



**TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
REGULAR COUNCIL MEETING  
DECEMBER 9, 2019  
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 – NOVEMBER 25, 2019**

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

**DELEGATIONS: ALBERTA MUNICIPAL AFFAIRS  
RE: MAP (Municipal Accountability Program) Review**

**ACTION ITEMS:**

1. **BYLAW #1688 – Dog Bylaw Amendment**  
RE: 2<sup>nd</sup> & 3<sup>rd</sup> Readings
2. **BYLAW #1691 – BMO Operational Borrowing Bylaw**  
RE: 1<sup>st</sup> Reading
3. **BYLAW #1692 – AMSC Operational Borrowing Bylaw**  
RE: 1<sup>st</sup> Reading
4. **DELEGATION RESPONSE: Claresholm Food Bank**  
RE: Lease Agreement
5. **NEWS RELEASE: Government of Alberta – December 4, 2019**  
RE: Historic Investment in Rural Policing
6. **CORRES: Alberta Urban Municipalities Association (AUMA)**  
RE: Provincial Announcement of Police Funding Model
7. **CORRES: Hon. Kaycee Madu, Minister of Municipal Affairs**  
RE: Changes to ICFs and IDPs
8. **CORRES: Alberta Environment and Parks**  
RE: Alberta Community Resilience Program (ACRP)
9. **CORRES: Alberta Environment and Parks**  
RE: Golf Course License
10. **CORRES: Community Foundation of Lethbridge & Southwestern Alberta**  
RE: Fall-Winter Grants Celebration – December 12, 2019
11. **CORRES: Municipal District of Willow Creek No. 26**  
RE: Community Airport Program Grant Application
12. **CORRES: Claresholm Minor Hockey**  
RE: Request for Donation
13. **CORRES: Canadian Union of Public Employees (CUPE) Local 3023**  
RE: Dinner & a Show – Saturday, January 11, 2020
14. **REQUEST FOR DECISION: Community Centre Lease**
15. **REQUEST FOR DECISION: Library Bylaws**
16. **REQUEST FOR DECISION: Summer Games Administration**
17. **REQUEST FOR DECISION: Fire Department Payroll & Insurance Administration**
18. **REQUEST FOR DECISION: 2020 Interim Budget**

19. REQUEST FOR DECISION: Town Operations on Christmas Eve
20. REQUEST FOR DIRECTION: ICF
21. FINANCIAL REPORT: Statement of Operations – October 31, 2019
22. INFORMATION BRIEF: MD of Willow Creek Circulation Notice – Nov. 29, 2019
23. INFORMATION BRIEF: Claresholm Fire Department Christmas Social
24. INFORMATION BRIEF: CAO Report
25. INFORMATION BRIEF: Council Resolution Status
26. ADOPTION OF INFORMATION ITEMS
27. IN CAMERA:
  - a. DELEGATION: Frank Klassen – LAND – FOIP Section 16.1
  - b. Intergovernmental Relations – FOIP Section 21
  - c. PERSONNEL – FOIP Section 17.2

**INFORMATION ITEMS:**

1. Oldman River Regional Services Commission Executive Meeting Minutes – October 10, 2019
2. Willow Creek Regional Waste Management Services Commission Organizational Meeting Minutes – October 23, 2019
3. Willow Creek Regional Waste Management Services Commission Regular Meeting Minutes – October 23, 2019
4. Claresholm Public Library Board Regular Meeting Minutes – October 15, 2019
5. Claresholm & District Museum Board Meeting Minutes – September 4, 2019
6. Claresholm Animal Rescue Society Board Meeting Minutes – October 17, 2019
7. Claresholm & District Transportation Society Board Meeting Minutes – October 17, 2019
8. Claresholm Food Bank Meeting Minutes – October 24, 2019

**ADJOURNMENT**



**TOWN OF CLARESHOLM**  
PROVINCE OF ALBERTA  
REGULAR COUNCIL MEETING MINUTES  
NOVEMBER 25, 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, Lise Schulze and Craig Zimmer

**ABSENT:** None

**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 Schulze for unanimous consent to add the following to the Agenda:

**6. CORRES: Alberta South West Regional Alliance**

**RE: Letter of Support – CARES Grant Application**

**CARRIED UNANIMOUSLY**

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

**CARRIED**

**MINUTES:** **REGULAR MEETING – NOVEMBER 12, 2019**

Moved by Councillor Zimmer that the Regular Meeting Minutes of November 12, 2019 be accepted as presented.

**CARRIED**

**DELEGATIONS:**

**1. FRIENDS OF THE CLARESHOLM & DISTRICT MUSEUM**

**RE: Cheque Presentation**

Barry Gibbs, Chair of the Claresholm & District Museum Board, Anola Laing, Member of the Friends of the Claresholm & District Museum and Executive Director Bill Kells were present to give Council an update as to what is happening at the Museum. Members of the Friends of the Claresholm & District Museum presented a cheque to the Town of Claresholm for \$1,000 to cover some of the costs associated with the Ben Scaman video that the Town covered the costs for ahead of their fundraising efforts.

**2. CLARESHOLM FOOD BANK**

**RE: Space at the Town Shop**

Wendy Norby, member of the Claresholm Food Bank, was present to speak to Council regarding the space being vacated by the Recycling Depot at the Town Shop. With changes to the recycling program, the space is no longer needed and the Food Bank would like to lease it. They are also looking at applying for a CFEP Grant in order to retrofit the space to their needs if Council would allow it.

**ACTION ITEMS:**

**1. BYLAW #1678 – Cemetery Bylaw Amendment**

**RE: 1<sup>st</sup> Reading**

MOTION #19-181

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**

**2. BYLAW #1688 – Dog Bylaw Amendment**

**RE: 1<sup>st</sup> Reading**

Moved by Councillor Zimmer to give Bylaw #1688, a Dog Bylaw Amendment, 1<sup>st</sup> Reading.

**CARRIED**

**3. CORRES: Town of Fort Macleod**

**RE: Invitation to Santa Claus Parade – November 30, 2019**

Received for information.

**4. CORRES: The Bridges at Claresholm Golf Club**

**RE: Bridge by Holes 6 & 7**

Referred to Administration to determine cost of repairing the bridge.

**5. CORRES: Carl Hopf  
RE: Resignation from the Claresholm & District Museum Board**

Council directed Administration to write Mr. Hopf a letter thanking him for his service on the Museum Board.

**6. CORRES: Alberta SouthWest Regional Alliance  
RE: Letter of Support – CARES Grant Application**

MOTION #19-182 Moved by Councillor Schlossberger to write a letter to Alberta SouthWest Regional Alliance informing them that although the Town of Claresholm supports their efforts, we are unable to write a letter of support towards their CARES grant application at this time as the Town has priorities set forth already towards this grant prior to their request.

**CARRIED**

**7. REQUEST FOR DECISION: Chinook Arch Regional Library System Representative**

MOTION #19-183 Moved by Councillor Moore to appoint Tony Hamlyn to the Chinook Arch Regional Library System Board with Darry Markle as an alternate.

**CARRIED**

**8. REQUEST FOR DECISION: CPO Review & Policies**

MOTION #19-184 Moved by Councillor Schulze to adopt Policy #5.3.04 CPO Notebook Policy (v1.0) and Policy #5.3.30 CPO Complaint Process Policy (v1.1) effective November 25, 2019.

**CARRIED**

**9. REQUEST FOR DECISION: CFEP Grant Application – Tennis Courts**

MOTION #19-185 Moved by Councillor Cutler to write a letter of support for the WCCHS Sports Society's application to the Community Facility Enhancement Program for the purpose of upgrading and resurfacing the tennis courts & provide the matching funds/in kind donation for the project in the amount of \$38,104.00.

**CARRIED**

**10. REQUEST FOR DECISION: CARES Grant Application – Land Study**

MOTION #19-186 Moved by Councillor Schlossberger to apply to the CARES program in the amount of \$63,631.50 for the "Framework for Growth" project and refer the matching portion of the grant program to the 2020 budget discussions.

**CARRIED**

**11. REQUEST FOR DIRECTION: 2020 Town Council Open Houses**

Received for information.

**12. INFORMATION BRIEF: Kinsmen CFEP Grant Application**

Received for information.

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

Received for information.

**14. ADOPTION OF INFORMATION ITEMS**

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

**CARRIED**

**15. IN CAMERA:**

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

**b. LAND – FOIP Section 16.1**

Moved by Councillor Zimmer to go In Camera at 7:59 p.m.

**CARRIED**

**NOTICE OF RECORDING CEASED:** Mayor MacPherson stated that the live stream has ended at 7:59 p.m.

Moved by Councillor Zimmer to come out of In Camera at 8:48 p.m.

**CARRIED**

**NOTICE OF RECORDING:** Mayor MacPherson provided notice that live streaming and recording of the Council meeting would begin again at 8:48 p.m.

**CARRIED**

**ADJOURNMENT:** Moved by Councillor Carlson that the meeting adjourn at 8:48 p.m.

**CARRIED**

**NOTICE OF RECORDING CEASED:** Mayor MacPherson noted that recording ceased at 8:48 p.m.

# PUBLIC HEARING

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## BYLAW No.1687 – ROAD CLOSURE BYLAW (walkway closure)

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At the regularly scheduled Council meeting held November 12, 2019, Council carried a motion to give first reading to Bylaw No. 1687 for the closure of the walkway adjacent to 6<sup>th</sup> St West.

The road closure bylaw public hearing has been circulated two weeks within the Claresholm Local Press and is now presented as a Public Hearing for any comments in regards to the closure.

Section 22 of the Municipal Government Act reads as follows:

***“Road closure***

***22(1) No road in a municipality that is subject to the direction, control and management of the municipality may be closed except by bylaw.***

***(2) A bylaw closing a road must be advertised.***

***(3) A bylaw closing a road made by the council of a municipality that is not a city has no effect unless it is approved by the Minister of Transportation before the bylaw receives second reading.***

***(4) Before passing a bylaw closing a road, a person who claims to be affected prejudicially by the bylaw or that person’s agent must be given an opportunity to be heard by the council.”***



Upon the completion of the public hearing (and after being circulated to the utility companies), the Bylaw will be sent to the Transportation Minister for approval prior to second and third readings. It can take some time to receive all the comments back from the utility companies and the approval from the Minister.

**ATTACHMENTS:**

1. Bylaw No. 1687, Road Closure Bylaw & Sketch.

**APPLICABLE LEGISLATION:**

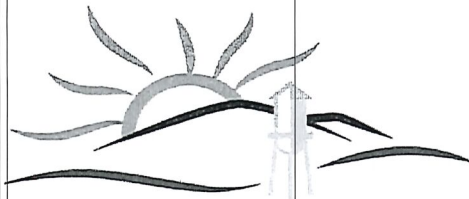
1. Municipal Government Act, Section 22 – Road Closure
2. Municipal Government Act, Section 606 – Requirements for Advertising

PREPARED BY: Tara VanDellen, Planner/Development Officer

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APPROVED BY: Marian Carlson, CLGM, CAO

DATE: December 4, 2019



# Claresholm

## TOWN OF CLARESHOLM PROVINCE OF ALBERTA BYLAW No. 1687

A BYLAW OF THE TOWN OF CLARESHOLM FOR THE PURPOSE OF CLOSING TO PUBLIC TRAVEL AND CREATING TITLE TO AND DISPOSING OF PORTIONS OF A PUBLIC ROADWAY IN ACCORDANCE WITH SECTION 22 OF THE MUNICIPAL GOVERNMENT ACT, CHAPTER M26, REVISED STATUTES OF ALBERTA 2000, AS AMENDED.

WHEREAS, the lands hereafter described are no longer required for public travel,

WHEREAS, application has been made to Council to have the roadway closed, and

WHEREAS, the Council of the TOWN OF CLARESHOLM deems it expedient to provide for a bylaw for the purpose of closing to public travel certain roads or portions thereof, situated in the said municipality and thereafter creating title to and disposing of same, and

WHEREAS, notice of intention of Council to pass a bylaw has been given in accordance with Section 606 of the Municipal Government Act, and

WHEREAS, Council was not petitioned for an opportunity to be heard by any person claiming to be prejudicially affected by the bylaw,

NOW THEREFORE BE IT RESOLVED that the Council of the TOWN OF CLARESHOLM in the Province of Alberta does hereby close to Public Travel and creating title to and disposing of the following described highways, subject to rights of access granted by other legislation.

**PLAN 781 0995**

**ALL THAT PORTION OF WALKWAY LYING ADJACENT TO LOT 42, BLOCK 4, AND FORMING PART OF LOT 54, BLOCK 4, DESCRIPTIVE PLAN \_\_\_\_\_, CONTAINING 0.010 HECTARES (0.03 ACRES) MORE OR LESS. EXCEPTING THEREOUT ALL MINES & MINERALS.**

READ a first time this **12<sup>th</sup>** day of **November**, 2019.

  
\_\_\_\_\_  
Chief Elected Official Seal  
  
\_\_\_\_\_  
Chief Administrative Officer

Approved this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Minister of Transportation

READ a second time this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

READ a third time and finally passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Chief Elected Official Seal

\_\_\_\_\_  
Chief Administrative Officer

SKETCH PLAN FOR WALKWAY CLOSURE PURPOSES  
within  
BLOCK 4, PLAN 781 0995  
TOWN OF CLARESHOLM

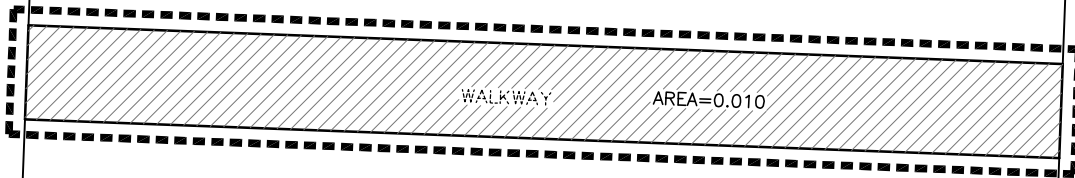


LANE

41

BLOCK 4

PLAN 781 0995



WALKWAY

AREA=0.010

6TH STREET WEST

42

BLOCK 4

PLAN 781 0995

43

Drawn: MJ	Checked: ZJP	Scale: 1 : 250 (metric)
Date: OCT 28/19	FILE	19-14703SK

brown okamura & associates ltd.  
2830 - 12 Avenue North, Lethbridge, Alberta T1H 5J9

# DELEGATIONS

# MAP

## OBJECTIVE

To collaboratively foster effective local governance and build administrative capacity in Alberta's municipalities.

## HIGHLIGHTS

Designed to support municipalities by helping to understand legislative requirements.

Assisting CAOs in confirming the areas where they are doing well, and identifying any areas of concern to avoid concerns from developing into significant problems.

A proactive approach with the ministry working collaboratively with CAOs to develop a report for the CAO that will contain recommendations and resources.

## SUMMARY

The Municipal Accountability Program (MAP) will review municipal processes and procedures to help develop knowledge of mandatory legislative requirements. This will support municipalities with their legislative compliance.

The MAP will consist of multi-year cycle reviews, ordered by the Minister under Section 571 of the *Municipal Government Act*. Municipalities with populations of 5,000 or less will participate in the MAP.

The primary contact for the ministry will be the chief administrative officer (CAO). Ministry staff will co-ordinate the visit with the CAO and make document requests through the CAO, or their designate. The attached sample checklist provides examples of the type of information that will be reviewed.

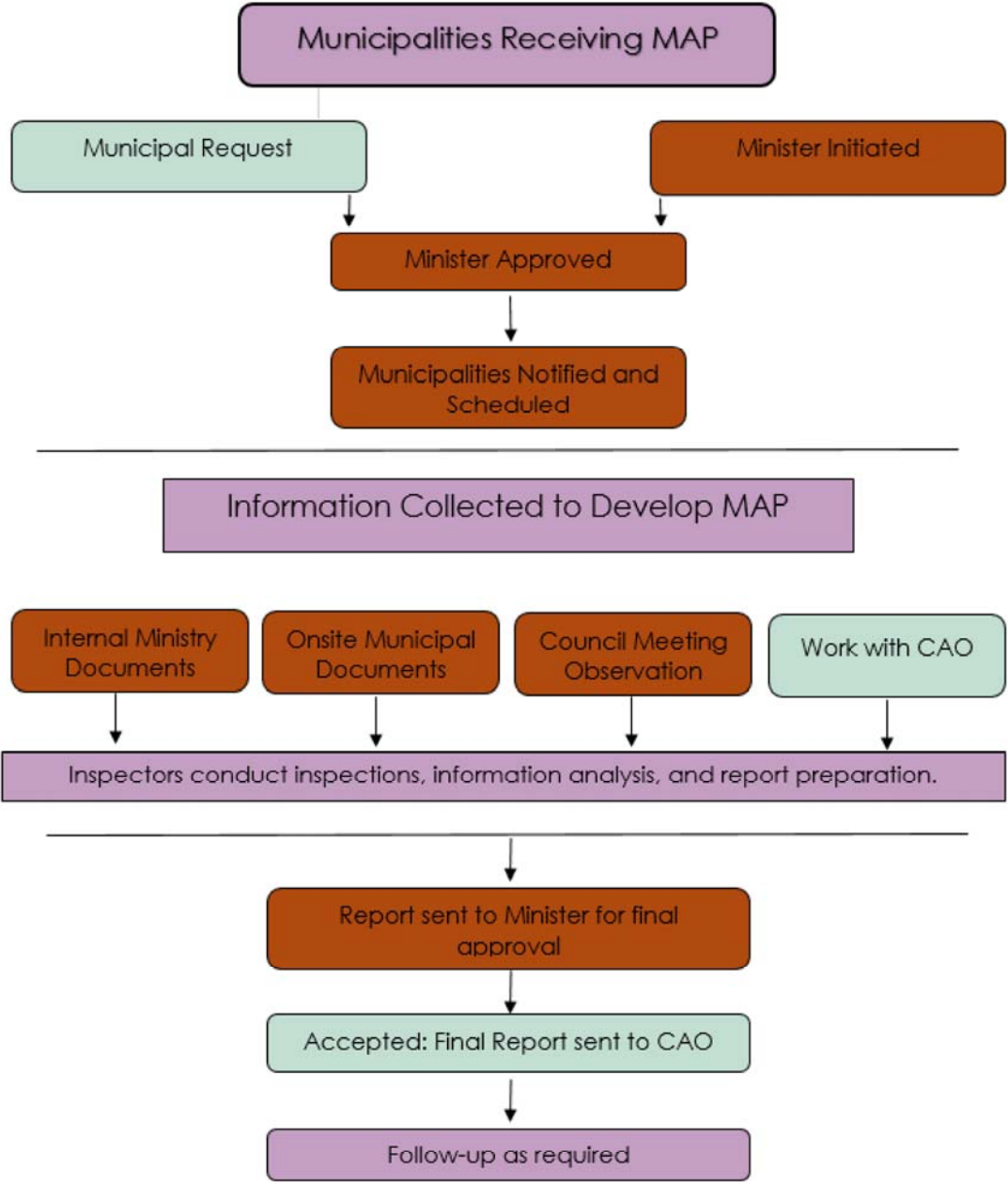
Working collaboratively with the CAO, a customized 'MAP' report will be provided to the CAO, which will identify areas of compliance, as well as include recommendations and resources to assist in remedying any legislative inconsistencies that may exist.

