this time. The Airport Pump Station building may need minor repairs, and all pumps etc. had been working fine leading up to the shutdown.

The MD assessment for the parcel is land \$37,130; improvements (shed) \$16,850; for a total of \$53,980. The cost for the fire pump and accessories supplied by CHAMCO was \$105,000.00. Total value = \$158,980.00. There is a monument on the property that the MD will now be responsible for. They are aware of this monument.



### **RECOMMENDED ACTION:**

Moved by Councillor \_\_\_\_\_ to transfer Lot 4, Block 1, Plan 2840JK, and all buildings and other improvements affixed to the lands, to the MD of Willow Creek No. 26 for \$1.00 (one dollar).

ATTACHMENTS:  
1.) N/A

PREPARED BY: Tara VanDellen, Planner/Development Officer

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: December 23, 2019



**Town of Claresholm  
Income Statement by Function  
November 30, 2019**

Revenue	NOVEMBER	2019 YTD	2019 BUDGET
Tax and requisition revenue	(23,095.51)	(3,851,783.28)	(3,554,761.32) <b>1</b>
General administration revenue	(877.13)	(192,878.35)	(276,800.00) <b>2</b>
Police	(849.52)	(20,035.63)	(33,000.00)
Fire	(8,800.00)	(21,500.00)	(77,069.00)
Bylaw enforcement	(852.98)	(20,263.66)	(50,400.00) <b>3</b>
Roads, streets, walks, lighting	(220.00)	(28,640.00)	(40,000.00)
Airport	-	(2,000.00)	(5,000.00)
Storm sewers and drainage	-	(9,112.91)	(2,745,823.00) <b>2</b>
Water supply and distribution	(41,672.65)	(1,271,708.73)	(1,560,500.00)
Wastewater treatment and disposal	(11,250.45)	(295,941.21)	(390,162.00)
Garbage Collection	(17,833.75)	(360,672.87)	(413,500.00)
Recycling	(3,132.39)	(135,557.50)	(163,500.00)
FCSS	(24,404.95)	(272,039.95)	(292,000.68)
Cemetery	(2,875.00)	(17,925.00)	(17,500.00)
Physician recruitment	-	-	-
Economic development	(2,800.00)	(26,563.33)	(46,328.35)
Land use planning, zoning and development	(3,968.86)	(52,776.88)	(66,600.00)
Parks and recreation	(19,604.98)	(301,127.99)	(753,220.00) <b>2</b>
Culture - libraries and museum	-	(7,769.56)	(21,291.00)
	<u>(162,238.17)</u>	<u>(6,888,296.85)</u>	<u>(10,507,455.35)</u>
<b>Expenses</b>			
Legislative	9,265.84	97,735.08	113,500.00
Administration	69,752.70	1,097,013.84	1,321,232.00
Fire	34,415.89	191,959.77	275,145.00
Bylaw enforcement	9,247.60	116,781.22	112,475.00
Common and equipment pool	32,448.66	414,289.63	581,187.00
Roads, streets, walks and lighting	32,053.99	442,708.56	808,845.00
Airport	520.42	10,860.54	16,077.00
Storm sewers and drainage	3,147.26	6,841.70	280,265.00
Water supply and distribution	50,790.70	690,238.81	1,317,699.00
Wastewater treatment and disposal	16,661.86	132,421.00	534,436.00
Garbage Collection	34,227.57	313,382.44	391,734.00
Recycling	19,477.56	139,948.32	173,437.00
FCSS	16,709.87	233,679.43	314,109.00
Daycare	3,183.50	35,018.50	38,202.00
Cemetery	1,367.02	22,461.60	20,661.00
Physician recruitment	-	1,050.00	3,000.00
Economic development	12,448.81	255,912.41	276,863.70
Agriculture - weed and pest control	149.00	12,382.94	50,146.00
Land use planning, zoning and development	11,863.05	168,191.43	208,042.00
Parks and recreation	50,501.11	677,207.93	1,033,039.00
Culture - libraries and museum	4,965.76	316,625.26	379,930.00
	<u>413,198.17</u>	<u>5,376,710.41</u>	<u>8,250,024.70</u>
<b>Net Income</b>	<u><b>245,160.22</b></u>	<u><b>(1,517,280.76)</b></u>	<u><b>(2,257,430.65)</b></u>

**Notes:**

- 1** Tax revenues are over budget due to additional education requisition payments to be made that net against revenue
- 2** Revenues are low due to revenues related to capital projects not yet recognized and/or realized (i.e. projects not done).
- 3** Down due to less fine income for provincial tickets (i.e. traffic violations). This is a result of changes to the CPO program and ending CPO contracted services.





**Town of Claresholm  
Income Statement by Object  
November 30, 2019**

Revenue	NOVEMBER	2019 YTD	2019 BUDGET
Net municipal taxes	0.03	(3,505,229.82)	(3,213,352.32) <b>1</b>
Special assessments	-	(13,010.07)	(12,934.00)
User fees and sales of goods	(84,713.89)	(2,076,729.86)	(2,601,840.00)
Government transfers for operating	-	(127,504.50)	(247,188.35)
Investment income	(5,230.43)	(91,758.81)	(70,000.00) <b>2</b>
Penalties and costs of taxes	(1,854.96)	(79,170.78)	(126,000.00) <b>3</b>
Licenses and permits	(1,611.36)	(82,354.38)	(99,300.00)
Other local government transfers	-	(64,766.00)	(69,000.00)
Proceeds from disposal of capital assets	-	(25,845.00)	(40,000.00)
Franchise and concession contracts	(17,010.15)	(189,759.86)	(206,609.00)
Rental	(12,718.89)	(86,156.10)	(113,250.00)
Other	(14,693.57)	(65,489.72)	(35,650.00)
Government transfers for capital	-	(208,482.00)	(3,380,331.00) <b>4</b>
FCSS	(24,404.95)	(272,039.95)	(292,000.68)
	<u>(162,238.17)</u>	<u>(6,888,296.85)</u>	<u>(10,507,455.35)</u>
<b>Expenses</b>			
Salaries, wages and benefits	228,578.27	2,641,971.46	3,065,388.00
Contracted and general services	46,683.92	1,172,845.77	1,401,576.70
Materials, goods, supplies, and utilities	126,532.63	1,082,628.16	1,294,626.00
Bank charges and short-term interest	28.39	203.62	-
Interest on long-term debt	-	109,024.14	194,030.00
Other expenditures	1,687.52	25,007.55	31,440.00
Transfers to organizations and others	9,687.44	345,029.71	401,917.00
Purchases from other governments	-	-	-
Amortization	-	-	1,861,047.00 <b>5</b>
	<u>413,198.17</u>	<u>5,376,710.41</u>	<u>8,250,024.70</u>
<b>Net Income</b>	<u><b>245,160.22</b></u>	<u><b>(1,517,280.76)</b></u>	<u><b>(2,257,430.65)</b></u>
<b>Other</b>			
Transfers to/from reserves	-	-	(318,778.35)
Capital expenditures	125,989.17	1,564,132.66	6,900,331.00
Debt Proceeds	-	-	(2,800,000.00)
Debt Principal Repayment	-	199,602.87	336,925.00
Amortization addback	-	-	(1,861,047.00)
	<u><b>371,149.39</b></u>	<u><b>246,454.77</b></u>	<u><b>-</b></u>

**Notes**

- 1** Tax revenues are over budget due to additional education requisition payments to be made.
- 2** Investment income is over budget primarily due to some of the interest revenue being related to interest income on grant funds held, which will be reclassified at year-end to deferred revenue, reducing 2019 interest income closer to budget.
- 3** Penalties and costs of taxes are down primarily due to less fine income for provincial tickets (i.e. traffic violations). This is a result of changes to the CPO program and ending CPO contracted services.
- 4** Most this revenue isn't recognized until year end when adjusting entries are made to recognize previously deferred revenue.
- 5** Amortization isn't recorded until yearend.