Continued proactive contact, support, and relationship building will be maintained throughout the four-year cycle with each municipality as needed or as requested, regardless of compliance status.

There is no cost to municipalities participating in the MAP.

Interaction with elected officials will be limited to a presentation explaining the attached MAP Process and attendance at a council meeting to confirm legislative meeting requirements are met.

# MAP





While not a complete or exhaustive list, following is a sample of what items could be reviewed and assessed as part of the MAP process.

**Bylaw review**

- Mandatory
  - Code of Conduct
  - CAO
  - Borrowing
  - Property Tax Rate
  - Subdivision Authority and Development Authority
  - Subdivision and Development Appeal Board
  - Municipal Development Plan
  - Land-use Bylaw
  - ICF's
  - Emergency Advisory Committee
- Discretionary
  - General review (Procedural, Tax penalties, Animal Control, Utilities, etc.)

**Policy review**

- Public Participation
- Budget
- Operational and Capital Plans
- Municipal Emergency Plan

**Procedure review**

- Reporting
  - Financial and Statistical Information Returns
  - Financial Reporting to Council
- Tax
  - Tax Notices
  - Tax Recovery
  - Tax Agreements
  - Penalties
- Administration
  - CAO Evaluation
  - Document Security
  - Elections
  - Petitions
  - Advertising
- Meeting Procedures
  - Adoption of minutes
  - In accordance with procedural bylaw (if it exists)
  - Closed meetings
  - Council minutes-content
- Planning
  - Development permits
  - Appeals
- Notifications

# ACTION ITEMS



**TOWN OF CLARESHOLM  
PROVINCE OF ALBERTA  
BYLAW #1688**

**A Bylaw of the Town of Claresholm to amend Bylaw 1628, the Dog Bylaw.**

**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 the Dog Bylaw, Bylaw #1628; and

**WHEREAS** Council deems it necessary to amend the existing Bylaw #1628;

**NOW THEREFORE** under the authority and subject to the provisions of the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, as amended, the Council of the Town of Claresholm, in the Province of Alberta, duly assembled does hereby enact the following:

1. The Town of Claresholm Cemetery Bylaw #1628 shall be amended as follows:

**REMOVE:** Current Sections 4, 5 and 6

4. License fees are determined by way of policy set from time to time by the Town Council.
5. Every person who becomes the owner of a dog over the age of three (3) months or takes up residence within the Town and who is the owner of a dog which is over the age of three (3) months and which is not currently licensed in accordance with this bylaw, shall license the dog within one (1) month after becoming owner of the said dog, or taking up residence within the Town.
6. Dog Owners issued a warning to purchase a license will be granted fourteen (14) days to comply excepting when a dog has been impounded. Impounded dogs shall be required to be licensed before being released to the owner.

**ADD:** Revised Sections 4, 5 and 6

4. See Schedule
5. Licenses or Permits are required for:
  - a) Dog license for every dog resident in Claresholm over the age of three (3) months.
  - b) Dog Fancier Permit for any single dwelling or household housing in excess of three (3) dogs.
6. Dog Owners have one month to comply with the licensing requirements upon possession of a dog or upon taking up residence in Claresholm. Dog owners issued a warning to purchase a dog license or a dog fancier permit will be granted fourteen (14) days to comply excepting when a dog has been impounded. Impounded dogs shall be required to be licensed before being released to the owner.

**ADD:** Sections 2(m), 11(q), and 32 through 36

2. (m) “Dog Fancier Permit” means a permit issued annually to an owner permitting the keeping or harboring, on land or premises occupied by the owner, of up to five (5) dogs over the age of three (3) months
11. (q) an owner who has in excess of three (3) dogs in a single-family dwelling or household without a Dog Fancier Permit, or in excess of five (5) dogs with authorized Dog Fancier Permit, over three (3) months old.

**Dog Fancier Permit**

32. Any person requesting a Dog Fanciers Permit shall submit an application to the Bylaw Enforcement Department, or it’s designate. All applications shall disclose:
  - a) Location for permit
  - b) Purpose (breeders will require a business license)
  - c) Breed and sex of dogs
  - d) Type of facilities
33. An Animal Control Officer shall not issue a Dog Fanciers Permit without first inspecting the proposed location and circulating adjacent property owners.

- 34. An Animal Control Officer shall not issue a Dog Fanciers Permit if, in their opinion, the site or conditions are unsuitable.
- 35. Any person may appeal the decision of the Animal Control Officer to the C.A.O. provided such appeal is submitted in writing within fourteen (14) days of the date of the Animal Control Officers decision.
- 36. An Animal Control Officer may remove the Dog Fanciers Permit upon receipt of Bona Fide complaints from two (2) or more neighbors residing within sixty (60) meters of the residence of the permit.

**ADD:** Schedules “A” & “B” as attached

- 2. This bylaw comes into full force and effect upon third and final reading.
- 3. Bylaw #1628 is hereby amended.

Read a first time in Council this **25<sup>th</sup>** day of **November** A.D.

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

Read a third time in Council and finally passed in Council this      day of      2019 A.D.

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**Doug MacPherson, Mayor**

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**Marian Carlson, CAO**



**BYLAW# 1688  
SCHEDULE "A"**

**FEES**

	Fee
Dog License (Spay/Neuter) – per dog	\$15/year
Dog License (Intact) – per dog	\$40/year
Dog Fancier Permit application fee – per household *	\$50
Dog Fancier Permit annual renewal fee – per household*	\$20

\*Does not include dog licenses for additional dogs



**BYLAW# 1688  
SCHEDULE "B"**

**APPLICATION FOR DOG FANCIER PERMIT**

Name of applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Postal code: \_\_\_\_\_

Phone:  
(Res.) \_\_\_\_\_  
(Bus.) \_\_\_\_\_  
(Cell.) \_\_\_\_\_

**CATEGORY**  
 Breeder (# of times per year \_\_\_ Bus. Lic #: \_\_\_\_\_  
 Show Dogs  
 Pets  
 Kennel operation Bus. Lic #: \_\_\_\_\_

**DESCRIPTION OF DOGS**

Dog	Breed	Colour	Sex	Age	Altered (Y/N)

**TYPE OF FACILITES**

	Yes	No
Enclosed yard with fence?		
Enclosed kennel and dog run?		
Will the dogs be kept indoors during the period in when no one is home?		
Will the dogs be kept indoors at night?		
If "NO", will they be kept in a closed kennel or dog run?		

I understand that before this application can be approved, the Animal Control Officer must first inspect the proposed location to ensure the site and conditions are suitable. I further understand the Animal Control Officer will circulate adjacent property owners and advise them of the application, allowing for a period of response. The Animal Control Officer shall not issue a dog fanciers permit if the site or conditions are not suitable.

\_\_\_\_\_  
Signature



# REQUEST FOR DECISION

Meeting: December 9, 2019

Agenda Items: 2 & 3

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## OPERATIONAL BORROWING BYLAWS – BYLAW 1691 & 1692

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### **DESCRIPTION/BACKGROUND:**

As per MGA Section 251(1) a municipality may only borrow if such borrowing is authorized by a borrowing bylaw.

The Town has maintained a revolving line of credit with the Alberta Treasury Branch (ATB) for many years with a principle sum of \$450,000 and there are currently no funds drawn on this credit facility. It has been a long time since we have had to use the revolving line of credit, but maintain it to ensure there are funds available in an emergency or where there is a short-term cash flow concern. The only change to this borrowing bylaw from the prior borrowing bylaw, Bylaw 1670, is that the Town is in the process of switching banks so the new Bylaw names the Bank of Montreal instead of the Alberta Treasury Branch.

The Town of Claresholm in early 2018 began using AMSC's Procurement Card credit card program, which is a MasterCard issued by BMO. The Town has a total authorized credit limit on this account of \$50,000. The MasterCard account includes nine card holders with individual card limits as per Policy 3-0-01 "Corporate Credit Card Policy"; \$10,000 for the CAO and \$5,000 or less for the other 8 card holders.

As the attached bylaws are for operational borrowing not to exceed 3 years we are not required to advertise the bylaw. Limits authorized cannot exceed expected tax revenue for 2020, approximately \$3M, which we are well below.

Borrowing bylaws for revolving credit facilities should be renewed annually

### **RECOMMENDATION:**

Administration recommends that the revolving line of credit in the amount of \$450,000 be moved from ATB to BMO, and maintained at the same amount and that a 2020 BMO Operational Borrowing Bylaw be passed to that effect.

Administration also recommends that the AMSC Procurement Card account in the amount of \$50,000 be maintained and that a 2020 AMSC Borrowing Bylaw be passed to that effect.

Both these bylaws are the same as the 2019 bylaws with only updates to bylaw number and dates, and issuing bank for the revolving line of credit.

Administration recommends first reading of both these Bylaws.

**PROPOSED RESOLUTIONS:**

Moved by Councillor \_\_\_\_\_ to give Bylaw #1691 – 2020 BMO Operational Borrowing Bylaw – regarding the Town revolving line of credit in the amount of \$450,000 1<sup>st</sup> Reading.

Moved by Councillor \_\_\_\_\_ to give Bylaw #1692 – 2020 AMSC Operational Borrowing Bylaw – regarding the Town MasterCard account in the amount of \$50,000 1<sup>st</sup> Reading.

**ATTACHMENTS:**

- 1.) Bylaw #1691 – BMO Operational Borrowing Bylaw
- 2.) Bylaw #1692 – AMSC Operational Borrowing Bylaw

**APPLICABLE LEGISLATION:**

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

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

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APPROVED BY: Marian Carlson, CLGM - CAO

DATE: December 3, 2019

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**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        day of        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.

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Doug MacPherson, Mayor

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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      day of      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.

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Doug MacPherson, Mayor

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Marian Carlson, Chief Administrative Officer



# REQUEST FOR DECISION DELEGATION RESPONSE

Meeting: December 9, 2019

Agenda Item: 4

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## CLARESHOLM FOOD BANK

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### **BACKGROUND / DESCRIPTION:**

The Claresholm Food Bank appeared before Council as a delegation at their regularly scheduled meeting held November 25, 2019. The Food Bank has requested the use of the old recycling center for their operations. The site works well as it is already equipped with an overhead door, floor to sustain weight of equipment and storage of goods, size is appropriate, and a ramp is adjacent to the building for deliveries.

The Food Bank will require some minor renovations, which they have funds to complete. They are looking at painting, installing counters and shelving, bathroom upgrades and additional sinks (plumbing available adjacent). They will require a lease agreement prior to applying for any grants to assist in covering the costs of any renovations or retrofits.

The lease agreement will be circulated to the Food Bank for their review and comments following Council review and suggestion on rent/utility expectations. The Food Bank is a not-for-profit organization that relies on donations for their operations. The building is only heated on the Food Bank portion, but electrical throughout. The remainder of the building is cold storage for the Town. Utility bills range overall from \$250 to \$550 per month (gas and electricity) = total of approx. \$4600 per year – (would be reduced to 75% electricity since the Town does utilize some within the cold storage portion of the building). This would allow the operations of the facility for approx. less than \$7600 per year (rent & utilities).

### **PROPOSED RESOLUTIONS:**

Option 1: Enter into the lease agreement with the Claresholm Food Bank as proposed (75% of the electric bill and 100% of the gas bill with a base rent rate of \$250.00)

Option 2: Enter into the lease agreement with other conditions or a different rent/utility payment.

### **RECOMMENDED ACTION:**

Moved by Councillor \_\_\_\_\_ 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 \_\_\_\_\_ plus utilities (75% electric, 100% gas).

### **ATTACHMENTS:**

- 1.) None

PREPARED BY: Tara VanDellen, Planner/Development Officer

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APPROVED BY: Marian Carlson, CLGM - CAO

DATE: December 4, 2019

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# CLARESHOLM FOOD BANK

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Town of Claresholm Council  
Box 1000  
Claresholm, Alberta  
T0L0T0

November 15, 2019

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

Re: Lease of Building located at 4122 3<sup>rd</sup> St E, Claresholm

The Claresholm Food Bank and Community Outreach Society are requesting to lease the Building located at the above address currently being utilized by the Town of Claresholm for their curbside recycling program. Since it will soon be discontinued and taken over by "Environmental 360 Solutions" we understand the building will no longer be required for its current use, as Environmental 360 Solutions will be collecting and transporting our recycled goods directly to a depot in Calgary.

The Foodbank has been located in the basement of the Town Administration building for almost 30 years. Since its founding, the Claresholm Food Bank has been committed to helping those in need, overcome challenges they are facing with the supplementation of food and helping to reduce the gap on their financial stresses that they may be facing at the time. 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.

Should you approve our request to move into this building, there will be renovations required prior to moving in, which we are willing to assume. Since we rely solely on donations, we will be asking for your support with respect to a Community Facility Enhancement Program Grant application (CFEP), however at this time we are unsure as to the amount we will require until we get quotes from contractors.

We understand that Alberta Health Services will have to approve any and all building requirements 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



[Home](#) → [Government](#) → [Connect with government](#) → [Government news](#)

Dec 04, 2019

[Media inquiries](#)

## UPDATED\*:Historic investment in rural policing

Alberta is adding more than 500 RCMP positions in rural communities across the province and fostering a new public safety partnership with municipalities.



*Justice Minister and Solicitor General Doug Schweitzer shakes hands with an RCMP officer in Leduc County.*

The Government of Alberta's new police funding model will inject more than \$286 million over five years into frontline law enforcement for these additional RCMP officer and civilian positions. This new cost-sharing partnership will see small and rural communities begin to pay a portion of frontline policing costs, bringing them into line with larger communities and cities.

Under the cost-sharing terms in the Provincial Police Service Agreement (PPSA), Alberta pays 70 per cent of policing costs and the federal government covers the remaining 30 per cent. With the additional investment from

municipalities, the federal share of the PPSA will increase as well. This partnership will constitute a total increase in rural police funding of more than \$286 million over five years with every dollar of the additional funds invested in frontline policing.

The province is creating a new Alberta Police Advisory Board, where municipal leadership will have a seat at the table, working in collaboration with law enforcement to ensure local needs are heard and implemented. This new governance mechanism will ensure that policing is in line with the priorities of those they are protecting.

“Ensuring Albertans are safe, secure, and protected in their communities goes to the heart of who we are as a government. We want to ensure we fund law enforcement in an equitable and sustainable way that will ensure we have more police in our communities. With this new police funding model, we are making the single largest investment in rural policing since the March West and delivering on our promise to enhance public safety.”

*Doug Schweitzer, Minister of Justice and Solicitor General*

“Crime affects many in my own rural community, and it is an issue that is incredibly personal to me. All Albertans deserve to feel safe in their own homes and confident that they will not fall victim to violent or property crime. This new police funding model will provide increased security and certainty for rural Albertans, and value for taxpayer dollars.”

*Jason Nixon, Minister of Environment and Parks*

“The Government of Alberta has made an unprecedented investment in their police service, and we are ready to deliver on that commitment. The funding model announced will allow the Alberta RCMP to put additional resources where they are needed most immediately – on the frontline in your detachments, protecting your backyards and your farmyards, pushing back crime in a sophisticated and focused manner.”

*Curtis Zablocki, Deputy Commissioner, RCMP*

“\*Rural Municipalities of Alberta appreciates the Government of Alberta’s willingness to consult on this issue, and as a result of input from RMA and rural municipalities, implement a phased-in police costing model. Rural crime has been an ongoing issue in Alberta in recent years, and rural municipalities recognize they need to share in the costs of the solutions to support safer communities. Absorbing additional policing costs will be a significant challenge for rural municipalities given the current economic environment and RMA continues to be concerned about the use of equalized assessment in the calculations of amounts paid, however a reduction in the weighting of equalized assessment based on consultation is appreciated. RMA is looking forward to participating on the Alberta Police Advisory Board to inform how additional funding will be reinvested to improve service standards to the rural and remote municipalities and how municipalities can have increased local input into monitoring the service deliverables as compared to cost increases.”

*Al Kemmere, president, Rural Municipalities of Alberta*

“AUMA has long advocated for a more equitable police-funding model to address RCMP vacancies and the rising costs of policing while improving community safety. We're pleased to see action on this critical priority by the provincial government, as safe and healthy municipalities build strong communities and a stronger Alberta. Further consultation is critical to supporting local governments with the policing resources they need, and we look forward to actively contributing to the Alberta Police Advisory Board.”

*Barry Morishita, president, Alberta Urban Municipalities Association*

This partnership places priority on adding uniformed patrol officers in rural RCMP detachments, increasing the total number from under 1,600 to about 1,900, and will also add members to specialized RCMP units that dismantle organized crime and drug trafficking and investigate auto and scrap metal theft.

Furthermore, the new civilian positions will assist with administrative tasks and investigative support to increase response times and help ensure officers have the support network they need to protect Albertans by spending more time on roads and in communities.

## Quick facts

- Small and rural communities, with some exceptions, will begin contributing a portion of their frontline policing costs in 2020. To give communities time to adjust, the new funding model is being phased in: communities will contribute 10 per cent of policing costs in 2020, followed by 15 per cent in 2021, 20 per cent in 2022 and 30 per cent in 2023.
- Policing costs for each community will be determined by municipal tax base (as measured by [equalized assessment](#)) and population to calculate a base cost. Communities will also be eligible for other subsidies that consider other factors that may affect local policing costs.
- Current annual PPSA amount, 2019-20 (prior to new police funding partnership): \$374.8 million
- Government of Alberta contribution: \$262.4 million
- Government of Canada contribution: \$112.4 million
- Additional investments to current PPSA to April 1, 2024 will be: \$286,605,021
  - Government of Alberta contribution: \$200,623,515
  - Government of Canada contribution: \$85,981,506
- All additional investments will go towards more frontline resources.

*\*Editor's note: Includes updated quote*

## Media inquiries

- [Jonah Mozeson](#)  
[587-985-6077](tel:587-985-6077)

*Senior Press Secretary, Alberta Justice and Solicitor General*

**From:** President <[President@auma.ca](mailto:President@auma.ca)>  
**Sent:** December 5, 2019 3:06 PM  
**Subject:** Provincial Announcement of Police Funding Model

Dear municipal colleagues,

I'm sure you have already been made aware of yesterday's [provincial government announcement](#) of a new police costing model that applies to urban municipalities with populations under 5,000 and all rural municipalities.

AUMA has long advocated for a more equitable police funding model to address RCMP vacancies and the rising costs of policing while improving community safety. We have been equally clear in our advocacy that any new funding model must take into consideration a municipality's ability to pay for policing services, and that paying for policing must give municipalities a say in the delivery of police service in their community.

The new police costing model reflects many of AUMA's recommendations, such as use of population and equalized assessment to simulate demand and ability to pay, and the establishment of an Alberta Police Advisory Board with equal representation from AUMA and RMA to guide the implementation of the new model. The funds generated by this new model, a total of \$286 million over five years, will be invested in frontline law enforcement, with the federal government contributing an additional \$85.6 million to rural policing.

However, there is more work to be done. We are very concerned with the proposed timelines for implementation, which suggest that invoices will be issued as early as next spring, well after municipal budgets have been set for 2020.

We are working with senior staff at the Ministry of Justice and Solicitor General to see if the implementation of the new model can be delayed in order to align with the 2021 municipal budgeting process, and we will pass along any further information once it becomes available.

Provincial staff have also provided us with the attached table that outlines preliminary estimates of the funding model's financial impacts to municipalities. The Ministry of Justice and Solicitor General staff have told AUMA that they will contact municipalities directly to confirm these amounts and provide additional information.

We remain committed to working with our partners at the Rural Municipalities Association (RMA) and the provincial government on this critical priority, as safe and healthy municipalities build strong communities and a stronger Alberta.

If you would like to discuss this further, please feel free to contact me.

Sincerely,

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

For Claresholm, implications are as follows:

Year 1 - 10% - \$73,730

Year 2 - 15% - \$110,674

Year 3 - 20% - \$147,460

Year 4 - 30% - \$221,349

Year 5 - 30% - 4221,349

More detailed analysis is available on request.

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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)





ALBERTA

MUNICIPAL AFFAIRS

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

AR99186

To Mayors and Reeves,

Since my appointment as Minister of Municipal Affairs last spring, I have had the opportunity to travel to many communities within Alberta, to hear about your priorities and perspectives. I am very grateful for the way in which you have welcomed me into your communities and shared your thoughts with me. I have also had the pleasure of meeting with many of you during the fall conventions of the Alberta Urban Municipalities Association (AUMA) and Rural Municipalities of Alberta (RMA) and, again, I thank you for the gift of your time and wisdom.

One of the consistent messages I have heard over the past several months is concern regarding Intermunicipal Collaborative Frameworks (ICFs) and Intermunicipal Development Plans (IDPs) - both in terms of the challenges you are facing in building these frameworks and plans, and the challenges posed by the legislated deadline for completion of April 1, 2020.

Intermunicipal collaboration is a priority for me, and for the Government of Alberta; all Albertans benefit when our communities collaborate to share services, create efficiencies, and reduce overall costs for their residents. Therefore, my government colleagues and I agree that it is important to maintain the overall requirements for ICFs and IDPs.

We very much appreciate the work that many of you have done to date, but we also recognize that the current legislative requirements are overly complex and onerous. Based on your feedback, I am proposing important changes to the ICF process as well as IDP requirements. These changes will streamline and clarify the process for building ICFs and IDPs, and I believe will make it much easier for all of you to complete the process by April 1, 2020.

.../2

Earlier this week, these changes were introduced to the Legislative Assembly as part of Bill 25, the *Red Tape Reduction Implementation Act*. The bill contains various amendments to reduce red tape affecting municipalities, with the most substantive changes focused on streamlining and clarifying the ICF/IDP requirements. In particular, I am proposing the following important changes:

- Simplifying reporting to the province;
- Enabling municipalities to adopt ICFs by resolution (or bylaw), to recognize the way in which many municipalities typically adopt cost-sharing agreements;
- Simplifying the process of developing an ICF, so municipalities can focus on discussing and reaching agreement on how to share services that benefit residents in both municipalities, instead of spending too much time on meeting specific process requirements that overcomplicate their discussions;
- Streamlining and clarifying the arbitration process, to more closely align ICF arbitrations with the standard provisions of the *Arbitration Act*, and to very clearly limit the scope of an arbitrator's authority; and
- Enabling municipalities to be exempted from the requirement to develop an IDP, where both municipalities agree that one is not necessary.

None of the proposed amendments will require municipalities to go back and make changes to already completed ICFs and IDPs. For those requiring further work, the proposed legislative changes will make it easier to get this work done. As you move forward, I would like to take this opportunity to remind you of a few key points in relation to ICFs:

1. The deadline of April 1, 2020 remains in place. I am expecting all municipalities to meet this deadline. I am prepared to consider short-term extensions of the deadline in exceptional circumstances, or where municipalities simply need an additional one to two months to be able to complete the process. However, beyond these exceptions, I do not intend to provide time extensions; I encourage all municipalities to act accordingly in order to avoid arbitration and retain local control of ICF content.
2. ICFs are about the cost sharing of services that benefit residents in more than one municipality. They are not about revenue sharing, and I do not support any attempt to leverage the ICF negotiations in an effort to extract a revenue sharing agreement.
3. I do expect municipalities to negotiate in good faith, and to make decisions based on concrete facts. If municipal residents utilize a service in meaningful numbers and/or account for a meaningful proportion of those service costs, I would expect the municipality to compensate the municipality providing those services accordingly.
4. Municipal Affairs will not be evaluating individual ICFs to determine whether they are "a good deal" or not. As Minister, my interest is that you have conversations with your neighbours about shared services, and reach an agreement that makes sense at the local level.



ALBERTA  
MUNICIPAL AFFAIRS

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

-3-

I am optimistic that the legislative changes I am proposing will help ease the way for you to fulfill your legislated obligations to complete ICFs by April 1, 2020. However, the success of these negotiations depends on each of you, and your willingness to engage with your municipal neighbours respectfully and with an openness to reasonable compromise. A locally developed solution is always best, so I encourage all of you to take this opportunity to shape these agreements for yourselves, and for the overall betterment of your regions.

Yours very truly,

A handwritten signature in blue ink, appearing to read 'Kaycee Madu'.

Kaycee Madu  
Minister

Attachment: Changes to the ICF and IDP requirements

cc: Alberta Urban Municipalities Association  
Rural Municipalities of Alberta  
Paul Wynnyk, Deputy Minister

## Summary of Changes to Intermunicipal Collaboration Framework (ICF) and Intermunicipal Development Plan (IDP) Requirements, and Q&A Reference

Recently announced changes to ICF and IDP legislation will streamline and simplify the requirements. This summary is intended to provide information about the changes and how the requirements will apply going forward. The information is intended to describe the general nature of the most significant changes, but municipalities should refer to the *Municipal Government Act (MGA)* as amended for complete specifics.

The changes will simplify reporting to the province, allow municipalities to adopt an ICF by council resolution, simplify the ICF content requirements, streamline the *MGA*-prescribed arbitration process that applies when municipalities cannot reach agreement, limit the scope of arbitration to issues of disagreement, and exempt municipalities from the IDP requirement where both municipalities agree.

### Comparative Summary of the Changes

Requirement / Process	Previously	Now
<b>Municipal neighbours that must adopt an IDP</b>	<p>An IDP exemption was available to municipalities with boundaries composed of crown land by mutual agreement.</p> <p>Agreement was to be made by council resolution, and copies of the resolutions were to be filed with the Minister.</p>	<p>An IDP exemption is now available to all municipalities by mutual agreement.</p> <p>There is no requirement to file copies of the council resolutions with the Minister.</p> <p>Any municipality can revoke its agreement by written notice, in which case the municipalities are required to adopt an IDP within one year.</p>

## Summary of Changes to ICF and IDP Requirements

Requirement / Process	Previously	Now
<b>Contents of an ICF</b>	ICFs were previously required to list all services provided by each municipality; identify how each of those services were best provided, delivered, funded, or discontinued; and set time frames for implementation.	<p>The ICF must now describe the services that benefit residents in more than one of the municipalities.</p> <p>The ICF must identify which municipality is responsible for providing these services and how the service will be delivered and funded.</p> <p>Other services that do not benefit residents in more than one of the municipalities do not have to be listed or addressed in the ICF.</p>
<b>Listed services to be addressed in an ICF</b>	ICFs were required to address a specific list of services which included transportation, water and wastewater, solid waste, emergency services, and recreation.	There is now no requirement to address listed services; just the general requirement above to describe services that benefit residents in more than one of the municipalities.
<b>Method of creating an ICF</b>	ICFs were required to be adopted by bylaw.	ICFs can now be adopted by bylaw or resolution.
<b>Relationship of ICF to IDP</b>	An ICF was not complete until an IDP was also adopted.	The completion of an ICF is now independent of the IDP process. An ICF can be completed before an IDP is completed, or in the absence of an IDP.
<b>Filing an ICF and IDP with the Minister</b>	A copy of the ICF and IDP was required to be filed with the Minister.	There is now no requirement to file copies of the ICF or IDP with the Minister. However, the Minister must be notified that the ICF is completed.
<b>Arbitration process for ICFs</b>	<p>The <i>MGA</i> and ICF Regulation previously set out a detailed arbitration process that applied where municipalities are not able to create a framework or where a dispute is not resolved within one year.</p> <p>The <i>Arbitration Act</i> did not apply to these arbitrations.</p>	Arbitration still applies where municipalities are not able to create a framework or where a dispute is not resolved within one year. However, the <i>Arbitration Act</i> now applies to the arbitration, except as modified by the <i>MGA</i> .

## Summary of Changes to ICF and IDP Requirements

Requirement / Process	Previously	Now
<b>Arbitration process for IDPs</b>	The ICF arbitration process applied to IDPs.	Where municipalities are not able to agree on an IDP by the due date, the Minister will now refer the matter to the Municipal Government Board for recommendations.  The Minister may subsequently order the municipalities to establish an IDP in accordance with the Minister's order.
<b>Role of the arbitrator</b>	The arbitrator was required to create the ICF.	The arbitrator is now required to make an award that resolves the issues in dispute.  The municipal parties will have the responsibility to create and adopt the ICF in accordance with the arbitrator's award.

## Questions and Answers

*Why were the requirements for ICFs changed?*

- The original ICF content requirements were very prescriptive; the changes simplify the process and allow municipalities to focus on results that will benefit residents and businesses.
- The original ICF rules set out a complete arbitration process, even though the province already has an established process in the *Arbitration Act*. To be consistent and avoid duplication, ICF arbitrations will follow the *Arbitration Act* process except as modified by the *MGA*.

*Are the ICF requirements still mandatory for all municipalities?*

- Municipalities are still required to complete ICFs.
- It is in the best interest of municipalities across the province to work together to reduce duplication of services and infrastructure by creating ICFs.

## Summary of Changes to ICF and IDP Requirements

*What will happen to ICFs that have been completed, or that are almost completed, using the old rules?*

- No new requirements have been added, so ICFs that have been completed following the previous rules will meet the requirements under the new rules.
- Municipalities that are still in the process of negotiating their ICFs should continue on as scheduled, since any results that meet the current requirements will more than meet the new requirements.

*Do ICFs address revenue sharing?*

- ICFs are only required to address the sharing of costs for services that are intermunicipally delivered or that are provided by one municipality and utilized by the residents of one or more other municipalities.
- ICFs are to be negotiated in good faith based on sharing of costs.
- Municipalities have the autonomy to negotiate revenue sharing agreements on a voluntary basis, but these agreements are not part of the ICF process.

*Under the revised requirements, when do we have to complete our ICFs?*

- The April 1, 2020 deadline to complete ICFs remains in effect.
- This reflects the priority the Government of Alberta places on intermunicipal cooperation, as a means of ensuring that all Albertans benefit from the efficient delivery of local services.
- Changes to the ICF requirements will streamline the process, which may support earlier completion.
- A one-year extension continues to be available for ICFs between municipal districts and improvement districts; between growth management board members; and between a municipality that is a growth management board member and a municipality within its boundary. This extension is available on the condition that all parties agree by resolution and file copies of the resolutions with the Minister within 90 days of passage.
- The Minister of Municipal Affairs has the authority to authorize additional time extensions; however, the Minister has been very clear that he does not intend to approve extensions except in exceptional circumstances.

*What happens if we can't come to an agreement with our municipal neighbour on our ICF?*

- If the ICF is not completed by the required date, the municipalities involved must refer the matter to an arbitrator.
- A list of private sector arbitrators is available at <https://www.alberta.ca/mediator-and-arbitrator-rosters.aspx> . The roster is not a certification of competency or a credentialing process. It is intended to provide municipalities with a list of arbitrators who have relevant training and experience and who have expressed an interest in intermunicipal arbitration.
- The arbitrator has one year to make an award that resolves the issues in dispute.
- The municipal parties are bound by the arbitrator's award, and must adopt an ICF in accordance with the award.

*Where can we get more information or resources to assist with the changes?*

- For more information,

<b>Phone:</b>	780-427-2225
<b>Toll-free in Alberta:</b>	310-0000
<b>Fax:</b>	780-420-1016
<b>Email:</b>	lgsmail@gov.ab.ca

December 5, 2019

Dear Mayor/Chief and Council

**Subject: Alberta Community Resilience Program**

Thank you for your interest in the Alberta Community Resilience Program (ACRP).

Since 2014, the Alberta Community Resilience Program has given communities the means to adapt to their unique flood challenges by protecting important infrastructure and creating flexibility to react to extreme weather events.

We are pleased to report that as of November 2019, the Alberta Community Resilience Program funded 79 projects in 53 communities across the province, including four First Nations – an investment of over \$230 million. We would also like to thank our municipal partners for helping to maximize our provincial investments, leveraging nearly \$200 million in federal funding for community-level flood mitigation projects.

Past recipients of ACRP grants have been chosen by virtue of their overall importance, and every effort has been made to prioritise projects that truly make a difference in terms of flood mitigation to the maximum number of Albertans. Because we have completed a number of high-priority projects, we are stepping back to re-examine this grant program while still ensuring funding is allocated this year. Budget 2019 included the program's final funding allocations, which were announced on November 8, 2019.

We will continue to work with municipal and First Nation partners on ACRP projects funded to date. However, please note that there is no new funding available at this time. All active applications submitted to date are now considered closed.

If you have any questions or concerns regarding active projects or the return of active application(s), please feel free to contact myself or Ms. Micaela Gerling at 403-297-3304 or by email at [micaela.gerling@gov.ab.ca](mailto:micaela.gerling@gov.ab.ca) for more information or assistance.

Yours truly,



Andy Lamb  
Director  
Alberta Community Resilience Program

cc. Micaela Gerling, Program Coordinator

November 25, 2019

File: 19444 (Project 2)

Town of Claresholm  
Box 1000  
Claresholm, Alberta T0L 0T0

RECEIVED

Attention: Marian Carlson, CAO

DEC - 3 2019

Dear Madam:

Re: Applications for Purposes Other than Irrigation  
Pine Coulee Water Management Project – Golf Course Watering

As you are aware, Brad Burns from the Town has been working with MPE Engineering to update the Town of Claresholm Water Shortage Response Plan (WSRP) such that it will be a co-operative Regional Plan between the Town(s) and the MD of Willow Creek. Regional plans are becoming more critical as hub communities are delivering water to more and more users within their areas and water shortages will affect all users.