**Claresholm**

# INFORMATION BRIEF

Meeting: January 13, 2020  
Agenda Item: 22

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## ORRSC – SUBDIVISION FEES

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Oldman River Regional Services Commission (ORRSC) provides its member municipalities with the service of processing subdivision applications. They have provided the Town with information regarding an increase in subdivision costs for 2020.

2019 fees: \$700.00 application, \$325 per lot created, \$200 per lot created endorsement fee.  
2020 fees: \$710.00 application, \$330 per lot created, \$205 per lot created endorsement fee.

The 1st extension request fee, from \$325 to \$330

The 2nd extension request fee, from \$425 to \$430

The 3rd extension request fee, from \$525 to \$530

Subdivision costs to member communities (Town owned properties) will remain at half the normal cost to private applicants. (Note: this has not applied to the recent subdivisions however, as those were Town projects (school and Cottonwood area), but not Town owned lands.)

We have updated the brochures at the office and recycled the previous brochures to ensure we are using the most current information. The applications and brochures can be found at the link below.

<https://www.orrsc.com/subdivision/>

**ATTACHMENTS:**

- 1.) Brochure from ORRSC

PREPARED BY: Tara VanDellen, Planner/Development Officer

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APPROVED BY: Marian Carlson, CLGM – CAO

DATE: December 23, 2019

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## What is ORRSC?

- The *Oldman River Regional Services Commission (ORRSC)* is a cooperative effort of 42 municipalities in southwestern Alberta that provides municipal planning services to its members.
- ORRSC is responsible for processing subdivision applications and providing recommendations. The final decision lies with the local municipal Subdivision Authority.

## What is Subdivision?

- Subdivision is the division of land into 2 or more parcels, each to be given a separate title.
- Subdivision approval is also required for title separations, property line adjustments, bareland condominiums and the registration of long-term leases.

## Who Makes the Rules?

The Province – through the **Municipal Government Act**, the **Subdivision and Development Regulation**, and any other Government department.

The Municipality – through the land use bylaw and adopted statutory plans including Municipal Development Plans, Area Structure Plans, etc.



## MEMBER MUNICIPALITIES

<b>Rural:</b>	Cardston County Lethbridge County County of Newell Municipal District of Pincher Creek No. 9 Municipal District of Ranchland No. 66 Municipal District of Taber Vulcan County County of Warner No. 5 Municipal District of Willow Creek No. 26
<b>City:</b>	Brooks
<b>Towns:</b>	Municipality of Crowsnest Pass Bassano           Nanton Cardston           Nobleford Claresholm       Picture Butte Coaldale           Pincher Creek Coalhurst         Raymond Fort Macleod     Stavelly Granum            Vauxhall Magrath           Vulcan Milk River
<b>Villages:</b>	Arrowwood       Duchess Barnwell         Glenwood Barons            Hill Spring Carmangay       Lomond Champion         Milo Coutts            Stirling Cowley            Warner

*Oldman River Regional  
Services Commission*

## Before You Subdivide

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*OLDMAN RIVER REGIONAL SERVICES COMMISSION*

3105 - 16 Avenue North  
Lethbridge Alberta  
T1H 5E8

Phone: 403-329-1344  
Toll Free: 1-844-279-8760  
E-mail: [subdivision@orrsc.com](mailto:subdivision@orrsc.com)  
Webpage: [www.orrsc.com](http://www.orrsc.com)

*I want to apply for  
subdivision....*

*Where do I start?*



## How do I Start?

### 1 Preliminary Evaluation

It is **essential** that the landowner contact a Planner at ORRSC to discuss their proposal prior to submitting an application. The Planner will discuss site suitability and conformity with local and provincial planning regulations. They can also assist you in determining whether additional processes and professional services will be required and what additional costs you may incur. *If you wish to meet with a planner, a scheduled appointment is recommended.*

### The Big Questions . . .

**How Much Will This Cost?** – The cost can vary greatly depending on the complexity of your subdivision. Some of the basic costs of subdivision are listed below.

**Subdivision Application Fee:** This fee is payable to ORRSC and due at the time the application is submitted:

\$710.00 Application Fee
\$330.00 Per Lot Created
= \$1,040.00 (for basic 1 lot subdivision)

The fee payable at the time of endorsement is:

\$205.00 Per Lot Created
--------------------------

**Additional Costs:** You may incur additional costs from review agencies and/or professionals for services such as:

- Surveying
- Area Structure Plan Preparation
- Irrigation District Fees
- Municipal Reserve Payment
- Installation of Municipal Services
- Engineering Reports
- Legal Fees

### How Long Will This Take?

- Upon receipt of a completed subdivision application, the Subdivision Authority has 60 days to make a decision.
- If the subdivision is approved, the applicant has one year to meet all their conditions & submit final documents and plans for endorsement by ORRSC.
- After endorsement, the subdivision must be registered with the Land Titles Office within one year.

### 2 Making an Application

A **complete** application will include the following:

- An application form (available at your municipal office, ORRSC office, or online at [www.orrsc.com](http://www.orrsc.com))
- a detailed diagram of the proposal which must include lot line dimensions.
- the applicable fee. Please make cheques payable to ORRSC and submit your application to the ORRSC office. Fees may also be paid by eTransfer to [subdivision@orrsc.com](mailto:subdivision@orrsc.com)
- a surveyor's sketch (completed by an Alberta Land Surveyor, A.L.S.) of existing structures when the application is in an **urban** municipality, Lethbridge County, Cardston County, County of Newell, Vulcan County or Municipality of Crowsnest Pass.
- a certificate of title printed within the last 30 days. Available at any registry office or on-line at [www.spin.gov.ab.ca](http://www.spin.gov.ab.ca)
- a map from the AER (Alberta Energy Regulator) identifying the presence or absence of abandoned oil/gas wells and either a statement that there are no abandoned wells or a list and map identifying the location of abandoned wells. This information can be obtained from the ERCB's Abandoned Well Viewer at [www.aer.ca](http://www.aer.ca) or by contacting their Customer Contact Centre at 1-855-297-8311 or by email: [inquiries@aer.ca](mailto:inquiries@aer.ca)
- any other info as discussed with your planner.



For more detailed information regarding the above, please visit [www.orrsc.com](http://www.orrsc.com) or contact our office.



### 3 Approval Process

- After the application is deemed complete, the Planner will evaluate the application and prepare a preliminary report. The application is then circulated to legislated agencies, utilities, and adjacent property owners.
- After the 19 day referral period, the Planner will review the responses, evaluate the planning issues, and prepare a recommendation for the municipality's Subdivision Authority.
- The Planner presents the responses, recommendation, legislation, and any other relevant documentation or reports for the Subdivision Authority's consideration.
- The Subdivision Authority may approve or refuse the subdivision. The applicant and various referral agencies are notified of the decision in writing by the Oldman River Regional Services Commission.

### Appeal Period

- A subdivision may not be registered with the Land Titles Office until the appeal period (14 days from date of notice) has elapsed. An appeal may be filed by the applicant, government departments, or a school board on a matter of municipal reserve. Note that an adjacent landowner cannot file an appeal.
- An appeal must be in writing and contain reasons for the appeal. The Municipality may charge a fee to file an appeal.