The plan needs to be sufficiently robust that the triggers for the various stages of the Plan are clear (ie: tied to Reservoir elevations) and the actions(s) at each phase are specific (ie: unable to assign water below elevation 1044m;pumping/hauling water---contracts in place access point stated/confirmed, water availability under ice conditions etc.). I did meet with MPE representatives last week and provided additional guidance with respect to the development of a Regional WSRP. A copy of the Plan will be required prior to any authorization being issued.

In that regard, it is my understanding that all of the works for the delivery of water to the golf course are in place. As such, a recommendation will be made for the Director to consider issuing the final licence for this project rather than a Preliminary Certificate which only authorizes construction.

Under Section 50(1)(c) of the *Water Act*, a person who applies for a licence must pay the required fees. Prior to the issuance of the licence for the above project, the fees payable for the diversion recorded is \$225.00

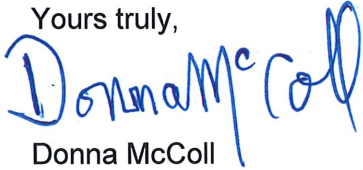
Methods of payment available are cheque, money order or bank draft (payable to the Government of Alberta). If you wish to pay by credit card, you may do so using the online system GPAS. Contact the Financial Services Branch directly for more information regarding the GPAS system. Please submit your Water Act licence fee to: [AEP.Revenue@gov.ab.ca](mailto:AEP.Revenue@gov.ab.ca)

If you have any questions regarding fee payment, please contact Revenue Administrator at (780) 427-5022.

Once confirmation of payment of the licence fee and the WSRP are received, consideration can be given to issuing a licence for this project.

If you have any questions, please contact me at (403) 381-5967.

Yours truly,



Donna McColl  
Senior Water Administration Officer

cc: Joyce Soh – AEP, Financial Services Branch, Edmonton  
MPE Engineering Ltd, Lethbridge. Attention: Jody Petrone



COMMUNITY  
FOUNDATION  
LETHBRIDGE + SOUTHWESTERN ALBERTA

## Fall-Winter Grants Celebration is December 12!

The impact of charitable giving in our community is a cause to be shared and celebrated! Join us at the Community Foundation office next Thursday and share in the excitement as we award over \$286,000 in grants from the Community Priorities Fund, the Henry S. Varley Fund for Rural Life, and various Field of Interest Funds.

This event is free and open to all members of the public.

**What:** Fall-Winter Grants Celebration  
**When:** Thursday, December 12 at 10:30 a.m.  
**Where:** Community Foundation Office  
Unit 50, 1202 2nd Avenue S, Lethbridge

Refreshments will be served.  
Limited street parking is available.

Contact the Community Foundation office [here](#) or at 403-328-5297 to RSVP.

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It's right there in our name: community. For over 50 years, building a stronger and more vibrant Southwestern Alberta has been the motivation behind our work. Every year, we connect generous donors with causes that are close to their hearts, which helps us award over \$800,000 in grants annually to qualified groups throughout our region.

Learn more about us at [www.cflsa.ca](http://www.cflsa.ca).

See what's happening on our social media sites:





# Municipal District of Willow Creek No. 26

Office of the Reeve

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

273129 Secondary Hwy 520  
Claresholm Industrial Airport  
Box 550, Claresholm Alberta T0L 0T0

Office: (403) 625-3351

Fax: (403) 625-3886

Shop: (403) 625-3030

Toll Free: 888-337-3351

RECEIVED

NOV 29 2019

November 22, 2019

Mayor Doug MacPherson  
Town of Claresholm  
221 - 45 Avenue West  
P.O. Box 1000  
TOL 0T0

Dear Mayor MacPherson,

**RE: Community Airport Program Grant Application**

We acknowledge the receipt of your correspondence from November 13, 2019 pertaining to the Airport Runway Rehabilitation.

We had expressed our willingness to cost share the unfunded costs of this project, unfortunately we were advised in the November 13<sup>th</sup> correspondence that the Town of Claresholm would not participate.

As such I must unfortunately notify you that the MD of Willow Creek Council has passed a motion to not participate in the Community Airport Program grant for the overlay of the Claresholm airport runway. We are not prepared to pay all of the unfunded costs related to this project.

Despite the project not going forward we must continue to have discussions regarding the condition of the runway. The significant number of cracks in the asphalt allows the infiltration of water into the substructure of the runway. Maintenance is required to be undertaken to preserve the integrity of the runway and as such some discussion must occur in the coming months with respect to undertaking a preventative maintenance program in the form of a crack filling project. Without this work the runway is just years away from no longer being able to support aviation uses.

We look forward to meeting with you to discuss this important issue in the future.

On behalf of Council,

Maryanne Sandberg  
Reeve  
Municipal District of Willow Creek



# CMHA

December 4, 2019

Dear Mayor & Council Members:

Firstly, we would like to sincerely thank the Mayor and Council for their prompt response to our urgent request for a letter of support to accompany our bid to host the 2020 Atom "B" Hockey Alberta Provincial Championships. We are pleased to announce that we have been successful with our application and we will be hosting this tournament on March 19-22, 2020.

This letter is to request that the Town of Claresholm consider donating the ice rental fees for this event.

As the official host site for the Hockey Alberta Provincial Championships we are giving our members a unique opportunity and experience that they will remember for a lifetime. With a committed group of community volunteers to host this event, we have every confidence that we will make it a memorable and positive experience for every participant.

We feel strongly that this event will not only benefit the participants but also have a positive economic impact on our Town. From full hotels and restaurants, busy gas stations and retail stores, Claresholm has an opportunity to show families from across the province everything we have to offer!

Claresholm Minor Hockey and all the of the players on the 2019-2020 Atom Thunder Hockey Team, thank you again for considering partnering with us to achieve this goal.

Look forward to seeing you at the Arena!

Gratefully,

Jason Bishoff, President  
Claresholm Minor Hockey Association

## Claresholm Minor Hockey Association

P.O. Box 1933 | 4918 - 2nd Street East | Claresholm, AB | T0L0T0

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



Date of Application: Nov 6, 2019

Date of Event: March 19-22, 2020

**1. Applicant Information**

Name of Applicant: Claresholm Minor Hockey Association

Address: Box 1933

Contact Person: Jason Bisloff

Phone, Fax, Email: President@Claresholmminorhockey.com

**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 & #  
100988557

NO

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

YES provide registration date & #

NO

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

DONATION - Financial Assistance (explain):

IN-KIND CONTRIBUTION - Fee Waiver (explain):

Donation of ice rental fee for Provincial Tournament

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

COMMUNITY PROJECT FUNDING - (explain):

SPECIAL EVENT - (explain):

COMMUNITY EVENT - (explain):

Other (explain):

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

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

N/A

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**7. Previous Donations**

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

Date	Amount	Use of Funds

**8. Organizational Information**

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

Minor Hockey / Youth Sports

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- |               |                     |                 |
|---------------|---------------------|-----------------|
| Jason Bisdoff | Blaine McLeod       | Brittany Flynn  |
| Cameron Fancy | Jodie Gibson-Manson | Jordie Ferguson |
| Derek Sears   | Jenn Martin         | Kelly D'Agnone  |

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

The goal of our organization is to provide the participants with a positive, supportive, and safe environment where they can develop the interpersonal, leadership and hockey skills while learning respect, self-esteem, teamwork and responsibility

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How will your organization acknowledge the Town's donation?

- Verbal recognition @ event
  - Inclusion in all printed materials (posters, program etc...)
  - Inclusion in all electronic promotions (Facebook, website etc...)
-

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

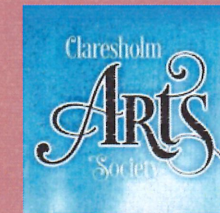
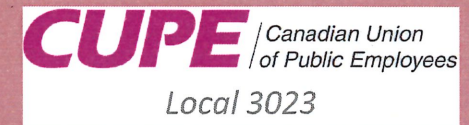
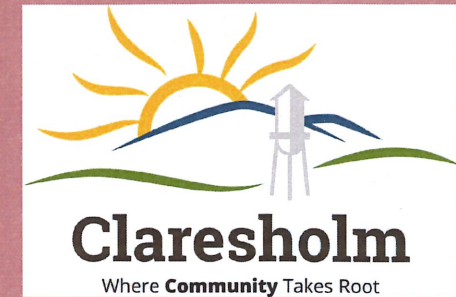
YES

NO

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

Funding Source	Amount	Recommended Use of Funds



Please join us January 11th for Dinner and a Show

Dinner will begin at Casa Roma @ 5:15 pm

Show begins at the Clareholm Community Centre @7:00 pm

2 Adult Tickets & Dinner Courtesy of the Town of Clareholm & CUPE Local 3023

Please RSVP to Denelle by December 23rd if you are attending or sending your regrets

Text 403-625-9106 or [cac@clareholm.ca](mailto:cac@clareholm.ca)



# REQUEST FOR DECISION

Meeting: December 9, 2019  
Agenda Item: 14

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## CLARESHOLM COMMUNITY CENTRE LEASE

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### **BACKGROUND INFORMATION:**

The Claresholm Community Centre has maintained a five-year lease with the Town of Claresholm since January 1, 2010 (and many years before that) with an option for another five years. The renewal option was exercised in 2015 which expires December 31, 2019. Administration has now presented the Claresholm Community Centre with a new lease to cover the next five years from January 1, 2020 to December 31, 2024 with another 5-year option to renew. The lease agreement is for an annual rent of \$1.00. As per the agreement the Hall Board shall operate and manage the leased premises including supplying all necessary equipment and personnel. They have hired custodians to clean and open/inspect/close the facility to renters.

In 2014 the Town was able to facilitate the bookings of the Community Centre in a way to assist the ease of payment for renters, as well as, a location for contract drop offs. This has assisted the Hall Board in a consistent location with hours of operation and continues to work well. The Town provides the rental fees to the Hall Board on a monthly or bi-monthly basis and the Hall Board refunds any security deposits.

As per the lease agreement the Hall Board is responsible for any improvements, maintenance, insurance costs, utility costs (except Town utilities), and repairs to the hall.

### **RECOMMENDED ACTION:**

This agreement was reviewed by the Hall Board at their meeting held Dec. 3, 2019, which proposed one change to Article 12- subletting. As they do lease a portion of the building to the fish and game association, the agreement has been updated to allow for that existing operation. An additional clause that the Town has added is the requirement to provide annual financial statements and society returns to ensure the organizations are operating in good status. This information is public and can be provided to the Council representative on the board. This clause will be added to each lease agreement for facilities that are operated by Societies. Administration recommends Council approve the five-year lease.

### **PROPOSED RESOLUTION:**

Moved by Councillor \_\_\_\_\_ to approve a five-year lease with the Claresholm Community Centre for the property located at 5920 8 Street West dated January 1, 2020; with an option to renew for a further five-year term.

#### ATTACHMENTS:

- 1.) Claresholm Community Centre Lease 2020

PREPARED BY: Tara VanDellen, Planner/Development Officer

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APPROVED BY: Marian Carlson, CLGM – CAO

DATE: December 4, 2019

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**LEASE AGREEMENT**

**TOWN OF CLARESHOLM**

**TO**

**CLARESHOLM COMMUNITY CENTRE**

DRAFT

**THIS LEASE** made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**BETWEEN:**

**TOWN OF CLARESHOLM**

(hereinafter referred to as the "Landlord")

**AND:**

**CLARESHOLM COMMUNITY CENTRE**

(hereinafter referred to as the "Tenant")

**WHEREAS:**

A. The Landlord is the registered owner of the Lands;

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

**ARTICLE 1 - DEFINITIONS**

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

- (a) "Buildings" means the buildings and improvements from time to time located upon the Lands;
- (b) "Commencement Date" means the 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 Portion of Block 2, Plan 731663 (5920 – 8 Street West);
- (e) "Lease" means this lease agreement, as from time to time amended in writing by agreement between the Landlord and the Tenant;

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

## **ARTICLE 2 - GRANT**

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

## **ARTICLE 3 - TERM OF LEASE**

3.1 Term. The term of this Lease shall be for approximately five (5) years commencing on the Commencement Date and ends 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) promptly pay when due any and all charges, impositions, costs and expenses of every nature and kind relating to the Leased Premises and the maintenance, operation, cleaning (in a clean and sanitary condition, satisfactory to the Provincial Regulations), and caretaking (including providing bathroom and cleaning supplies, toilet paper, paper towels and soap), repair and replacement of all equipment located thereon including, without restriction, all costs relating to cleaning the interior and exterior portion of the Leased Premises, provision of hot and cold water, and provision of electricity;
- (d) throughout the Term continuously use the Leased Premises solely for the Permitted Use and shall not use or permit or suffer the use of the Leased Premises or any part thereof for any other business or purpose;
- (e) 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 the fiscal year end).
- (f) 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;
- (g) 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;
- (h) promptly pay when due all costs incurred in the operation, maintenance, repair, replacement, improvement, and alteration of the Leased Premises, whether due to the supply of work, services or materials, and in such a manner so as to ensure no mechanics' or builders' lien(s) arise in respect of the Leased Premises or the Tenant's leasehold interest under this Lease;

(h) maintain (including, without limitation, the performance of regular and periodic servicing, maintenance and inspections as a prudent owner would) in good operating condition all equipment, pipes, wiring and electrical apparatus and all plumbing fixtures, heating, ventilating and air conditioning equipment and all other mechanical systems and electrical systems in or about the Leased Premises and shall keep the same in clean and good working order and repair. It is understood and agreed that in case the said fixtures, systems and equipment or any part thereof shall be damaged or destroyed, or become incapable of performing their function, the tenant shall immediately notify the Landlord of same and the cost for the prompt repair, replacement, and upgrading of the same shall be the sole responsibility of the Tenant, with said repair, replacement, and upgrading to be performed to the quality and specifications approved by the Landlord;

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

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

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

9.5 Comply with Laws and Regulations. The Tenant shall comply promptly at its expense with all laws, by-laws, ordinances, regulations, requirements and recommendations of any and all federal, provincial, civic, municipal and other lawful authorities, which may be applicable to the Tenant, to the construction of the Leased Premises, to the manner of use or operation of the Leased Premises, or the making by the Tenant of any repairs, alterations, changes or improvements to the Leased Premises.

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

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

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

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

## **ARTICLE 10 - INSURANCE AND INDEMNITY**

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

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

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

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

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

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

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

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

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

#### **ARTICLE 11 - DAMAGE AND DESTRUCTION**

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

- (a) if, in the reasonable opinion of the Tenant, the Leased Premises cannot be rebuilt or made fit for the purposes of the Tenant within one hundred and eighty (180) days of the damage or destruction;
- (b) if, in the reasonable opinion of the Tenant, no less than fifty (50%) percent of the Leased Premises requires repair or reconstruction; or
- (c) if, in the reasonable opinion of the Tenant, the repair or reconstruction of the Leased Premises is not financially reasonable given the age of the Leased Premises, the equipment and improvements, or given the availability of alternative premises for Leased Premises and/or use by the Tenant;

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

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

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

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

## **ARTICLE 12 - SUB-LETTING AND ASSIGNMENT**

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

## **ARTICLE 13 - DEFAULT**

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

- (a) if the Tenant fails to make any payment, in whole or in part, of any amount payable to the Tenant as provided in this Lease;
- (b) if the Tenant ceases to carry on the Permitted Use;
- (c) if the Tenant is or becomes, insolvent or bankrupt or if the Tenant:
  - (i) makes any assignment for the benefit of creditors,
  - (ii) is declared bankrupt,
  - (iii) seeks the protection of the *Bankruptcy and Insolvency Act*, the *Companies Creditor's Arrangement Act* or like legislation,

- (iv) disposes of all or substantially all of its assets without the consent of the Landlord, or
  - (v) commences proceedings to wind itself up or if winding up proceedings are commenced in respect of the Tenant; and
- (c) if the Landlord or the Tenant neglects or fails to observe, perform or comply with any of its obligations pursuant to this Lease, howsoever arising, and fails to remedy such default within Thirty (30) days from the date of receipt of written notice from the Landlord requiring that the curing the default.

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

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

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

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

## **ARTICLE 14 - PERFORMANCE & REMEDIES**

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

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

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

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

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

#### **ARTICLE 16 - GENERAL**

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

16.2 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 Community Centre  
  P.O. Box 183  
  Claresholm, AB T0L 0T0

  Attention: Marni Lane

  Phone: (403) 625-1158

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: \_\_\_\_\_

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

**CLARESHOLM COMMUNITY CENTRE**

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

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



# REQUEST FOR DECISION

Meeting: December 9, 2019  
Agenda Item: 15

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## LIBRARY BYLAWS

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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 that Library Bylaws are supposed to be received and accepted by the Municipal Council for the Bylaws to be in full affect.

The Library Act states:

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

...

*37(1) A municipal library board, on passing a bylaw under section 36, shall forthwith forward a copy of the bylaw to the council of the municipality.*

...

*38 The council of a municipality may disallow a bylaw passed by a municipal board it has appointed.*

As is implied here, and clarified during the Library Services training from Municipal Affairs, the Municipal Council only has the ability to allow or disallow the Bylaws passed by the Library Board, not to modify or author. As such if Council does not approve of a Bylaw passed by the Library Board it would disallow the bylaw and send it back to the Library Board to review and edit.

This process does not appear to have been done in the past so Administration has been working with the Library Manager to help ensure this process is properly followed moving forward.

The Library Board has recently updated their bylaws and on November 22, 2019 new bylaws were forwarded to Administration to be presented for Council's approval. The Bylaws are attached.

### **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.) 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

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

**DATE:** December 3, 2019

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**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 or 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: December 9, 2019  
Agenda Item: 16

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## SOUTHERN ALBERTA SUMMER GAMES ADMINISTRATOR CONTRACT

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### **DESCRIPTION:**

In 2017 through 2019, the Town of Claresholm has acted as the Administrator for the Southern Alberta Summer Games in our region. Each municipality was in support and signed an agreement for this in 2017 and 2018, with each agreement only being for one year, at which time the municipalities were consulted to see if they would like to continue for another year.

In 2019 we continued under the same agreement and rates as were set out in 2018, however due to an oversight a new contract was not actually struck; as such the attached agreement is for 2019 (already completed), with no change in fees (already collected). For documentation purposes however the agreement needs to be completed and signed.

2019 was a record year for registrations in our region with 231 participants. Unfortunately acting as the Administrator for the Southern Alberta Summer Games in our region has put undo strain on our staff and we are not offering to renew this contract in 2020. For continuity and due to our central location however the Town would be willing to continue to collect registrations for the MD or whichever municipality takes over the Administrator roll for this program.

### **PROPOSED RESOLUTION:**

Moved by Councillor \_\_\_\_\_ to approve the Service Agreement for the Southern Alberta Summer Games Administrator position with the municipalities in the MD of Willow Creek for 2019.

### **ATTACHMENTS:**

1. 2019 Summer Games Agreement

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

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APPROVED BY: Marian Carlson, CLGM – CAO

DATE: December 4, 2019

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# SERVICE AGREEMENT

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ BETWEEN:

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

(hereinafter referred to as “The Town”)

AND

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

AND

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

AND

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

AND

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

AND

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

(hereinafter referred to collectively as “The Municipalities”)

**WHEREAS:**

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

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

1. The parties agree the individual filling the position of Recreation Manager for the Town of Claresholm (the "Recreation Manager") shall act on behalf of the Town and the Municipalities as the Southern Alberta Summer Games Administrator within the MD of Willow Creek for a one year term commencing January 1, 2019 and terminating December 31, 2019.
2. As Southern Alberta Summer Games Administrator, the Recreation Manager will report to the Town's Chief Administrative Officer (CAO). The parties agree the Southern Alberta Summer Games Administrator is not a full-time position.
3. The Municipalities agree to each pay the Town compensation for the services provided by the Recreation Manager in accordance with Schedule "A" of this agreement. The respective amounts shall be invoiced by the Town to each Municipality upon execution of this agreement.
4. The Town shall maintain general liability insurance coverage covering the Recreation Manager in his/her role as Southern Alberta Summer Games Administrator. The Recreation Manager shall at all times remain the employee of the Town and the Town will maintain payment of salary and benefits to the Recreation Manager during the period that the services are provided and will make and remit all payroll deductions and employer contributions that are required by law.
5. The Recreation Manager will perform the services as an ongoing employee of the Town and not as the servant or employee of the Municipalities or any one of them and nothing contained in this agreement shall be construed or have the effect of constituting the relationship of employee and employer between the Employee and the Municipalities.
6. The Town and Municipalities acknowledge that any complaint received with respect to this position will be immediately forwarded to the CAO of the Town.
7. The Municipalities acknowledge and agree that, except in respect of acts or omissions which constitute bad faith, willful misconduct or gross or reckless negligence in the provision of the services hereunder, neither the Town nor the Recreation Manager shall under any circumstance be held responsible for, or liable to the Municipalities for any claims, costs, losses, expenses, liabilities, liens, penalties, or damages (collectively, "Losses"), directly or indirectly incurred, sustained, suffered by or asserted against the Municipalities relating to, arising out of or resulting from or in any way connected with any errors or omissions in the services provided under this agreement.

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

**IN WITNESS THEREOF** the parties hereto have executed this agreement as this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor – Town of Claresholm

\_\_\_\_\_  
CAO – Town of Claresholm

\_\_\_\_\_  
Reeve – MD of Willow Creek

\_\_\_\_\_  
CAO – MD of Willow Creek

\_\_\_\_\_  
Mayor – Town of Nanton

\_\_\_\_\_  
CAO – Town of Nanton

\_\_\_\_\_  
Mayor – Town of Stavely

\_\_\_\_\_  
CAO – Town of Stavely

\_\_\_\_\_  
Mayor – Town of Granum

\_\_\_\_\_  
CAO – Town of Granum

\_\_\_\_\_  
Mayor – Town of Fort Macleod

\_\_\_\_\_  
CAO – Town of Fort Macleod

# SCHEDULE "A"

## 2019 SUMMER GAMES COORDINATOR COSTS

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

DRAFT



# REQUEST FOR DECISION

Meeting: December 9, 2019  
Agenda Item: 17

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## FIRE DEPARTMENT PAYROLL & INSURANCE

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### **BACKGROUND / DESCRIPTION:**

To date the fire department has received pay from the Town of Claresholm and the MD of Willow Creek separately depending on the jurisdiction of the incidents. In doing this, both the Town and the MD have been issuing T4's each year. Since each municipality is required to fill in the information independently of each other, each must include the amount of exemption for volunteer firefighters in box 87 of the T4's. This has caused several firefighters to be audited as a result of the up to \$1000 exemption being stated on each T4, and therefore being claimed multiple times, despite only being allowed the exception once on their personal tax return.

Furthermore, both the Town of Claresholm and the MD of Willow Creek have been paying for the same insurance for these firefighters, double insuring the firefighters. In the instance of a claim the firefighter would only be paid out once as they are the same firefighter, resulting in duplicated premiums with no additional benefit.

The draft fire services agreement proposes cost savings and efficiencies in fire services administration which would include removing this duplication of T4's and insurance coverage. This would be done by having the MD of Willow Creek No. 26 administer all payroll and insurance coverage and simply invoice each town in the MD for their portion. The MD has since received a legal opinion regarding this proposal to insure there would be no issues from a CRA or WCB perspective; they received a positive response to move forward.

### **RECOMMENDATION**

It is Town Administration's recommendation that the firefighter payroll be processed through the MD of Willow Creek as it would eliminate the need for two T4's and the chance of an employee audit as well as being more cost effective for the Town in processing costs and insurance costs. The MD of Willow Creek will invoice the town for the portion of the insurance and payroll that is the Town of Claresholm's.

### **ACTION:**

Moved by Councillor \_\_\_\_\_ to have the firefighter payroll and insurance be processed by the MD of Willow Creek with them invoicing the Town of Claresholm our portion of the costs.

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PREPARED BY: Lisa Chilton – H/R & Taxation Administrator

APPROVED BY: Marian Carlson, CLGM - CAO

DATE: December 3, 2019

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# REQUEST FOR DECISION

Meeting: December 9, 2019  
Agenda Item: 18

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## BUDGET 2020

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### **DESCRIPTION:**

Administration has prepared the attached draft Operating and Capital Budgets for 2020 after working with all departments, the Facility and Infrastructure Planning (FIPC) Committee, and the Audit and Finance Committee.

The FIPC Committee has recommended the 2020 Capital Budget to Council for approval and the Audit and Finance Committee has recommended the 2020 Operational Budget for approval.

### **PROPOSED RESOLUTION:**

Moved by Councillor \_\_\_\_\_ to approve the interim 2020 Operational and Capital Budgets as presented.

### **ATTACHMENTS:**

1. Budget Highlights 2020
2. 2020 Operational and Capital Budget

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

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APPROVED BY: Marian Carlson, CLGM, CAO

DATE: December 3, 2019

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# Town of Claresholm - 2020 Municipal Budget Highlights

## Revenue

2019 continued to see some significant changes in user fees and programs including updated Water and Sewer Utility Bylaw with new rate structures which will be phased in over the next 4 years as well as the new Single Stream Recycling Program. In 2020 Council is trying to hold the line keeping further increases to a minimum, despite the lost revenues and cut backs seen in the Town's Provincial revenues.

Property tax revenue is being held at only a 2% increase, which really means only a 1.5% increase for the Town due to the Province of Alberta reducing the property taxes (grants-in-lieu) by 50% that they pay on the property they own. Council kept to this low increase in spite of new initiatives such as borrowing for the new Multi-use Community Buildings project which includes the Daycare and Playschool projects.

## Expenditures

Council is committed to improving the service level of the Town to its residents which includes increased efficiency and effectiveness of its operations. In 2019 this was seen with the new Recycling Program which allows residents to recycle more products and be more environmentally conscious, as well as with the significant effort and education that went into moving forward with the Multi-use Community Building project.

Highlights in the 2020 budget that continue to show this commitment include:

- Significant programming and efforts seen in grant applications and expenditures related to the Northern and Rural Immigration Program to help support our local businesses with their staffing needs.
- New communications tool budgeted, All Net Connect, to more effectively and efficiently communicate with residents in a timely and purposeful manner.
- Continued efforts to move administration and record keeping practices into efficient digital methods, including digitizing of records and cloud/app based payroll processes.
- Continued work on increased collaboration with surrounding municipalities with the Intermunicipal Development Plan and Intermunicipal Collaboration Framework

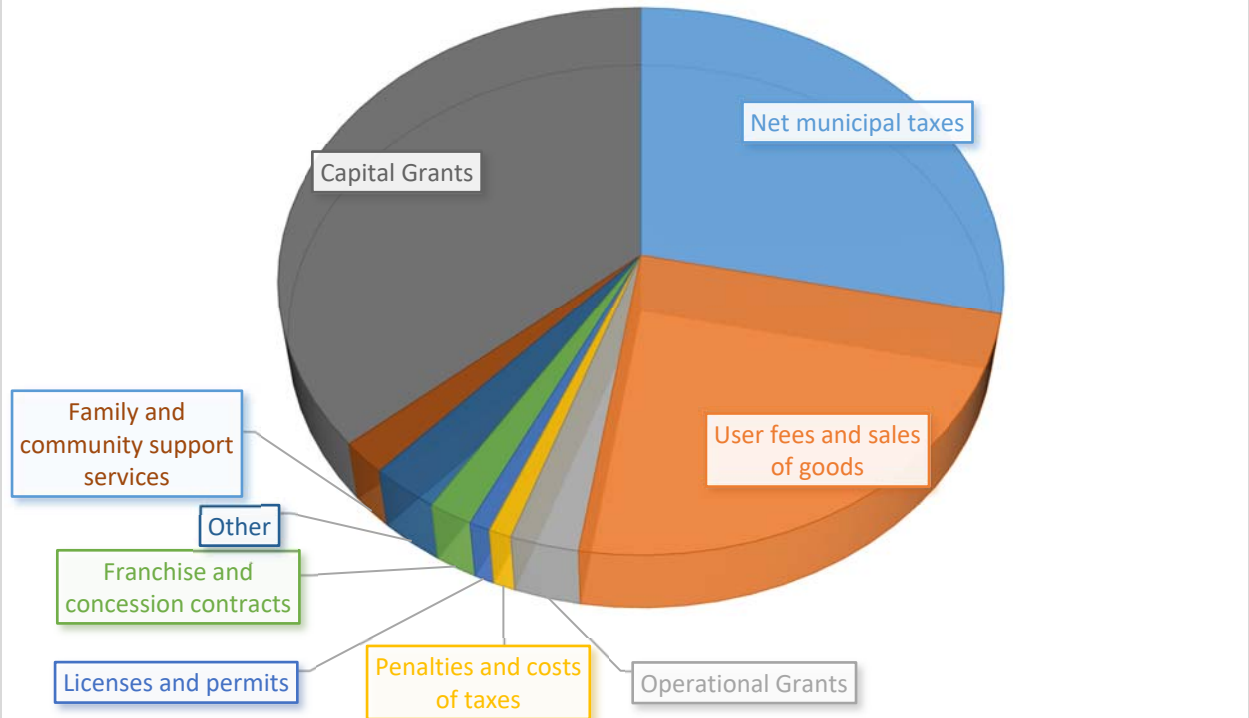
## 2020 Capital Projects

Some of the most significant capital projects budgeted for 2020 include:

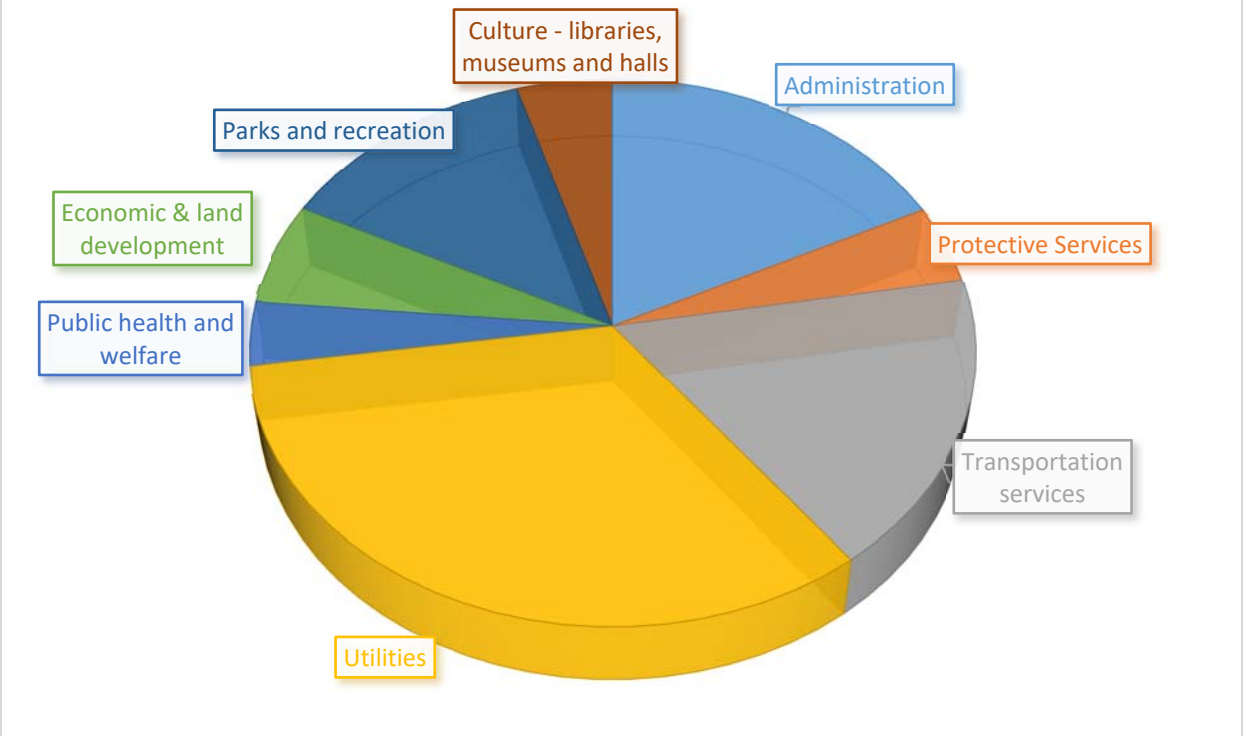
- \$3.8M for the Multi-use Community Buildings Project which includes new facilities for Daycare, Playschool, Town Administration, FCSS, and others. This will be funded by debt and grants.
- Carryforward of 2019 budget to continue Phase 1 of the Municipal Stormwater System Upgrade, as well as the carryforward for phase 2, which is 90% funded through ACRP grant funding (still awaiting grant award – project will not proceed without grant funding being received).
- Paving of the North Industrial roads (Saskatchewan Cres. & Columbia Dr)
- Infrastructure Masterplan to help plan for future growth, upgrades, and repairs
- Numerous recreation projects including:
  - Arena Roof Replacement
  - Amundsen Park Redevelopment (phase 1)
  - Tennis Court Resurfacing

Charts

2020 REVENUE BY TYPE (\$11.5M)



2020 EXPENDITURES BY FUNCTION (\$8.1M)





# Claresholm

Where **Community** Takes Root

*Budget Document - Interim*

*2020*

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**December 9, 2019**

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**Marian Carlson, CLGM**  
CAO

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**Doug MacPherson**  
Mayor

## Assessment & Taxation

### What is Property Assessment?

“Property assessment is the process of assigning a dollar value to a property for taxation purposes. In Alberta property is taxed based on the *ad valorem* principle. *Ad valorem* means “according to value.” This means that the amount of tax paid is based on the value of the property.” Source: [http://www.municipalaffairs.alberta.ca/1538.cfm#What\\_is\\_Property\\_Assessment](http://www.municipalaffairs.alberta.ca/1538.cfm#What_is_Property_Assessment)

### What is Property Tax?

“Property taxes are a primary source of revenue for municipalities. Property taxes are used to finance local programs and services, such as:

- Garbage collection
- Water and sewer services
- Road construction and maintenance
- Parks and leisure facilities
- Police and fire protection
- Seniors’ lodges
- Education

Each municipality is responsible for ensuring that each property owner pays his or her share of taxes. Property assessment is the method used to distribute the tax burden among property owners in a municipality.” Source: [http://www.municipalaffairs.alberta.ca/1538.cfm#What\\_is\\_Property\\_Assessment](http://www.municipalaffairs.alberta.ca/1538.cfm#What_is_Property_Assessment)

### What is School Tax?

“In 1994, the Government of Alberta established the Alberta School Foundation Fund (ASFF). This fund makes certain that the education property tax is accounted for separately from general revenues.

Every year the province calculates, based on assessment value, the amount each municipality must contribute towards the public education system. Municipalities collect the education property tax and then forward it to the province for deposit into the ASFF.”