### Finalization Process

*See ORRSC Brochure—“The Last Three Steps” for detailed information regarding the finalization process.*



# INFORMATION BRIEF

Meeting: January 13, 2020

Agenda Item: 23

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## REVISED LEAD MAC FOR DRINKING WATER SYSTEMS

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### DESCRIPTION:

In March 2019, Health Canada published a new lead limit in drinking water. The maximum allowable concentration (MAC) for lead was lowered to 0.005 mg/L and the point of compliance for lead has changed from the distribution system to the service connection point or property line (home/business owners tap). Alberta Environment and Parks (AEP) requires the Town of Claresholm to implement two phases for lead management.

**Phase 1:** Planning, communication and assessment (water quality monitoring, customer communication, use of filters in affected home/businesses, removal of lead service lines, regulatory annual reporting to AEP.

**Phase 2:** Mitigation (ongoing monitoring for lead in the distribution system and customers taps, ongoing lead service line (LSL) replacement, communication with customers, assessment of lead control options).

Lead levels leaving the Water Treatment Plant have always been below the MAC. Lead can leach into drinking water from LSLs, tin-lead solder, brass fittings and some water meters. The National Plumbing Code allowed the use of lead pipes until 1975 and tin-lead solder until 1986.

AEP requires waterworks facilities to develop and implement a lead management program starting January 1<sup>st</sup>, 2020 with water sampling completed by September 30<sup>th</sup>, 2021.

A stratified sampling system assessment to determine proper sample locations throughout the distribution system will be used to estimate the level of lead in the distribution system. Samples will be collected between May 1<sup>st</sup> and September 30<sup>th</sup> when the water is warmer at taps used for drinking water in homes and businesses. According to AEP the system assessment is based on population and a total of 40 samples are required at approximately \$25.00 per sample (\$1000.00). Addresses of water sampling locations will be stored into groups based on evidence and estimates of lead concentration.

The Town of Claresholm will be responsible for communicating with all home/business owners (letters, bill stuffers, website etc.) to ensure information for lead management is available to the public. Before the end of 2022, AEP plans to release additional information to support waterworks facilities implementing mitigation plans.

AEP Drinking Water Operations Specialist will be onsite in January, 2020 to discuss a lead assessment plan moving forward. During the last 25 years of distribution line repairs two lead lines have been located and removed on 50<sup>th</sup> Ave West in the downtown core. The last schedule 4 testing (town office) in July required by AEP showed lead levels well below the MAC.

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PREPARED BY: Brad Burns, Utility Services Manager

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: December 18, 2019

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**Claresholm**

# INFORMATION BRIEF

Meeting: January 13, 2020  
Agenda Item: 24

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## CFEP GRANT APPLICATION – Claresholm Public Library

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### **DESCRIPTION / BACKGROUND:**

Claresholm Library is applying for a CFEP grant to help fund the interior renovation project. This project was reviewed by Council in September 2018 and at that time referred to budget and investigation as to grant funding. The library would now like to proceed with applying for grant funding. They have requested a letter of support for the grant application, and are required to provide a letter from the land owner.

The project is entitled “Creating a Comfortable Space: Updating and Modernizing the Claresholm Public Library” and includes carpeting, painting, updating furnishings updating aging public access computers, etc. This is a slightly different scope to the project than was originally proposed in September of 2018 where they were looking at carpeting and HVAC system.

Due to the deadline being January 15<sup>th</sup> and in regards to policy #3.0.10 which allows Administration to write letters of support and report back to Council if timing is a factor, the attached letter was sent to the Library to include in their application.

### **DISCUSSION:**

The Library has not asked for any funding outside of what is within their already approved budget. This is just to inform Council (see the attached letter). No action is required.

### ATTACHMENTS:

- 1.) Library Request Letter
- 2.) CFEP Letter

### APPLICABLE LEGISLATION:

- 1.) Policy #3.0.10 – Grant Funding Policy

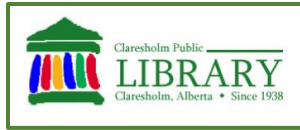
PREPARED BY: Tara VanDellen, Planner/Development Officer

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APPROVED BY: Marian Carlson, CLGM – CAO

DATE: December 23, 2019

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**Claresholm Public Library**

211-49 Avenue West  
Claresholm, AB. T0L 0T0  
Phone: (403) 625-4168

December 10, 2019

RE: Claresholm Public Library CFEP Grant Application – Request for Letter of Support

To Whom It May Concern,

The Claresholm Public Library is looking to upgrade the Library space in order to fulfil one of the goals outlined in the new Plan of Service 2020-2024. Some of the upgrades we hope to accomplish include: refreshment of the interior, replacement of worn furniture, and upgrades to some of the Library's aging technologies (e.g. public access computers). In order to start this project, we are working to secure funding. One of the methods we hope to acquire funding through is the Community Facilities Enhancement Program (CFEP) Grant.

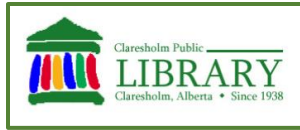
Within the application the project summary is as follows:

*Title of Project: Creating a Comfortable Space: Updating and Modernizing the Claresholm Public Library*

*Overview: The Claresholm Public Library is seeking funding to improve its physical space in order to create a more modern and comfortable place for community members to learn, read, connect, relax, and enjoy. In order to accomplish this goal additional funding is required to purchase new more functional furniture as well as replace the worn carpeting, paint, and other physical aspects of the Library.*

The CFEP application requires supporting documents from the landowner of the facility, including the Lease Agreement, which has been secured, as well as other letters of support from various community partners and stakeholders.

On behalf of the Claresholm Library and Library Board, I am hoping to receive the Town of Claresholm's support in the form of a Letter of Support addressing the importance of such upgrades to the Library, a vital community place within the Town of Claresholm.



**Claresholm Public Library**

211-49 Avenue West  
Claresholm, AB. T0L 0T0  
Phone: (403) 625-4168

The application deadline we are hoping to meet is January 15<sup>th</sup>, 2020.

Do not hesitate to contact me with any questions or concerns.

I look forward to hearing back.

Sincerely,

A handwritten signature in black ink, appearing to read "Holly Ottewell", written in a cursive style.

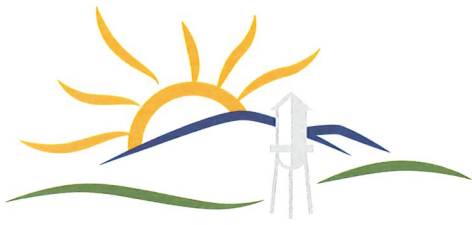
Holly Ottewell

Library Manager

Claresholm Public Library

(403) 625-4168

[manager@claresholmlibrary.ca](mailto:manager@claresholmlibrary.ca)



# Claresholm

Where **Community** Takes Root

December 12, 2019

Community Facility Enhancement Program  
Alberta Culture and Tourism  
Suite 212, 17205 – 106A Avenue  
Edmonton, AB T5S 1M7

[sent via the Claresholm Public Library]

**RE: MUNICIPAL LETTER OF SUPPORT  
COMMUNITY FACILITY ENHANCEMENT PROGRAM**

Please accept this letter of support for the Claresholm Public Library's grant application to the Community Facility Enhancement Program. Based on the information supplied to us, we wish to notify you that the Town of Claresholm is in support of their updating and modernizing project as outlined. As the landowner the Town fully support the Library in their efforts to maintain and upgrade their facility.

It should be noted that in the opinion of the Town of Claresholm, the Claresholm Public Library greatly enriches the quality of life of not only the Town residents but many others within the surrounding area as well. A public library provides an essential service within the community and is a valuable hub and resource for citizens of all ages. Please be advised that the Town of Claresholm fully supports this application. If you have any questions or concerns regarding the above, please contact the undersigned at your convenience.