Source: <http://education.alberta.ca/admin/funding/tax/facts.aspx>

## Town of Claresholm Mill Rates

Each year, Council, during its budgetary process, approves the amount of revenue required to operate the municipality. From this amount they subtract the known revenues, such as grants, licenses, permits and so on. The remainder represents the amount of money to be raised by property taxes. The amount to be raised is divided by the total assessed value of all the property in the municipality and multiplied by 1,000 to decide the tax rate also known as the “mill rate.”

Town Council continues to remain fiscally responsible and has made a concerted effort to curb spending when reasonable to do so.

The table below outlines the mill rate trends since 2015.

	2015	2016	2017	2018	2019	2020
<b>Municipal Residential</b>	6.3300	6.5130	6.7050	6.7997	6.7282	TBD
<b>Municipal Non Residential</b>	11.8958	12.0279	12.5841	11.5303	11.4000	TBD
<b>Municipal Vacant Residential &amp; Farmland</b>	10.5000	11.3956	14.0650	6.7997	6.7282	TBD
<b>Municipal Seniors Self Contained Housing</b>	0	0	0	0	0	TBD
<b>Annexed Residential</b>	0	0	3.4000	3.4000	3.8760	TBD
<b>Annexed Farmland</b>	0	0	6.8890	6.8890	7.3650	TBD
<b>Annexed Non-Residential</b>	0	0	7.4890	7.7930	7.9690	TBD
<b>Porcupine Hills Lodge – Residential, Non-Residential, Vac. Res. &amp; Farmland</b>	0.2639	0.2767	0.2767	0.2672	0.2659	TBD
<b>Porcupine Hills Lodge – Senior Self Contained Housing</b>	0	0	0	0	0	TBD
<b>Annexed Porcupine Hills Lodge – Residential, Non-Residential, Vac. Res. &amp; Farmland</b>	0	0	0.3120	0.3030	0.2930	TBD
<b>Education ASFF – Residential, Vacant Res. &amp; Farmland</b>	2.4592	2.5485	2.5318	2.5334	2.4655	TBD
<b>Education ASFF - Non Residential</b>	3.6269	3.5621	3.7897	3.4159	3.5160	TBD
<b>Annexed Education ASFF – Res., Vac. Rec., &amp; F.L.</b>	0	0	2.4960	2.5010	2.5150	TBD
<b>Annexed Education ASFF – Non-Residential</b>	0	0	4.1220	3.7180	3.7020	TBD

### Town of Claresholm Budget Comparative Statement of Operations

	2020 Budget	2019 Budget
<b>Revenue</b>		
Net municipal taxes (Sch 1)	3,275,653	3,226,286
User fees and sales of goods	2,768,280	2,595,840
Government transfers for operating	322,634	322,188
Investment income	75,000	70,000
Penalties and costs of taxes	107,100	126,000
Licenses and permits	100,000	99,300
Franchise and concession contracts	208,675	206,609
Rental	116,757	113,250
Other	131,000	75,650
Donations	-	-
Family and community support services	222,001	292,001
<b>Total Revenue</b>	<b>7,327,099</b>	<b>7,127,124</b>
<b>Expenses (includes amortization)</b>		
Legislative	109,000	113,500
Administration	1,311,904	1,321,232
Fire	247,599	275,145
Bylaw enforcement	123,062	112,475
Common and equipment pool	560,008	582,687
Roads, streets, walks and lighting	824,757	808,845
Airport	15,844	16,077
Storm sewers and drainage	199,300	280,265
Water supply and distribution	1,310,201	1,316,199
Wastewater treatment and disposal	488,058	534,436
Solid waste management	663,626	565,171
Family and community support services	242,886	314,109
Day care	38,202	38,202
Cemeteries and crematoriums	19,057	20,661
Other public health and welfare	3,000	3,000
Weed and pest control	44,757	50,146
Economic development	240,836	276,864
Subdivision land and development	198,283	208,042
Parks and recreation	1,038,233	1,033,039
Culture - libraries, museums and halls	376,098	379,930
<b>Total Expenses</b>	<b>8,054,711</b>	<b>8,250,025</b>
<b>Deficiency of revenue over expenses before other</b>	<b>(727,611)</b>	<b>(1,122,900)</b>

<b>Other</b>		
Government transfers for capital	4,187,270	3,380,331
<b>Surplus (deficiency)</b>	<b>3,459,659</b>	<b>2,257,431</b>
<b>Adjustment for Non-Cash items</b>		
Amortization expenses	1,719,468	1,861,047
<b>Adjustment for cash items that are not revenues and expenses (but are sources or uses of funds)</b>		
Capital expenditures	(7,112,270)	(6,800,331)
Debt proceeds	2,800,000	2,800,000
Debt principal repayment	(383,144)	(336,925)
8th Ave NW Promissory Note	(100,000)	(100,000)
Transfers to reserves from operations	(493,537)	(394,600)
Transfers to operations from reserves	84,825	144,878
Transfer from reserves for capital	25,000	568,500
<b>Budget balance</b>	<b>-</b>	<b>-</b>

<b>Schedule 1</b>	<b>2019 Budget</b>	<b>2018 Budget</b>
<b>Taxation</b>		
Property taxes: Vacant residential and farmland	52,334	50,711
Property taxes: Non-residential	1,057,600	1,024,806
Property taxes: Linear property	111,588	108,128
Property taxes: Residential	3,331,056	3,224,642
Federal grants in lieu of taxes	6,549	6,346
Provincial grants in lieu of taxes	17,167	33,270
Local improvement taxes	12,935	12,934
	4,589,229	4,460,837
<b>Less: Requisitions</b>		
Alberta school foundation fund	1,198,345	1,121,579
Porcupine Hills Lodge	115,231	112,972
	3,275,653	3,226,286

DEPARTMENT  
OPERATING  
BUDGETS

## 4 Year Operating Budgetary Deficit (Surplus) Summary By Function

Excludes Amortization and Capital

OPERATING BUDGET DEFICIT (SURPLUS)	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Council	109,000	105,635	113,500	113,342	120,295
Municipal general revenue and requisitions	(3,601,193)	(3,838,338)	(3,547,761)	(3,529,560)	(3,415,555)
General administration	985,991	944,519	1,022,602	1,138,947	1,172,063
Fire department	184,380	175,681	191,410	120,579	88,744
Bylaw enforcement	48,606	79,501	26,308	32,875	33,513
Equipment pool	453,120	422,278	452,898	519,961	400,130
Roads and streets	568,048	457,056	539,494	563,375	592,338
Airport	9,334	8,861	7,067	5,790	1,822
Storm sewer utility	3,995	(2,271)	15,129	17,673	387,101
Water utility	(141,859)	(403,508)	(134,709)	(136,036)	(228,308)
Sanitary sewer utility	(208,578)	(166,783)	(214,846)	(165,708)	(143,956)
Garbage collection	-	(52,620)	-	-	17,076
Recycling	(13)	5,412	-	(0)	(38,051)
Childcare contribution	38,202	35,019	38,202	38,202	38,202
Family & Community Support Services (FCSS)	(1,724)	(34,204)	(1)	3,632	12,039
Cemetery	8,557	4,754	8,837	7,885	3,025
Other public health and welfare	-	1,050	-	-	-
Weed and pest control	17,374	12,383	22,763	13,286	14,677
Economic development	178,576	232,860	168,657	163,545	102,624
Planning and development	131,683	118,427	141,442	126,296	105,782
General recreation	36,360	69,567	31,426	32,643	95,303
Parks	102,870	97,924	101,472	111,612	89,046
Arena	149,982	106,628	130,755	198,349	125,473
Aquatic Centre	144,521	130,074	141,265	146,044	130,416
Museum	70,241	96,579	68,047	58,115	66,708
Library	224,383	217,093	227,618	216,162	203,376
<b>OPERATIONAL NET DEFICIT (SURPLUS)</b>	<b>(488,144)</b>	<b>(1,176,425)</b>	<b>(448,425)</b>	<b>(202,993)</b>	<b>(26,117)</b>

## COUNCIL

The Council budget deals with all costs associated and incurred by Municipal Council including per diems, fees for meetings and conferences, travel reimbursements and professional development.

COUNCIL	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Wages, meetings and per diems	93,000	87,960	95,000	103,125	96,378
Travel and conventions	10,750	14,336	11,250	8,641	16,464
Education	5,000	3,339	7,000	1,577	2,557
Materials, supplies and operating costs	250	-	250	-	4,896
<b>NET DEFICIT (SURPLUS) COUNCIL</b>	<b>109,000</b>	<b>105,635</b>	<b>113,500</b>	<b>113,342</b>	<b>120,295</b>

Members of Council sit on various internal and external boards and committees and are compensated according to Bylaw #1589. The following table outlines the Council remuneration fees for 2020.

	2018 Remuneration Fees
<b>Mayor – Annual</b>	\$8,000/year
<b>Councillors– Annual</b>	\$5,600/year
<b>Council Meetings</b>	\$140/meeting attended
<b>Per Diem Half Day or Evening (4 - 6 hours)</b>	\$115/half day
<b>Per Diem Full Day (6 hours or more)</b>	\$230/full day
<b>Per Diem Less Than 4 Hours</b>	\$23/hour
<b>Mileage</b>	\$0.55/km
<b>Meals and accommodation at cost</b>	Upon submission of valid receipts

## Variance Highlights

- Due to lower actuals in 2019, 2020 budget has been decreased slightly across the board.

## MUNICIPAL GENERAL REVENUE AND REQUISITIONS

General Revenue is generated from Municipal Property Taxes and Grants In Lieu. Grants In Lieu are paid for property which is owned by the Provincial and Federal Governments. The grant is equal to the taxes that would have been paid if the property was not exempt from taxation. The *Municipal Government Act* defines "requisition" as any part of the amount required to be paid into the Alberta School Foundation Fund that is raised by imposing a tax rate, and any amount to be paid to a management body referred to in the *Alberta Housing Act*. The Town of Claresholm pays requisitions to the Alberta School Foundation Fund and the Porcupine Hills Lodge Foundation. This budget also includes (in "General municipal revenue") the ATCO Gas Franchise Agreement at a rate of 10% (approx. \$100K) and the Fortis Franchise Agreement at a rate of 4% (approx.. \$100K).

MUNICIPAL GENERAL REVENUE & REQUISITIONS	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Taxes	(4,552,577)	(4,405,106)	(4,408,287)	(4,323,078)	(3,165,823)
Education taxes	-	-	-	-	(1,087,744)
Grants in lieu	(23,716)	(39,616)	(39,616)	(40,228)	(43,052)
<b>Taxes and grants in lieu</b>	<b>(4,576,294)</b>	<b>(4,444,722)</b>	<b>(4,447,903)</b>	<b>(4,363,306)</b>	<b>(4,296,619)</b>
General municipal revenue	(338,475)	(333,108)	(334,409)	(378,698)	(313,330)
<b>General municipal revenue</b>	<b>(338,475)</b>	<b>(333,108)</b>	<b>(334,409)</b>	<b>(378,698)</b>	<b>(313,330)</b>
Home for aged - Porcupine Hills Lodge	115,231	112,399	112,972	109,653	106,651
School Foundation Program - res. & farmland	920,380	560,260	854,746	856,597	833,474
School Foundation Program - non-residential	277,965	266,833	266,833	246,194	254,270
<b>NET DEFICIT (SURPLUS) GENERAL</b>	<b>(3,601,193)</b>	<b>(3,838,338)</b>	<b>(3,547,761)</b>	<b>(3,529,560)</b>	<b>(3,415,555)</b>

### Variance Highlights

- Tax revenue increase for municipal purposes is proposed at 2%.
- Grants in lieu revenue is down approximately 50% due to provincial budget cuts.
- General municipal revenue also has 1% increase primarily for an estimated increase in franchise fees with ATCO and Fortis.

## ADMINISTRATION

The Administration budget includes business licenses, general operating grants (such as Municipal Sustainability Initiative (MSI) operating grant), rentals, internal transfers, and other miscellaneous income. Expenditures include finance, reception, utilities, communication, human resources and other general administrative costs.

ADMINISTRATION	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Business licenses	(30,000)	(25,735)	(29,300)	(29,980)	(26,975)
General administrative revenue	(166,300)	(167,143)	(163,000)	(228,780)	(185,288)
<b>Administrative general revenue</b>	<b>(196,300)</b>	<b>(192,878)</b>	<b>(192,300)</b>	<b>(258,760)</b>	<b>(212,263)</b>
Wages and benefits	647,174	575,941	651,391	595,591	551,834
Consultant fees	35,694	28,196	44,625	63,066	59,012
Materials, supplies and operating costs	287,838	295,868	323,552	334,563	344,571
Assessor	52,000	46,608	52,000	53,631	56,234
Auditor	21,300	19,465	20,400	19,500	20,150
Legal	20,000	21,473	20,000	34,501	15,864
Municipal grants	86,000	79,462	80,000	86,976	69,703
Celebrations	20,500	20,275	20,500	22,982	14,001
Tax levy cancellations and discounts	12,450	12,132	13,200	13,041	5,355
Public relations and taxi subsidy	11,500	11,070	14,500	16,349	16,384
Staff development and training	10,000	11,309	10,000	7,856	11,582
Debt interest	34,426	-	-	-	-
Amortization	73,022	-	71,064	73,022	69,610
<b>Administrative general expenses</b>	<b>1,311,904</b>	<b>1,121,798</b>	<b>1,321,232</b>	<b>1,321,079</b>	<b>1,234,298</b>
	<b>1,115,604</b>	<b>928,920</b>	<b>1,128,932</b>	<b>1,062,319</b>	<b>1,022,035</b>
<b>Operational budget adjustments</b>					
Addback amortization	(73,022)	-	(71,064)	(73,022)	(69,610)
Transfer from reserve - operating	(31,825)	-	(10,000)	(13,286)	265,403
Internal charges to other departments	(78,075)	-	(78,575)	(79,465)	(78,075)
Internal transfers (expenses)	53,309	15,599	53,309	42,400	26,309
Transfer to reserve - operating	-	-	-	-	6,000
Transfer to reserve - capital	-	-	-	200,001	-
<b>NET DEFICIT (SURPLUS) ADMINISTRATION</b>	<b>985,991</b>	<b>944,519</b>	<b>1,022,602</b>	<b>1,138,947</b>	<b>1,172,063</b>

## Variance Highlights

- General administrative revenue is up slightly primarily due to estimated increase in interest revenue due to increased interest rates.
- An approximate 2% increase in wages and benefits for union and non-union cost of living increase and changes in benefit rates. This will be the same across all departments unless otherwise stated. There is no change in budgeted staffing levels for administration in 2020 with the exception of reduced hours budgeted for one part-time position, and shift in wage allocation between administration and another department, which gave rise to a slight decrease in administrative wages and benefits.
- Consultant fees dropped due to extra funds budgeted in 2019 for consultation on the new Intermunicipal Collaboration Framework (ICF) requirements in the Municipal Government Act. Though the process isn't completed majority of work should be covered under ACP grant received by Fort Macleod for this process.
- \$35,000 drop in materials, supplies and operating costs. This is primarily related to demolishing the old elementary school, with an estimated \$15K drop in insurance and a \$15K drop in utilities. The additional \$5K is in Computer hardware/software due to additional costs in 2019 related to purchase of new records archival software.
- Municipal grants increased \$14K for budgeted increase operating grant to the Claresholm and District Transportation Society, Community Hall Board operating grant.
- Public relations and taxi subsidy was reduced 3K based on 2019 actuals.
- Debenture interest of \$34,426 is new this year for the first payment on the \$2.8M debenture for the Multi-use Community Complex. As the debenture won't be drawn until after January 1 of 2020 there will only be one semi-annual payment in 2020. Depending on timing of construction and debenture draw there would possibly be no payment in 2020 (if funding of the debenture didn't occur until after June 30, 2020).
- Transfer from reserves of \$31,825 utilized the Town "Debt Reduction" reserve to cover the principal portion of the Multi-use Building debt payment in 2020 to keep tax increases down and balance the budget.

## FIRE

The Fire budget deals with expenses related to operating the Volunteer Fire Department. The Town of Claresholm fire services are provided through the Claresholm Volunteer Fire Department in partnership with the M.D. of Willow Creek.

FIRE DEPARTMENT	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Provincial Grants	(32,174)	-	(65,069)	(78,506)	(6,425)
MD contributions	(15,000)	-	(7,000)	(6,111)	(12,251)
Non-government contribution	(5,000)	(21,500)	(5,000)	(2,682)	(8,218)
<b>Fire department revenue</b>	<b>(52,174)</b>	<b>(21,500)</b>	<b>(77,069)</b>	<b>(87,299)</b>	<b>(26,894)</b>
Wages and benefits	112,953	95,771	115,183	44,908	47,495
Equipment, fuel, etc	23,400	29,449	34,900	68,620	15,434
Training	9,000	6,325	7,500	3,948	7,304
Materials, supplies and operating expenses	45,227	30,262	32,027	29,495	38,980
Regional fire study costs	32,174	32,895	65,069	78,506	6,425
Amortization	24,845	-	20,466	24,845	13,077
<b>Fire department expenses</b>	<b>247,599</b>	<b>194,702</b>	<b>275,145</b>	<b>250,322</b>	<b>128,714</b>
	<b>195,425</b>	<b>173,202</b>	<b>198,076</b>	<b>163,022</b>	<b>101,820</b>
<b>Operational budget adjustments</b>					
Addback amortization	(24,845)	-	(20,466)	(24,845)	(13,077)
Internal Charges	3,800	2,479	3,800	2,401	-
Transfer from reserve - operating	-	-	-	(30,000)	-
Transfer to reserve - capital	10,000	-	10,000	10,000	-
<b>NET DEFICIT (SURPLUS) FIRE DEPARTMENT</b>	<b>184,380</b>	<b>175,681</b>	<b>191,410</b>	<b>120,579</b>	<b>88,744</b>

## Variance Highlights

- Provincial Grants is offset by the Regional fire study costs and is the unspent grant amount remaining that is unutilized of the original grant received in 2017. The amount of the drop from 2019 in both these accounts is by the amount actually spent in 2019.
- Increase in MD contribution based on 50% contribution to estimated \$15K fire hall painting (floor and walls).
- Significant decrease in equipment due to \$11,500 budgeted in 2019 for new radios. No similar large equipment expenditure budgeted for 2020.
- Increase in Materials, supplies and operating costs for fire hall painting estimated at \$15K.