Yours truly,

Marian Carlson, CLGM  
Chief Administrative Officer  
Town of Claresholm





# INFORMATION BRIEF

Meeting: January 13, 2020

Agenda Item: 25

## COUNCIL RESOLUTION STATUS

Regular Scheduled Meeting - October 28, 2019				
7	CORRES: Claresholm Golf Club - Moved by Councillor Cutler to direct administration to formulate a new lease agreement with the Claresholm Golf Club and to bring an updated draft agreement back to Council for approval. CARRIED MOTION #19-166	Mike/Tara	Agreement updates sent to Golf Course for review. To be presented to Council Jan 13 2020	Complete
8	CORRES: Claresholm Skatepark Association - Moved by Councillor Schlossberger to refer the request from the Claresholm Skatepark Association to the next regular meeting when the group has completed the Donation Request Form. CARRIED MOTION #19-167	Karine	Donation request on Jan 13, 2020 Agenda	Complete
Regular Scheduled Meeting - November 12, 2019				
2	CORRES: Hon. Nate Glubish, Minister of Service Alberta - Council directed Administration to contact Shaw Communications to find out where they are in regards to high speed internet for businesses in Claresholm and to report back to Council at the next meeting.	Brady/Tara	Currently being investigated. Update drafted to be on an upcoming Council agenda	In progress
Regular Scheduled Meeting - November 25, 2019				
1	BYLAW #1678 - Moved by Councillor Schlossberger to get a commitment from Willow Creek Funeral Services to purchase and install an additional columbarium at the cemetery for engraving. CARRIED MOTION #19-181	Mike/Blair	Mike working with Chad to identify location in Cemetery	In progress
4	CORRES: Claresholm Golf Club RE: Bridge by Holes 6 & 7 - Referred to Administration to determine cost of repairing the bridge.	Mike	Being investigated	In progress
Regular Scheduled Meeting - December 9, 2019				
1	BYLAW #1688 - Moved by Councillor Moore to amend section one (1) of Bylaw #1688 to read: "The Town of Claresholm Dog Bylaw #1628 shall be amended as follows:" prior to 2nd Reading. CARRIED MOTION #19-187	Karine	Change made	Complete
1	Moved by Councillor Cutler to give Bylaw #1688, a Dog Bylaw Amendment, 2nd Reading. CARRIED Moved by Councillor Schlossberger to give Bylaw #1688, a Dog Bylaw Amendment, 3rd & Final Reading. CARRIED	Karine	Bylaw printed & signed	Complete

2	BYLAW #1691 - Moved by Councillor Moore to give Bylaw #1691, the BMO Operational Borrowing Bylaw, 1st Reading. CARRIED	Blair	On the Jan 23rd 2020 Agenda for 2nd & 3rd Readings	Complete
3	BYLAW #1692 - Moved by Councillor Carlson to give Bylaw #1692, the AMSC Operational Borrowing Bylaw, 1st Reading. CARRIED	Blair	On the Jan 23rd 2020 Agenda for 2nd & 3rd Readings	Complete
4	Delegation Response: Claresholm Food Bank - Moved by Councillor Schlossberger to enter into a lease agreement with the Claresholm Food Bank for the terms and conditions as proposed (January 1, 2020 to December 31, 2024, with a 5-year option to renew) for \$250 per month plus utilities (75% electric charges, 100% gas charges). CARRIED MOTION #19-188	Tara/Mike	Draft lease agreement sent to the Food Bank for their review and signatures	Complete
11	CORRES: MD of Willow Creek RE: Community Airport Program Grant Application - Referred to the Joint Economic Development Committee with the MD of Willow Creek for further discussion.	Marian	Meeting scheduled for January 10, 2020	Complete
12	CORRES: Claresholm Minor Hockey - Moved by Councillor Cutler to approve the donation request of ice time for the March 19-22, 2020 Atom "B" Hockey Alberta Provincial Championships at the Claresholm Arena for a total of up to 50 hours of ice time. CARRIED MOTION #19-189	Karine/Mike	Letter sent	Complete
14	RFD: Community Centre Lease - Moved by Councillor Schlossberger to approve a five-year lease with the Claresholm Community Centre for the property located at 5920 – 8th Street West dated January 1, 2020, with an option to renew for a further five-year term as presented. CARRIED MOTION #19-190	Tara	Lease agreement signed and copy sent to Hall Board.	Complete
15	RFD: Library Bylaws - Moved by Councillor Schlossberger to table discussion on the Bylaws adopted by the Town of Claresholm Municipal Library on September 16, 2019 until the next regular Council meeting on January 13, 2020 pending discussion at the Library Board regarding the yearly membership fee and the possibility of increasing it. CARRIED MOTION #19-191	Blair	Letter Sent to Library Board for Additional Information	Complete
16	RFD: Summer Games Administration - Moved by Councillor Carlson to approve the Service Agreement for the Southern Alberta Summer Games Administrator position with the municipalities in the MD of Willow Creek for 2019 as presented. CARRIED MOTION #19-192	Blair	Contract is being passed around to participant communities for signing	In progress
17	RFD: Fire Department Payroll & Insurance Administration - Moved by Councillor Cutler to have firefighter payroll and insurance be processed by the MD of Willow Creek with them invoicing the Town of Claresholm for our portion of the costs. CARRIED MOTION #19-193	Lisa	Letter sent	Complete
18	RFD: 2020 Interim Budget - Moved by Councillor Carlson to approve the interim 2020 Operational and Capital Budgets as presented. CARRIED MOTION #19-194	Blair	Budget Signed and Uploaded to the Website. Budget figures updated to Muniware	Complete
19	RFD: Town Operations on Christmas Eve - Moved by Councillor Cutler to discontinue Town operations at 12 Noon on December 24th, 2019 in the spirit of the season and to allow staff to be with their families and loved ones. CARRIED MOTION #19-195	Karine	Hours posted	Complete
20	RFDirection: ICF - Discussion focused on what Council would like to see regarding the ICF Bylaw and Agreement with the other municipalities in the MD of Willow Creek.	Marian	Meeting scheduled for February 4th & 5th to finalize	Complete
27b	Intergovernmental Relations - Moved by Councillor Cutler to proceed with the revised application for annexation and enter into the tax agreement for 10 years for the lands located at 4;27;12;23;SE owned by Custom Cannabis Inc. CARRIED MOTION #19-198	Tara	New consent forms sent to MD and landowner, sent to MGB.	Complete
27c	PERSONNEL - Moved by Councillor Schlossberger to appoint Craig White as interim Fire Chief for the Town of Claresholm. CARRIED MOTION #19-199	Marian	Hired temporary part-time	Complete



27a	LAND - Moved by Councillor Moore to enter into a sale agreement with Southline Real Estate Ltd for the property described as Lot 1, Block 11, Plan 7910032 (4.29 acres) in the amount of \$77,220 plus GST subject to conditions of development. CARRIED MOTION #19-202	Tara	Notified the purchaser. Agreement signed by purchaser.	In progress
27a	LAND - Moved by Councillor Cutler to enter into a sale agreement with Structural Precast for the property described as: Lot 1, Block 10, Plan 7910032 Lot 2, Block 10, Plan 7910032 Lot 3, Block 10, Plan 7910032 Lot 4, Block 10, Plan 7910032 (10.85 acres) in the amount of \$195,300 plus GST subject to conditions of development. CARRIED MOTION #19-203	Tara	Notified the purchaser. Agreement signed by purchaser.	In progress

PREPARED BY: Karine Keys, CLGM, Finance Assistant

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: January 9, 2020

# INFORMATION ITEMS



# MUNICIPAL PLANNING COMMISSION MINUTES

**November 8, 2019**  
**Town of Claresholm – Council Chambers**

**Attendees:** Brad Schlossberger - Council Member (Chairperson)  
Kieth Carlson – Council Member  
Jeff Kerr – Member-At-Large

**Regrets:** Doug MacPherson – Mayor  
Doug Priestley - Member-at-Large

**Staff:** Tara VanDellen – Planner/Development Officer  
Darlene Newson, Infrastructure Admin Assistant

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<b>8:34 a.m.</b>	<b>Call to Order /Adoption of Agenda</b>	<b>Motion to adopt the agenda by Jeff Kerr</b>
		<b>Seconded by Councillor Carlson</b>
		<b>CARRIED</b>

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<b>Adoption of Minutes</b>	<b>Motion to adopt the Meeting Minutes By Jeff Kerr</b>
<ul style="list-style-type: none"><li>• October 4, 2019</li></ul>	<b>Seconded by Councillor Carlson</b>
	<b>CARRIED</b>

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<b>Item 1: ACTION</b>	<b>DEVELOPMENT PERMIT</b>	<b>Motion to approve with conditions by Councillor Carlson</b>
	File: D2019.090 Applicant: LG Cleaning Services Owners: Levi & Sarah Groves Address: 4 Saddle Mountain Road. Legal: Lot 19, Block 4, Plan 7810389 Regarding: Home Occupation Application – carpet, upholstery, furnace & duct cleaning	<b>Seconded by Jeff Kerr</b>
	<ol style="list-style-type: none"><li>1. The applicant shall adhere to the stipulations stated in Schedule 10, of the Town of Claresholm Land Use Bylaw No. 1525.</li><li>2. As per, Schedule 10, of the Town of Claresholm Land Use Bylaw No. 1525, Municipal Planning Commission would like to emphasize that all permits issued for home occupations shall not involve the display or storage of goods and equipment upon or inside the premises in such a manner that these items are exposed to public view. Please also note that chemicals stored on the property must be secured and stored/handled as per Health Canada Regulations.</li></ol>	<b>CARRIED</b>

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# MUNICIPAL PLANNING COMMISSION MINUTES

November 8, 2019  
Town of Claresholm – Council Chambers

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3. As per, Schedule 10, of the Town of Claresholm Land Use Bylaw No. 1525, Municipal Planning Commission would like to emphasize that all permits issued for home occupations must be renewed annually and may be subject to periodic reviews and may be revoked if the Municipal Planning Commission determines that the use has become detrimental to the residential character and amenities of the neighborhood.
4. Please note that the home occupation development permit will lapse/expire if a business license is not obtained within 1 year from the date of approval, or subsequently, if the business license is not purchased annually.

---

## Item 2: ACTION

## DEVELOPMENT PERMIT

File: D2019.092  
Applicant: Corsa Drafting & Design  
Owners: Dion & Susan Mitchell  
Address: 240 54 Ave East  
Legal: Lot 13, Block 118, Plan 7511032  
Regarding: Home Occupation Application – drafting & design

1. The applicant shall adhere to the stipulations stated in Schedule 10, of the Town of Claresholm Land Use Bylaw No. 1525. Home occupation 1's are office use only, and no client traffic is permitted to and from the residence.
2. As per, Schedule 10, of the Town of Claresholm Land Use Bylaw No. 1525, Municipal Planning Commission would like to emphasize that all permits issued for home occupations shall not involve the display or storage of goods and equipment upon or inside the premises in such a manner that these items are exposed to public view.
3. As per, Schedule 10, of the Town of Claresholm Land Use Bylaw No. 1525, Municipal Planning Commission would like to emphasize that all permits issued for home occupations must be renewed annually and may be subject to periodic reviews and may be revoked if the Municipal Planning Commission determines that the use has become detrimental to the residential character and amenities of the neighborhood.
4. Please note that the home occupation development permit will lapse/expire if a business license is not obtained within 1 year from the date of approval, or subsequently, if the business license is not purchased annually.
5. If there are any intensifications of use, change in operational hours, or client traffic coming to and from the residence a new application will be required.

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

**Seconded by  
Councillor Carlson**

**CARRIED**

---



# MUNICIPAL PLANNING COMMISSION MINUTES

**November 8, 2019**  
**Town of Claresholm – Council Chambers**

---

**Item 4: ACTION**

**DEVELOPMENT PERMIT**

File: D2019.095  
Applicant: Davis Chevrolet GMC Buick Claresholm  
Owners: Shift REI Admin Ltd.  
Address: 25 Alberta Road  
Legal: Lot 2, Block 8, Plan 0714860  
Regarding: As-built storage container (sea-can)

1. The applicant must adhere to the Town of Claresholm Land Use Bylaw No. 1525, Schedule 11 – Shipping Containers.
2. This application is for one shipping container as per the application and site plan, any additional containers or changes to location will require a new permit application.
3. This application does not include any signage, painting (murals) or logos on the exterior of the containers, if any type of logos or signage is desired a sign permit application would be required.

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

**Seconded by  
Councillor Carlson**

**CARRIED**

---

**8:45 a.m.**

**Motion to adjourn by  
Councillor Carlson**

**CARRIED**

---

Next meeting: November 29 or December 6, 2019

RECEIVED

DEC 11 2019



TELUS Corporation  
4831 51<sup>st</sup>  
Red Deer, AB  
T4M 2A6

Theresa Lynn  
Member of the TELUS team

December 5, 2019

Mayor Doug MacPherson and Council  
PO Box 1000  
Claresholm, AB  
T0L 0T0

Dear Mayor MacPherson, Councilors and Administration,

Happy Holidays from everyone at TELUS! We would like to express our sincerest appreciation for the trust you have placed in TELUS and to thank you for your ongoing leadership in your community, engagement to solution concerns, and for your ongoing commitment to serving your residents.

Thanks to the support of municipal leaders like you, the TELUS team is working tirelessly to connect more and more Alberta communities to state-of-the-art infrastructure that is enabling the technology of the future and supporting the long-term goals of communities.

Our team is honored to serve Southern Alberta, and we look forward to opportunities to collaborate with you in 2020 and beyond.

I wish you, your families, and the Claresholm, community all the best this holiday season and into the New Year!

Best regards,

A handwritten signature in blue ink that reads 'Theresa Lynn'.

Theresa Lynn  
General Manager, Alberta South

A handwritten signature in blue ink that reads 'Randy Thorne'.

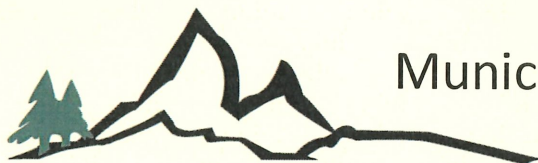
Randy Thorne  
Manager Field Support, Calgary South Fringe





RECEIVED

DEC 11 2019



# Municipal District of Willow Creek

Office of the Administrator

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

December 9, 2019

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

On behalf of the Municipal District of Willow Creek No. 26 Agriculture Service Board (ASB), I would like to **THANK YOU** for your contribution of the Gift Basket for the **28th Annual "Legacy of Our Land" Banquet** in Stavely, AB that took place on November 29, 2019.

This events main objective is to provide recognition and to give thanks to agriculture producers for their dedication to agriculture and for being a vital part of our community. Your donation helped us to create a memorable evening as many door prizes and a live auction added to the evenings activities.

The live and silent auctions raised a total of \$3890.00 that was donated to the Stavely Benevolent Fund.

The MD of Willow Creek's vision is *"A community that preserves, enhances, and enriches our evolving rural way of life for all generations to live, work, and prosper as members of this farming and ranching community."*

Thank you once again for providing support to our event.