## BYLAW ENFORCEMENT

The Bylaw Enforcement budget includes both bylaw and animal control activities. The Community Peace Officer program continues to focus on animal control and unsightly premises, with safety and security of residents taking a high priority. The activities will include an education component along with enforcement.

BYLAW ENFORCEMENT	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Provincial fines collected	(33,000)	(20,536)	(33,000)	(34,482)	(35,372)
Licenses and fees	(12,000)	(14,871)	(9,000)	(11,812)	(9,459)
Municipal fines	(20,500)	(4,392)	(35,500)	(22,892)	(37,928)
Workshop revenue	(5,500)	(500)	(5,900)	(11,389)	(6,000)
<b>Bylaw enforcement revenue</b>	<b>(71,000)</b>	<b>(40,299)</b>	<b>(83,400)</b>	<b>(80,574)</b>	<b>(88,758)</b>
Wages and benefits	89,506	90,815	81,208	80,883	82,083
Animal services	1,000	608	1,000	531	-
Materials, supplies and operating expenses	25,100	21,667	18,500	28,838	35,157
Professional development	2,000	6,710	7,000	1,196	3,031
Amortization	5,456	-	4,767	5,456	6,440
<b>Bylaw enforcement expenses</b>	<b>123,062</b>	<b>119,801</b>	<b>112,475</b>	<b>116,905</b>	<b>126,712</b>
	<b>52,062</b>	<b>79,501</b>	<b>29,075</b>	<b>36,331</b>	<b>37,954</b>
<b>Operational budget adjustments</b>					
Addback amortization	(5,456)	-	(4,767)	(5,456)	(6,440)
Transfer to reserve - capital	2,000	-	2,000	2,000	2,000
<b>NET DEFICIT (SURPLUS) BYLAW ENFORCEMENT</b>	<b>48,606</b>	<b>79,501</b>	<b>26,308</b>	<b>32,875</b>	<b>33,513</b>

### Variance Highlights

- Licenses and fees increased based on prior year actuals for revenues collected on cleanup fees (where contractor is sent in for clearing sidewalks or cutting grass or weeds). Similar increase in Materials, supplies and operating expenses as this is a net zero function.
- Municipal fines further decreased based on actuals. This is due to insufficient time or resources for CPO to spend significant amounts of time handing out traffic violation tickets.
- Increase of \$6.5K in materials, supplies and operating costs. \$3K as noted above for licenses and fees (cleanup costs), \$3K for new computer in the CPO vehicle.
- Professional development budget decreased back to 2018 levels now that our new CPO and received required training to become a CPO1 officer.

## COMMON EQUIPMENT POOL

This department is responsible for general building and equipment maintenance and other general infrastructure. Equipment is then “rented” out to other departments to attempt to show a more accurate department cost.

EQUIPMENT POOL	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Rental revenue and insurance proceeds	-	(1,620)	-	-	(3,986)
<b>Equipment pool revenue</b>	<b>-</b>	<b>(1,620)</b>	<b>-</b>	<b>-</b>	<b>(3,986)</b>
Wages and benefits	188,120	173,889	191,098	216,807	188,230
Materials, supplies and operating expenses	329,000	245,419	325,800	369,253	285,885
Amortization	41,388	-	64,289	41,388	18,153
<b>Equipment pool expenses</b>	<b>558,508</b>	<b>419,309</b>	<b>581,187</b>	<b>627,448</b>	<b>492,268</b>
	<b>558,508</b>	<b>417,689</b>	<b>581,187</b>	<b>627,448</b>	<b>488,283</b>
<b>Operational budget adjustments</b>					
Addback amortization	(41,388)	-	(64,289)	(41,388)	(18,153)
Internal charges to other departments	(70,000)	-	(70,000)	(70,000)	(70,000)
Internal charges from other departments	6,000	4,589	6,000	3,901	-
<b>NET DEFICIT (SURPLUS) EQUIPMENT POOL</b>	<b>453,120</b>	<b>422,278</b>	<b>452,898</b>	<b>519,961</b>	<b>400,130</b>

### Variance Highlights

- Materials, supplies and operating expenses increased by 3K primarily for costs related to a soil remediation project at the Town Shop. The soil has been monitored for years and the next steps is to now to remediate on site primarily through aeration of the soil. This is significantly cheaper than disposing of the soil. This was offset by a decrease to shop expense materials, freight, and yard and building maintenance.

# ROADS, STREETS, WALKS & LIGHTS

This department is responsible for road maintenance including plowing, sanding, street sweeping, and curb repairs. Utility costs for street lighting is also included here.

ROADS, STREETS, WALKS, AND LIGHTS	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Local improvement charges	-	(1,175)	-	(3,770)	-
<b>Roads and streets revenue</b>	<b>-</b>	<b>(1,175)</b>	<b>-</b>	<b>(3,770)</b>	<b>-</b>
Wages and benefits	188,548	188,814	184,994	209,229	244,684
Contracted services	75,000	77,162	75,000	96,096	71,541
Engineering	2,000	1,236	2,000	1,164	1,221
Street lights	187,500	152,772	187,500	173,063	164,152
Materials, supplies and operating expenses	100,000	38,248	90,000	87,593	110,740
Amortization	271,709	-	269,351	271,709	327,488
<b>Roads and streets expenses</b>	<b>824,757</b>	<b>458,231</b>	<b>808,845</b>	<b>838,854</b>	<b>919,826</b>
	<b>824,757</b>	<b>457,056</b>	<b>808,845</b>	<b>835,084</b>	<b>919,826</b>
<b>Operational budget adjustments</b>					
Addback amortization	(271,709)	-	(269,351)	(271,709)	(327,488)
Transfer to reserve - operating	15,000	-	-	-	-
Transfer to reserve - capital	-	-	-	-	-
<b>NET DEFICIT (SURPLUS) ROADS AND STREETS</b>	<b>568,048</b>	<b>457,056</b>	<b>539,494</b>	<b>563,375</b>	<b>592,338</b>

## Variance Highlights

- Materials, supplies and operating expenses increased \$10K for additional traffic safety/control materials.
- Added transfer to reserve – operating to save up for crushing of asphalt and bulk gravel purchase.
- No other significant variances to note.

## AIRPORT

The Town of Claresholm owns the municipal airport. The Director of Infrastructure Services oversees the operation of the airport and submits the annual budget for Council consideration.

AIRPORT	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Facility rental	(2,500)	(2,000)	(5,000)	(2,500)	(9,500)
<b>Airport services revenue</b>	<b>(2,500)</b>	<b>(2,000)</b>	<b>(5,000)</b>	<b>(2,500)</b>	<b>(9,500)</b>
Wages and benefits	4,334	3,526	4,167	1,587	2,410
Materials, supplies and operating expenses	7,300	7,334	7,700	6,365	8,912
Amortization	4,210	-	4,210	4,210	4,160
<b>Airport services expenses</b>	<b>15,844</b>	<b>10,861</b>	<b>16,077</b>	<b>12,163</b>	<b>15,482</b>
	<b>13,344</b>	<b>8,861</b>	<b>11,077</b>	<b>9,663</b>	<b>5,982</b>
<b>Operational budget adjustments</b>					
Addback amortization	(4,210)	-	(4,210)	(4,210)	(4,160)
Internal charges from other departments	200	-	200	338	-
<b>NET DEFICIT (SURPLUS) AIRPORT</b>	<b>9,334</b>	<b>8,861</b>	<b>7,067</b>	<b>5,790</b>	<b>1,822</b>

### Variance Highlights

- Decrease in facility rentals based on 2018/2019 actuals
- No other significant variances to note.

## STORM SEWER UTILITY

The storm sewer utility includes all costs related to the collection and transmission of surface water runoff and potential overland flooding and deals with the safe storage and controlled release of this water to Frog Creek to prevent flooding damage downstream.

<b>STORM SEWER UTILITY</b>	<b>Budget 2020</b>	<b>Actual 2019 (Nov 29)</b>	<b>Budget 2019</b>	<b>Actual 2018</b>	<b>Actual 2017</b>
Local improvement charges	(9,113)	(9,113)	(9,112)	-	9,667
Other revenue	-	-	-	(42,247)	-
<b>Storm sewer utility revenue</b>	<b>(9,113)</b>	<b>(9,113)</b>	<b>(9,112)</b>	<b>(42,247)</b>	<b>9,667</b>
Wages and benefits	7,108	3,000	16,741	15,569	11,796
Contracted services	2,500	-	3,000	1,211	2,775
Materials, supplies and operating expenses	3,500	3,841	4,500	893	1,266
Overland flooding	-	-	-	42,247	361,598
Amortization	186,193	-	256,024	186,193	111,261
<b>Storm sewer utility expenses</b>	<b>199,300</b>	<b>6,842</b>	<b>280,265</b>	<b>246,112</b>	<b>488,695</b>
	<b>190,187</b>	<b>(2,271)</b>	<b>271,153</b>	<b>203,866</b>	<b>498,362</b>
<b>Operational budget adjustments</b>					
Addback amortization	(186,193)	-	(256,024)	(186,193)	(111,261)
<b>NET DEFICIT (SURPLUS) STORM SEWER UTILTY</b>	<b>3,995</b>	<b>(2,271)</b>	<b>15,129</b>	<b>17,673</b>	<b>387,101</b>

### Variance Highlights

- Wages and benefits decreased based on reallocation of budgeted wages based on prior year actuals.
- Materials, supplies and operating expenses decreased slightly based on prior year actuals.

## WATER SUPPLY & DISTRIBUTION

The Water Supply & Distribution department is responsible for producing potable water and maintaining a water storage and distribution system capable of providing suitable water to the residents. The production and distribution adheres to the Canadian Drinking Water Standards and the standards set out in the license issued to the town by Alberta Environment.

WATER SUPPLY AND DISTRIBUTION	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
	Water sales	(1,519,490)	(1,071,441)	(1,435,500)	(1,142,258)
<b>Water services revenue</b>	<b>(1,519,490)</b>	<b>(1,071,441)</b>	<b>(1,435,500)</b>	<b>(1,142,258)</b>	<b>(1,115,334)</b>
Wages and benefits	386,952	301,778	390,392	277,671	291,793
Training	4,000	789	5,000	1,573	4,235
Materials, supplies and operating expenses	195,900	174,271	198,800	254,883	177,367
Chemical	100,000	74,538	100,000	129,900	95,482
Maintenance	84,000	68,702	83,500	70,345	83,154
Debenture interest	147,010	77,951	154,161	160,230	167,121
Amortization	393,838	-	385,846	393,838	920,453
<b>Water services expenses</b>	<b>1,311,701</b>	<b>698,028</b>	<b>1,317,699</b>	<b>1,288,442</b>	<b>1,739,604</b>
	<b>(207,789)</b>	<b>(373,413)</b>	<b>(117,801)</b>	<b>146,184</b>	<b>624,270</b>
<b>Operational budget adjustments</b>					
Addback amortization	(393,838)	-	(385,846)	(393,838)	(920,453)
Services to other departments	(39,000)	(30,095)	(39,000)	(25,869)	-
Services from other departments	67,875	-	67,875	67,875	67,875
Transfer to reserve - capital	430,894	-	340,063	69,611	-
<b>NET DEFICIT (SURPLUS) WATER SERVICES</b>	<b>(141,859)</b>	<b>(403,508)</b>	<b>(134,709)</b>	<b>(136,036)</b>	<b>(228,308)</b>

### Variance Highlights

- Approximately 6% increase in water sales revenue based on rate increases passed in Bylaw 1659 in 2019, as well as increased rates per contract for MD of Willow Creek and Town of Granum.
- Debenture interest decrease based on normal repayment schedule.
- Increase in transfer to capital reserve based on increased budgeted cash surplus in water utility.
- Net zero budget in water utility after debt principle payment accounted for.

## SANITARY SEWER TREATMENT & DISPOSAL

The Wastewater Treatment & Disposal budget deals with all functions related to the collection, treatment and disposal of sanitary sewer water. This system functions in accordance with the standards set out by Alberta Environment.

SANITARY SEWER TREATMENT AND DISPOSAL	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Local improvement charges	(3,822)	(3,822)	(3,822)	189	(78)
Service fees	(398,090)	(292,119)	(386,340)	(320,252)	(305,549)
<b>Sanitary sewer services revenue</b>	<b>(401,912)</b>	<b>(295,941)</b>	<b>(390,162)</b>	<b>(320,063)</b>	<b>(305,627)</b>
Wages and benefits	92,851	76,887	84,889	76,343	72,091
Contracted services	18,800	8,847	8,800	6,543	10,185
Materials, supplies and operating expenses	27,750	21,860	27,750	26,038	23,687
Debenture interest	28,331	27,445	33,199	24,469	27,433
Amortization	320,326	-	379,798	320,326	382,192
<b>Sanitary sewer services expenses</b>	<b>488,058</b>	<b>135,039</b>	<b>534,436</b>	<b>453,720</b>	<b>515,588</b>
	<b>86,146</b>	<b>(160,902)</b>	<b>144,274</b>	<b>133,657</b>	<b>209,961</b>
<b>Operational budget adjustments</b>					
Addback amortization	(320,326)	-	(379,798)	(320,326)	(382,192)
Services to other departments	(10,000)	(5,880)	(10,000)	(7,314)	-
Services from other departments	28,275	-	28,275	28,275	28,275
Transfer to reserve - capital	7,328	-	2,403	-	-
<b>NET DEFICIT (SURPLUS) SANITARY SEWER SERVICES</b>	<b>(208,578)</b>	<b>(166,783)</b>	<b>(214,846)</b>	<b>(165,708)</b>	<b>(143,956)</b>

### Variance Highlights

- Approximately 3% increase in water sales revenue based on rate increases passed in Bylaw 1659 in 2019
- Increase contracted services related to sewer inspections planned for 2020 to assess maintenance and life of different sewer lines throughout Town.
- Debenture interest decrease based on normal repayment schedule.
- Net zero budget in sewer utilities (sanitary and storm sewer combined) after debt principle payments accounted for.

## SOLID WASTE MANAGEMENT

The Solid Waste Management function provides weekly curbside waste collection services through the Infrastructure Services department. Claresholm is one of five member municipalities who belong to the Willow Creek Regional Waste Management Services Commission, which is the body that manages the regional landfill.

SOLID WASTE MANAGEMENT	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Garbage collection fees	(413,500)	(360,673)	(413,500)	(429,275)	(422,053)
<b>Solid waste revenue</b>	<b>(413,500)</b>	<b>(360,673)</b>	<b>(413,500)</b>	<b>(429,275)</b>	<b>(422,053)</b>
Wages and benefits	164,579	139,998	148,068	177,410	179,603
Landfill fees	125,000	102,565	125,000	121,262	122,027
Landfill contract	41,580	41,580	41,580	41,580	39,835
Landfill closure	4,000	-	4,000	3,941	25,627
Materials, supplies and operating expenses	31,000	33,976	36,000	30,426	26,313
Amortization	52,980	-	37,086	52,980	35,535
<b>Solid waste expenses</b>	<b>419,139</b>	<b>318,118</b>	<b>391,734</b>	<b>427,600</b>	<b>428,940</b>
	<b>5,639</b>	<b>(42,555)</b>	<b>(21,766)</b>	<b>(1,675)</b>	<b>6,887</b>
<b>Operational budget adjustments</b>					
Addback amortization	(52,980)	-	(37,086)	(52,980)	(35,535)
Services to other departments	(14,000)	(10,066)	(14,000)	(10,284)	-
Services from other departments	45,725	-	45,725	45,725	45,725
Transfer to reserve - capital	15,616	-	27,127	19,215	-
<b>NET DEFICIT (SURPLUS) SOLID WASTE MANAGEMENT</b>	<b>-</b>	<b>(52,620)</b>	<b>-</b>	<b>-</b>	<b>17,076</b>

### Variance Highlights

- Materials, supplies and operating costs decreased slightly as there is no repeat of additional bin purchased planned for 2020 as was budgeted in 2019.

## RECYCLING

The Town's recycling program provides bi-weekly curbside recycling pickup for residential and non-residential properties.