Sincerely,

Gary Murray  
Assistant Agricultural Fieldman  
Municipal District of Willow Creek No. 26  
(403) 625-6095  
(403) 625-3351 ext 229  
gary.murray@mdwillowcreek.com



Dear Mayor & Council,

Please accept our sincere appreciation  
for your generous donation.




Claresholm & District

**Health Foundation**

Thank you for your  
continued partnership.





Thank You

Thank YOU for choosing  
to support SHCA again  
this year. Thank You  
for helping make local  
health care better!  
Merry Christmas  
Lara

Volunteer. Donate. Make a Change.  
[www.oldmanwatershed.ca](http://www.oldmanwatershed.ca)



Thank You





Dear Mayor MacPherson & Council.

Thank you very much for investing in the OWC again this year! Your support is greatly appreciated and allows us to leverage your dollars into more funding for much needed education and restoration projects. We have been busy planting trees, staking willows, pulling weeds, and engaging citizens - thank you for helping make this possible.

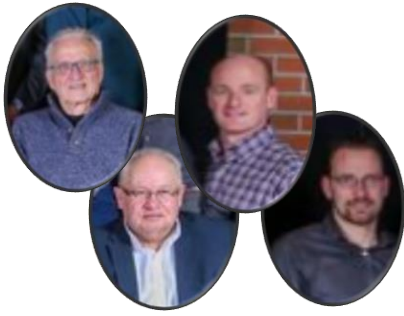
The watershed is a better place,  
because of people like you.

From the OWC team



# Alberta SouthWest Bulletin December 2019

## Regional Economic Development Alliance (REDA) Update



### Alberta SouthWest Board Executive for 2019-2020

At the Annual Organizational Meeting held December 4, 2019, the Board of AlbertSW Board appointed executive and signing authorities.

(Left to right)

- Chair, Dr. Brian "Barney" Reeves, Councillor, Waterton Park ID#4
- Vice-Chair, Mr. Jim Bester, Councillor, Cardston County
- Secretary-Treasurer, Mr. Scott Korbett, Councillor, Pincher Creek
- Designated Signing Authority, Mr. Brent Feyter, Mayor, Fort Macleod

### "Energizing Agricultural Transformation" (EAT) Project Update

InnoVisions and Associates continue to conduct research and complete industry interviews. The next step will be to re-connect our communities, producers and interested stakeholders. InnoVisions will provide a "What we heard" summary and establish direction and next steps.

#### SAVE THE DATE for the next EAT Project Resource Roundtable:

Wednesday January 8, 2020 in Nanton, in the afternoon. Details of time and location to be confirmed.



### CARES project application submitted

A project proposal has been submitted titled "Building A Successful Tourism Investment Opportunity Network". AlbertaSW combined resources with the Southern Canadian Rockies Tourism Association (Castle Region DMO), a partnership of Municipality of Crowsnest Pass, Crowsnest Pass Community Futures, Crowsnest Pass Chamber, Town of Pincher Creek, MD of Pincher Creek, Castle Mountain Resort and Community Futures Alberta Southwest. Thank you to all the communities and organizations who added 20 letters of support to meet a very short deadline!

### EV Charging Station Network will be advertised in 2020 *Invest in Alberta* magazine

The Peaks to Prairies EV Network will have a 2-page spread in the upcoming issue of *Invest in Alberta* magazine. AlbertaSW, SouthGrow, ATCO and FLO combined resources to place the display ad and advertorial. This is an opportunity to raise awareness of southwest Alberta with the message that the regions are forward-thinking and a good place to visit and do business.



### Broadband request from Service Alberta

Service Alberta Minister has sent letters to communities requesting the name of a designated contact for Broadband and summary of plans or initiatives concerning broadband development.

AlbertaSW gathered an overview of community broadband status in early October. Our original regional studies from several years ago include possible scenarios, fiber maps and so on. Contact AlbertaSW for any information.

### Upcoming REDA conference call with the Minister

REDA Managers and Chairs are preparing for a conversation with Minister Fir later this month. It is an opportunity to make a presentation about regional successes and discuss some options and next steps. All REDAs have prepared documents reports that have been submitted to minister Fir's office in preparation for the call.

**HAVE A MERRY CHRISTMAS SEASON! WE LOOK FORWARD TO AN INTERESTING NEW YEAR!**

Alberta SouthWest Regional Economic Development Alliance

International Economic Development Council (IEDC) Accredited Economic Development Organization (AEDO)

Green Destinations Top 100 Sustainable Global Tourism Destination

Box 1041 Pincher Creek AB T0K 1W0

403-627-3373 (office) 403-627-0244 (cell)

[bev@albertasouthwest.com](mailto:bev@albertasouthwest.com)

[www.albertasouthwest.com](http://www.albertasouthwest.com)







# Alberta SouthWest Regional Alliance

## Minutes of the Board of Directors Meeting

Wednesday November 6, 2019 –Stockmans Grill, Fort Macleod

### Board Representatives

Brent Feyter, Fort Macleod  
Scott Korbett, Pincher Creek  
Jim Bester, Cardston County  
Dennis Barnes, Cardston  
Brad Schlossberger, Claresholm  
John Van Driesten, MD Willow Creek  
Albert Elias, Glenwood  
Beryl West, Nanton  
Bev Everts, MD Pincher Creek (alt)  
Ron Davis, MD Ranchland

### Resource Staff and Guests

Deb Welsh, MD Ranchland  
Bob Dyrda, O-Net  
Lori Hodges, LRSD  
Micah Feyter  
Linda Erickson, AEDTT  
Bev Thornton, Executive Director, AlbertaSW

1. Call to Order and welcome- Vice-Chair called the meeting to order.
2. Approval of Agenda Moved by Ron Davis THAT the agenda be approved as amended.  
**Carried.** [2019-11-660]
3. Approval of Minutes Moved by Brad Schlossberger THAT the minutes of October 2, 2019 be approved as presented.  
**Carried.** [2019-11-661]
4. Approval of Cheque Register Moved by Brad Schlossberger THAT cheques #2694 to #2711 be approved as presented.  
**Carried.** [2019-11-662]
5. Conversation with CRTC Dr. Linda Vennard, CRTC Commissioner, was unable to join the meeting; this will be rescheduled to a later date.
6. Event and partner updates Accepted as information.  
Bev and Peter met with Service Alberta in Edmonton re: broadband.  
EDA Ministry Dinner and provincial budget; no specific news.  
Bev will be a presenter at IEDC webinar.  
Power Up! scheduled for Taber cancelled.  
SouthGrow Water Security Forum cancelled.
7. Labour Market Partnership- Lethbridge College has asked AlbertaSW to partner on this project.  
We can provide a letter of support, but no dollars at this time. Bev will follow up with communities to explore other options.
8. Executive Director Report Accepted as information.
9. Round table updates Accepted as information.

10. Board Meetings:

- December 4, 2019 – Pincher Creek Provincial Building  
NOTE: this is the Annual Organizational Meeting,
- January 1 meeting rescheduled to January 8, 2020-Nanton
- February 5, 2020-TBD
- March 4, 2020-TBD

11. Adjournment

Moved by John Van Driesten THAT the meeting be adjourned.  
**Carried.** [2019-11-663]

**Approved December 4, 2019**

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Chair

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Secretary/Treasurer

# Alberta SouthWest Bulletin January 2020

## Regional Economic Development Alliance (REDA) Update



Regional License®

### Regional Business License Program

AlbertaSW Regional Business License Program, in place since 2003, will be entering its 18<sup>th</sup> year of successful operation. Businesses in the partner communities are eligible to purchase a regional sticker, which is added on to the regular municipal license, to support doing business in AlbertaSW communities without paying an out-of-town fee. 363 licenses were purchased in 2019. (The municipality keeps a portion of the fee and remits the balance to support regional projects.)



### “Energizing Agricultural Transformation” (EAT) Resource Roundtable met January 8, 2020

InnoVisions and Associates summarized research and interviews, to date, providing a comprehensive “What we heard” report. The conversations moved to identifying next steps, short term tactics and longer-term strategies.

Also: Alberta Ag and Forestry is conducting “Farmer-led Research” sessions and providing an opportunity for on-line input. More information at <https://www.alberta.ca/farmer-led-research-engagement.aspx>

### Alberta 10-Year Tourism Strategy Stakeholder Survey closes January 17, 2020

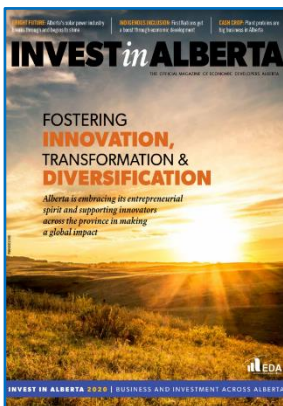
Travel Alberta, in partnership with the Ministry of Economic Development, Trade and Tourism, is developing a 10-Year Tourism Strategy (10YTS) for the province. The primary goal is to grow business and new destinations by attracting more private sector investment to create jobs and grow the visitor economy to \$20 billion by 2030.

As part of the process, tourism stakeholders are invited to share perspectives on challenges and opportunities to building Alberta’s tourism industry by participating in a survey that will take about 15 minutes to complete.

<https://www.surveymonkey.com/r/10YearTourismStrategy>

### SAAEP Renewable Energy Economic Impact Report released in December and receives positive attention

The Southern Alberta Alternative Energy Partnership (SAAEP), which includes AlbertaSW, SouthGrow and Economic Development Lethbridge, commissioned a report to quantify the value of current renewable projects in southern Alberta. The report calculated the projected regional economic benefits of 9 renewable energy projects (3 wind and 6 solar) that are under construction or anticipated to begin in 2020 and 2021. This investment of about **\$1.56B**, will generate economic impacts of **\$239M** from taxes, land leases, employment, supplies and services from now until 2022. Enjoy the full report at [www.saaep.ca](http://www.saaep.ca) under the “About Us” tab.



### “Invest in Alberta” magazine 2020 is available in hard copy and two on-line versions

The magazine features stories about activities and opportunities in the regions, communities and projects in Alberta. (“Peaks to Prairies” display ad on page 88!)

Flip through the pages of the magazine at <http://www.edaalberta.ca/Invest-In-Alberta>

or visit the microsite at <https://investalbertamag.ca/>

### Economic Developers Alberta (EDA) Conference

The annual conference will be held in Kananaskis, April 1-3, 2020.

Early bird registration until January 18, 2020.

This is a valuable learning and networking opportunity for elected officials and municipal staff as well as economic development professionals. Information about the conference can be found at [www.edaalberta.ca](http://www.edaalberta.ca)

### Alberta SouthWest Regional Economic Development Alliance

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[www.albertasouthwest.com](http://www.albertasouthwest.com)





# Alberta SouthWest Regional Alliance

## Minutes of the Board of Directors Meeting

Wednesday December 4, 2019 –Provincial Buiding, Pincher Creek

### Board Representatives

Barney Reeves, Waterton Park  
Brent Feyter, Fort Macleod  
Scott Korbett, Pincher Creek  
Jim Bester, Cardston County  
Dennis Barnes, Cardston  
Brad Schlossberger, Claresholm

Terry Yagos, MD Pincher Creek  
Ron Davis, MD Ranchland  
Blair Painter, Crowsnest Pass  
Dale Gugala, Stavely

### Resource Staff and Guests

Bev Thornton, Executive Director, AlbertaSW

1. Call to Order and welcome- Executive Director called the meeting to order.
  
2. Election of Officers  

Executive Director called for nominations for the position of Chair.  
Scott Korbett nominated Barney Reeves.  
Dale Gugala moved THAT nominations cease.  
**Carried.** [2019-12-664]  
Barney Reeves named Chair for 2019-2020.

The Chair called for nominations for the position of Vice-Chair  
Dennis Barnes nominated Jim Bester.  
Brad Schlossberger nominated Brent Feyter.  
Blair Painter moved THAT nominations cease.  
**Carried.** [2019-12-665]  
Ballot vote named Jim Bester Vice-Chair for 2019-2020.

The Chair called for nominations for the position of Secretary  
Treasurer.  
Dale Gugala nominated Scott Korbett.  
Jim Bester moved THAT nominations cease.  
**Carried.** [2019-12-666]  
Scott Korbett name Secretary Treasurer 2019-2020

Moved by Blair THAT Brent Feyter be appointed as the additional  
Designated Signing Authority.  
**Carried.** [2019-12-667]
  
3. Approval of Agenda Moved by Scott Korbett THAT the agenda be approved as presented.  
**Carried.** [2019-12-668]
  
4. Approval of Minutes Moved by Dennis Barnes THAT the minutes of November 6, 2019 be  
approved as presented.  
**Carried.** [2019-12-669]
  
5. Approval of Cheque Register Moved by Scott Korbett THAT cheques #2712 to #2727 be approved  
as presented.  
**Carried.** [2019-12-670]

- |     |                                   |   |
|-----|-----------------------------------|---|
| 6.  | Regional Business License         | Board representatives will deliver new 2020 stickers, brochures and posters to their municipal offices. In 2020 we will look at posting the list of regional licences on the website.   |
| 7.  | Summer promotional activities     | Moved by Scott Korbett THAT AlbertaSW place a display ad of AlbertaSW communities on the back cover of the Waterton Guide.<br><b>Carried.</b> [2019-12-671]   |
| 8.  | Labour Market Partnership-        | AlbertaSW will be a supporting partner in the Labour Market Proposal led by Lethbridge College to conduct a labour market survey. Community Futures Alberta Southwest will contribute funding to the project on behalf of the region.                             |
| 9.  | CARES application                 | AlbertaSW has submitted a CARES application for a project titled "Building A Successful Tourism Investment Opportunity Network".  |
| 10. | Broadband request-Service Alberta | Municipalities are receiving information requests from the province. AlbertaSW has reports and information on file that may be helpful.   |
| 11. | REDA Chairs meeting with Minister | On December 17 <sup>th</sup> there will be a conference call with the REDA Chairs and Managers and The Hon. Tanya Fir, Minister of Alberta Economic Development Trade and Tourism. A briefing package has been sent to her office and a presentation is prepared. |
| 12. | SouthGrow Quarterly Meeting       | AlbertaSW Board is invited to join this Board meeting on the evening of December 12, 2019 in Lethbridge.  |
| 13. | Executive Director Report         | Accepted as information.  |
| 14. | Round table updates               | Accepted as information.  |
| 15. | Board Meetings:                   | <ul style="list-style-type: none"> <li>➤ January 1 meeting rescheduled to January 8, 2020-Nanton</li> <li>➤ February 5, 2020-TBD</li> <li>➤ March 4, 2020-TBD</li> </ul> Suggested that AGM 2020 be held in Crowsnest Pass  |
| 16. | Adjournment                       | Moved by Blair Painter THAT the meeting be adjourned.<br><b>Carried.</b> [2019-12-672]  |

**Approved January 8, 2020**

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Chair

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Secretary/Treasurer



**MINUTES – 3 (2019)**  
**GENERAL BOARD OF DIRECTORS’ MEETING**  
**Thursday, September 5, 2019 – 7:10 p.m.**  
**ORRSC Conference Room (3105 - 16 Avenue North, Lethbridge)**

**BOARD OF DIRECTORS:**

Kevyn Stevenson..... Village of Arrowwood	Brad Koch (absent)..... Village of Lomond
Delbert Bodnarek (absent) ..... Village of Barnwell	Richard Van Ee ..... Town of Magrath
Ed Weistra ..... Village of Barons	Peggy Losey..... Town of Milk River
Tom Rose (absent)..... Town of Bassano	Sheldon Walker ..... Village of Milo
Norman Gerestein ..... City of Brooks	Dan McLelland..... Town of Nanton
Jim Bester..... Cardston County	Clarence Amulung ..... County of Newell
Richard Bengry ..... Town of Cardston	Marinus de Leeuw ..... Town of Nobleford
Peggy Hovde ..... Village of Carmangay	Henry de Kok (absent) ..... Town of Picture Butte
Jamie Smith (absent) ..... Village of Champion	Bev Everts ..... M.D. of Pincher Creek
Doug MacPherson (absent) ..... Town of Claresholm	Don Anderberg ..... Town Pincher Creek
Butch Pauls..... Town of Coaldale	Ronald Davis (absent) ..... M.D. of Ranchland
Elizabeth Christensen ..... Town of Coalhurst	Stewart Foss..... Town of Raymond
Tanya Smith..... Village of Coutts	Don Norby (absent)..... Town of Stavely
Warren Mickels (absent) ..... Village of Cowley	Matthew Foss ..... Village of Stirling
Dave Filipuzzi ..... Mun. Crowsnest Pass	Jennifer Crowson (absent)..... M.D. of Taber
Dean Ward..... Mun. Crowsnest Pass	Margaret Plumtree ..... Town of Vauxhall
Kole Steinley (absent) ..... Village of Duchess	Jason Schneider (absent) ..... Vulcan County
Gordon Wolstenholme ..... Town of Fort Macleod	Lyle Magnuson ..... Town of Vulcan
Gerry Carter ..... Village of Glenwood	David Cody ..... County of Warner
..... Town of Granum	Eric Burns (absent) ..... Village of Warner
Suzanne French (absent)..... Village of Hill Spring	Ian Sundquist (absent) ..... M.D. Willow Creek
Morris Zeinstra (absent) ..... Lethbridge County	

**STAFF:**

Lenze Kuiper..... Director	Hailey Winder ..... Assistant Planner
Erin Graham ..... Assistant Planner	Sherry Johnson ..... Bookkeeper
Max Kelly ..... Assistant Planner	Barb Johnson ..... Executive Secretary

**AGENDA:**

1. **Approval of Agenda** – September 5, 2019 .....
2. **Approval of Minutes** – June 6, 2019.....(attachment)



**3. Business Arising from the Minutes**

**4. Reports**

(a) Executive Committee Report..... (attachment)

**5. Business**

**6. Accounts**

(a) Summary of Balance Sheet and Statement of Income for the 7-month period:  
January 1 - July 31, 2019 ..... (attachment)

**8. Adjournment** – Next meeting December 5, 2019.....

---

**BUS TOUR: Town of Raymond Solar Project**

Prior to the Board of Directors’ Meeting, several ORRSC Board Members toured various Town of Raymond Solar Project sites, guided by **Greg Robinson, Director of Community and Economic Development** for the Town.

Three of Raymond’s solar installations were visited: Hell’s Creek Golf Course, Victoria Sports Park, and the Ice Arena/Aquatic Centre. The golf course installation features panels on the roofs of both the clubhouse and a storage shed. Victoria Sports Park has bi-facial model installations on the roof of the carport. The solar panels at the pool and ice arena are floating solar panels held up by blocks.

**Objectives:**

- Become one of the most environmentally conscious towns in Southern Alberta
- Reduce operating costs
- Provide better value for residents
- Attract new businesses

**Overview:**

- 9 municipal buildings and street lighting will be powered through solar
- Funded in part by the Municipal Climate Change Action Centre’s Alberta Municipal Solar Program
- Financed system includes a 15-year limited warranty and production guarantee with ENMAX
- 2,826 solar panels, generating 1,252 MWh annually

**Outcomes:**

- Will be one of the first electrically net zero municipalities in Alberta
- Electricity costs will be reduced by up to \$150,000 annually
- Emissions will be reduced by over 800 tonnes per year, the equivalent of taking about 169 cars off the road

**Details of the project will be forwarded to ORRSC for distribution to Board Members. For further information, contact Greg Robinson or Kurtis Pratt, CAO.**

CHAIR GORDON WOLSTENHOLME CALLED THE MEETING TO ORDER AT 7:10 P.M.

**1. APPROVAL OF AGENDA**

**Moved by: Richard Bengry**

THAT the Board of Directors approve the agenda of September 5, 2019, as presented. **CARRIED**

**2. APPROVAL OF MINUTES**

**Moved by: Ed Weistra**

THAT the Board of Directors approves the minutes of June 6, 2019, as presented. **CARRIED**

**3. BUSINESS ARISING FROM THE MINUTES**

- None.

**4. REPORTS**

**(a) Executive Committee Report**

- Chair Gordon Wolstenholme reviewed the Executive Committee Report for the meeting of August 8, 2019. A typographical error in Subdivision Activity 2019 stated subdivision revenue as of June 30 was \$51,482.50, which should have been \$151,482.50.

**5. BUSINESS**

- None.

**6. ACCOUNTS**

**(a) Summary of Balance Sheet and Statement of Income for the 7-month period:  
January 1 - July 31, 2019**

**Moved by: David Cody**

THAT the Board of Directors approve the Balance Sheet and Statement of Income for the 7-month period: January 1 - July 31, 2019.

**7. ADJOURNMENT**

**Moved by: Peggy Losey**

THAT we adjourn the General Board of Directors' Meeting of the Oldman River Regional Services Commission at 7:20 p.m. until **Thursday, December 5, 2019 at 7:00 p.m.**

/bj

CHAIR:



## Karine Keys

---

**From:** Community Foundation of Lethbridge and Southwestern Alberta <communications@cflsa.ca>  
**Sent:** Wednesday, January 8, 2020 9:45 AM  
**To:** Karine Keys  
**Subject:** Investment Readiness Program Launches at Community Foundation



COMMUNITY  
FOUNDATION  
LETHBRIDGE + SOUTHWESTERN ALBERTA



**Investment  
Readiness  
Program**



COMMUNITY  
FOUNDATION  
*of* Southeastern Alberta

### Announcing the Investment Readiness Program

We all want to live in a community where everyone feels a sense of belonging. The Investment Readiness Program (IRP) supports new and innovative ways of getting us there.

The Community Foundation of Lethbridge and Southwestern Alberta, in partnership with the Community Foundation of Southeastern Alberta and a consortium of agencies from across the region, is offering social purpose organizations located and working in Southern Alberta the opportunity to access non-repayable capital to seed and grow social enterprise.

The IRP is designed to help social purpose organizations explore, grow, and flourish across the country, contributing to finding solutions to pressing social, cultural, and environmental challenges. Eligible organizations can apply for a minimum of \$10,000 in non-repayable capital to help launch, design, measure, and scale social enterprise, getting ready to access investment in Canada's growing social finance marketplace.

**Applications can be submitted by charities, non-profits, co-ops, or for-profit social enterprises, and will be accepted from January 8 to February 10, 2020.** Additional details are available at [www.irp-ppi.ca](http://www.irp-ppi.ca).

#### To learn more about the IRP:

**Online:** a webinar for social purpose organizations interested in the IRP will be offered by Community Foundations of Canada on Monday, January 13 at 11:00 a.m. MST.

[Sign up here.](#)

**In person:** an information session covering the IRP will be held at the Community Foundation office in Lethbridge on Tuesday, January 14 at 10:30 a.m.

[Click here to RSVP.](#)