RECYCLING	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Recycling service fees	(237,000)	(131,154)	(158,500)	(158,244)	(159,211)
Commodity revenue	(6,000)	(4,403)	(5,000)	(5,232)	(30,856)
<b>Recycling revenue</b>	<b>(243,000)</b>	<b>(135,558)</b>	<b>(163,500)</b>	<b>(163,476)</b>	<b>(190,066)</b>
Wages and benefits	3,642	122,051	142,493	136,792	136,671
Contracted services	240,845	2,100	4,500	4,560	4,140
Materials, supplies and operating expenses	-	17,916	16,000	21,678	11,204
Amortization	-	-	10,444	13,102	13,500
<b>Recycling expenses</b>	<b>244,487</b>	<b>142,067</b>	<b>173,437</b>	<b>176,132</b>	<b>165,515</b>
	<b>1,487</b>	<b>6,510</b>	<b>9,937</b>	<b>12,656</b>	<b>(24,551)</b>
<b>Operational budget adjustments</b>					
Addback amortization	-	-	(10,444)	(13,102)	(13,500)
Services to other departments	(1,500)	(1,098)	(1,500)	(1,115)	-
Transfer to reserve - capital	-	-	2,007	1,562	-
<b>NET DEFICIT (SURPLUS) RECYCLING</b>	<b>(13)</b>	<b>5,412</b>	<b>-</b>	<b>(0)</b>	<b>(38,051)</b>

## Variance Highlights

- Significant increase in recycling service fee revenue is based on Bylaw 1676 passed in 2019. This is for an enhanced blue bin recycling program.
- Significant decrease in wages and benefits as the Town staff will no longer be hand collecting or sorting recycling. Recycling will now be collected by a 3<sup>rd</sup> party contractor. The little bit was wages and benefits still allocated to the recycling department is for a portion of the Director of Infrastructure's salary for managing the contractor and customer logistics.
- Significant increase in contracted services for new service of third party curbside collection.
- Materials, supplies and operating expenses eliminated as most all associated costs for recycling will now be borne by the third party contractor and be included in the contracted services.
- Amortization eliminated as equipment related to the old recycling program will be disposed of or transferred to other departments.

## FAMILY & COMMUNITY SUPPORT SERVICES (FCSS)

FCSS is an 80/20 funding partnership between the Government of Alberta and the Municipality. The Town of Claresholm operates a regional program in partnership with the M.D. of Willow Creek. FCSS designs and delivers social programs that are preventative in nature to promote and enhance well-being among individuals, families and communities. The FCSS program receives its mandate from the FCSS Act and Regulations, however, the FCSS Board determines the priority programs to be offered within the community.

<b>FAMILY &amp; COMMUNITY SUPPORT SERVICES (FCSS)</b>	<b>Budget 2020</b>	<b>Actual 2019 (Nov 29)</b>	<b>Budget 2019</b>	<b>Actual 2018</b>	<b>Actual 2017</b>
Provincial funding	(105,235)	(105,235)	(105,235)	(105,235)	(105,235)
MD of Willow Creek	(47,124)	(43,197)	(47,124)	(47,124)	(47,124)
Alberta Health Services (AHS)	(28,290)	(28,290)	(28,290)	(28,151)	(27,619)
Child & Family Services Alberta (CFSA)	(35,352)	(26,514)	(35,352)	(35,352)	(35,352)
Other income	(6,000)	(68,805)	(76,000)	(4,763)	(9,042)
<b>FCSS Revenue</b>	<b>(222,001)</b>	<b>(272,040)</b>	<b>(292,001)</b>	<b>(220,624)</b>	<b>(224,372)</b>
Wages and benefits	167,139	146,429	170,286	159,990	141,799
Professional development	2,500	1,272	3,500	2,394	4,737
Materials, supplies and operating expenses	44,547	41,260	46,848	50,090	72,834
Community grants	25,000	45,274	89,875	29,500	35,950
Accounting and legal	3,700	3,600	3,600	3,500	3,700
<b>General FCSS expenses</b>	<b>242,886</b>	<b>237,836</b>	<b>314,109</b>	<b>245,475</b>	<b>259,019</b>
	<b>20,885</b>	<b>(34,204)</b>	<b>22,108</b>	<b>24,851</b>	<b>34,648</b>
<b>Operational budget adjustments</b>					
Town of Claresholm Contribution	(26,309)	-	(26,309)	(26,309)	(26,309)
Admin Allocation	3,700	-	4,200	5,090	3,700
<b>NET DEFICIT (SURPLUS) FCSS</b>	<b>(1,724)</b>	<b>(34,204)</b>	<b>(1)</b>	<b>3,632</b>	<b>12,039</b>

### Variance Highlights

- Significant decrease in other income with corresponding decrease in community grants as it is unclear whether the Town will continue to manage Granum's FCSS funding.
- Slight decrease in wages primarily due to turnover in staff, losing some more experienced staff members.

## DAY CARE CONTRIBUTION

The Day Care program is run by a non-profit board who receives a portion of their funding from the Town of Claresholm.

DAYCARE CONTRIBUTION	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Municipal contribution to daycare	38,202	35,019	38,202	38,202	38,202
<b>NET DEFICIT (SURPLUS) DAYCARE CONTRIBUTION</b>	<b>38,202</b>	<b>35,019</b>	<b>38,202</b>	<b>38,202</b>	<b>38,202</b>

### Variance Highlights

- No changes to highlight.

## CEMETERY

The Cemetery is owned and operated by the Town of Claresholm. The maintenance is provided through the Infrastructure Services department and the Office staff oversees the administrative function.

CEMETERY	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Cemetery Fees	(14,500)	(14,925)	(14,500)	(15,086)	(13,604)
Local government grants	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)
<b>Cemetery revenue</b>	<b>(17,500)</b>	<b>(17,925)</b>	<b>(17,500)</b>	<b>(18,086)</b>	<b>(16,604)</b>
Wages and benefits	17,557	21,980	17,837	18,327	16,032
Materials, supplies and operating expenses	1,000	700	1,000	144	1,097
<b>Cemetery expenses</b>	<b>18,557</b>	<b>22,679</b>	<b>18,837</b>	<b>18,471</b>	<b>17,129</b>
	<b>1,057</b>	<b>4,754</b>	<b>1,337</b>	<b>385</b>	<b>525</b>
<b>Operational budget adjustments</b>					
Services from other departments	2,500	-	2,500	2,500	2,500
Transfer to reserve - capital	5,000	-	5,000	5,000	-
<b>NET DEFICIT (SURPLUS) CEMETERY</b>	<b>8,557</b>	<b>4,754</b>	<b>8,837</b>	<b>7,885</b>	<b>3,025</b>

### Variance Highlights

- No changes to highlight.

## PHYSICIAN RECRUITMENT

The Physician Recruitment program is designed to provide incentives to recruit and retain Physicians in the community. This is a program carried out in partnership with Granum, Stavely, and the MD of Willow Creek. This program was used to attract five of the six Doctors we currently have operating in Claresholm.

PHYSICIAN RECRUITMENT	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Local government contributions	-	-	-	-	-
<b>Physician recruitment revenue</b>	-	-	-	-	-
Physician recruitment	3,000	1,050	3,000	9,969	28,400
<b>Physician recruitment expenses</b>	<b>3,000</b>	<b>1,050</b>	<b>3,000</b>	<b>9,969</b>	<b>28,400</b>
	<b>3,000</b>	<b>1,050</b>	<b>3,000</b>	<b>9,969</b>	<b>28,400</b>
<b>Operational budget adjustments</b>					
Town of Claresholm Contribution	-	-	-	-	-
Transfer from reserve - operations	(3,000)	-	(3,000)	(9,969)	(28,400)
<b>NET DEFICIT (SURPLUS) PHYSICIAN RECRUITMENT</b>	-	<b>1,050</b>	-	-	-

### Variance Highlights

- There are no doctors still receiving incentives in the 2019 year. \$1,000 has been kept in the budget to cover other incidental incentive or gift baskets as well as \$2,000 was added to help compensate for housing of locum doctors during this time of doctor shortage while they search for a new doctor.
- The program still has approximately \$13,000 in reserves which will be used to fund the 2020 expenditures.

## WEEDS & PESTS

The majority of the allocation within the Weeds & Pests budget deals with weed and pest control in parks throughout the Town. The Parks department has trained staff members who provide weed control within the parks.

<b>WEED AND PEST CONTROL</b>	<b>Budget 2020</b>	<b>Actual 2019 (Nov 29)</b>	<b>Budget 2019</b>	<b>Actual 2018</b>	<b>Actual 2017</b>
Wages and benefits	7,374	5,718	7,263	5,043	6,760
Chemical and materials	10,000	6,665	15,500	8,243	7,917
Amortization	27,383	-	27,383	27,383	27,333
	<b>44,757</b>	<b>12,383</b>	<b>50,146</b>	<b>40,669</b>	<b>42,010</b>
<b>Operational budget adjustments</b>					
Addback amortization	(27,383)	-	(27,383)	(27,383)	(27,333)
<b>NET DEFICIT (SURPLUS) WEED AND PEST CONTROL</b>	<b>17,374</b>	<b>12,383</b>	<b>22,763</b>	<b>13,286</b>	<b>14,677</b>

### Variance Highlights

- Decreased chemical and materials due to generally not doing three chemical application as previously budgeted for due to weather.
- No other significant changes to highlight.

## ECONOMIC DEVELOPMENT

The Economic Development department is responsible for maintaining the Business Growth & Development Centre, business retention, investment attraction and municipal marketing efforts. This department is guided by the Municipal Strategic Plan and the Economic Development Committee and primarily implemented by the Economic Development Officer.

ECONOMIC DEVELOPMENT	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Grants and contributions	(62,260)	(26,563)	(46,328)	(63,458)	(28,072)
<b>Economic development revenue</b>	<b>(62,260)</b>	<b>(26,563)</b>	<b>(46,328)</b>	<b>(63,458)</b>	<b>(28,072)</b>
Wages and benefits	99,723	86,156	94,865	80,346	76,121
Materials, supplies and operating expenses	141,113	173,268	181,999	158,528	96,575
<b>Economic development expenses</b>	<b>240,836</b>	<b>259,423</b>	<b>276,864</b>	<b>238,874</b>	<b>172,696</b>
	<b>178,576</b>	<b>232,860</b>	<b>230,535</b>	<b>175,416</b>	<b>144,624</b>
<b>Operational budget adjustments</b>					
Transfer from reserve - operations	-	-	(61,878)	(11,872)	(42,000)
Transfer to reserve - operations	-	-	-	-	-
<b>NET DEFICIT (SURPLUS) ECONOMIC DEVELOPMENT</b>	<b>178,576</b>	<b>232,860</b>	<b>168,657</b>	<b>163,545</b>	<b>102,624</b>

### Variance Highlights

- Grants and contributions increased \$15K primarily for budgeting for revenue from the billboard signage program (\$30K). This revenue is offset by additional budgeted expenses in materials, supplies and operating expenses for the expenses related to this program. There is also less grant revenue budgeted for 2020 due to the completion of the CARES grant project.
- Materials, supplies and operating expenses were offset in 2019 by transfers from reserves (2018 funds carried forward) to complete carryforward projects from 2018. 2020 has no carryforward projects budgeted therefore materials, supplies and operating costs down.

## LAND PLANNING & DEVELOPMENT

The Development Officer provides development services to the municipality and works with the Municipal Subdivision and Development Authority. The planning advice and services are contracted through membership in the Oldman River Regional Services Commission. Building code, gas and plumbing and electrical inspections are currently being provided through a contract with Superior Safety Codes.

LAND PLANNING AND DEVELOPMENT	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Permits	(64,000)	(50,437)	(64,000)	(69,333)	(20,136)
Planning and development fees	(2,600)	(2,340)	(2,600)	(6,010)	(9,389)
<b>Planning and development revenue</b>	<b>(66,600)</b>	<b>(52,777)</b>	<b>(66,600)</b>	<b>(75,343)</b>	<b>(29,524)</b>
Wages and benefits	84,558	76,889	83,917	71,440	72,803
ORRSC membership	53,500	52,604	53,000	51,938	51,069
Legal and professional services	51,725	37,223	65,125	61,082	11,435
Materials, supplies and operating expenses	8,500	4,489	6,000	17,179	-
<b>Planning and development expenses</b>	<b>198,283</b>	<b>171,204</b>	<b>208,042</b>	<b>201,638</b>	<b>135,306</b>
<b>NET DEFICIT (SURPLUS) PLANNING &amp; DEVELOPMENT</b>	<b>131,683</b>	<b>118,427</b>	<b>141,442</b>	<b>126,296</b>	<b>105,782</b>

### Variance Highlights

- Legal and professional services decreased \$10K due to costs related to the Intermunicipal Development Plan (IDP) budgeted in the prior year not being duplicated in 2020. Though the IDP isn't yet completed, the costs should be primarily covered by an ACP grant received by the Town of Stavely.
- Materials, supplies and operating expenses increased by \$2,500 for potential surveying costs related to a few different development projects underway.

## GENERAL RECREATION

The general recreation budget deals with general recreational programming, such as the Southern Alberta Summer Games as well as overarching expenditures such as wages and benefits for the recreation manager. It also includes costs related to the Golf Course include interest expenses on debt related to the Golf Course and the Golf Course Management Fee the Town pays.

GENERAL RECREATION	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Local government grants	(50,000)	(50,000)	(50,000)	(50,000)	(25,000)
Summer Games	-	(13,754)	(9,000)	(9,475)	(4,850)
<b>General recreation revenue</b>	<b>(50,000)</b>	<b>(63,754)</b>	<b>(59,000)</b>	<b>(59,475)</b>	<b>(29,850)</b>
Golf course management	56,100	55,000	55,000	55,000	50,000
Debenture interest	4,292	3,628	6,670	8,871	11,164
Wages and benefits	70,168	63,946	69,256	69,078	62,018
Programming expenses	5,800	10,747	9,500	9,168	1,971
<b>General recreation expenses</b>	<b>136,360</b>	<b>133,321</b>	<b>140,426</b>	<b>142,118</b>	<b>125,153</b>
	<b>86,360</b>	<b>69,567</b>	<b>81,426</b>	<b>82,643</b>	<b>95,303</b>
<b>Operational budget adjustments</b>					
Transfer from reserve - operations	(50,000)	-	(50,000)	(50,000)	-
<b>NET DEFICIT (SURPLUS) GENERAL RECREATION</b>	<b>36,360</b>	<b>69,567</b>	<b>31,426</b>	<b>32,643</b>	<b>95,303</b>

### Variance Highlights

- Removal of 2020 Summer Games revenue, and reduction of Programming Expenses is due to the Town of Claresholm not continuing in their role as the administrative lead for the Willow Creek Regional team.
- Golf Course Management Fee was increased by 2%.
- Debenture interest decreases year over year as debt is repaid.

## PARKS

The parks budget includes maintenance of the Town's parks as well as the fees and costs related to the Town's campground.

PARKS	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Campground fees	(65,000)	(64,772)	(65,000)	(56,343)	(62,939)
Parks grants and other funding	(5,000)	(6,177)	(7,350)	(825)	(275)
<b>Parks revenue</b>	<b>(70,000)</b>	<b>(70,949)</b>	<b>(72,350)</b>	<b>(57,168)</b>	<b>(63,214)</b>
Wages and benefits	107,270	110,274	103,222	104,086	99,419
Materials, supplies and operating expenses	50,600	46,651	55,600	49,828	52,841
Amortization	195,246	-	206,124	195,246	158,170
<b>Parks expenses</b>	<b>353,116</b>	<b>156,925</b>	<b>364,946</b>	<b>349,160</b>	<b>310,430</b>
	<b>283,116</b>	<b>85,976</b>	<b>292,596</b>	<b>291,992</b>	<b>247,216</b>
<b>Operational budget adjustments</b>					
Addback amortization	(195,246)	-	(206,124)	(195,246)	(158,170)
Services to other departments	15,000	11,948	15,000	14,866	-
Transfer to reserve - capital	-	-	-	-	-
<b>NET DEFICIT (SURPLUS) PARKS</b>	<b>102,870</b>	<b>97,924</b>	<b>101,472</b>	<b>111,612</b>	<b>89,046</b>

## Variance Highlights

- Reduced parks grants and other funding based on historical difficulty actually receiving STEP grants that are budgeted for, and if received difficulty finding qualified applicants to fill the positions.
- Decrease in materials, supplies and operating expenses of \$5K due to no additional funds budgeted for new tables and chairs, as in 2019.

## ARENA

The Arena operates an ice area during the winter and is also used for lacrosse and other rentals during the summer. The main users of the Arena are the Claresholm Minor Hockey Association and the Figure Skating Club.

ARENA	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Minor hockey	(30,000)	(18,495)	(30,000)	(30,336)	(32,416)
Figure skating	(8,000)	(4,688)	(9,000)	(7,400)	(8,261)
Other rentals	(28,357)	(22,420)	(24,750)	(23,453)	(23,138)
Advertising	(7,700)	(7,360)	(6,000)	(11,550)	(5,193)
<b>Arena revenue</b>	<b>(74,057)</b>	<b>(52,962)</b>	<b>(69,750)</b>	<b>(72,740)</b>	<b>(69,008)</b>
Wages and benefits	114,589	84,942	112,755	138,194	120,912
Materials, supplies and operating expenses	95,750	71,252	75,750	117,883	73,569
Amortization	55,635	-	55,635	48,767	36,059
<b>Arena expenses</b>	<b>265,974</b>	<b>156,194</b>	<b>244,140</b>	<b>304,843</b>	<b>230,540</b>
	<b>191,917</b>	<b>103,232</b>	<b>174,390</b>	<b>232,103</b>	<b>161,532</b>
<b>Operational budget adjustments</b>					
Addback amortization	(55,635)	-	(55,635)	(48,767)	(36,059)
Services to other departments	6,000	3,396	6,000	3,462	-
Transfer to reserve - capital	7,700	-	6,000	11,550	-
<b>NET DEFICIT (SURPLUS) ARENA</b>	<b>149,982</b>	<b>106,628</b>	<b>130,755</b>	<b>198,349</b>	<b>125,473</b>

## Variance Highlights

- Other rentals were increased due to additional adult and zone “AA” rentals expected.
- Advertising revenue increased based on 2019 actuals.
- Materials, supplies and operating expenses were increased \$20,000 for a compressor rebuild which is done every other year (2 compressors, each rebuilt once every 4 years).

## AQUATIC CENTRE

The Aquatic Centre is owned by Alberta Health Services and shares the facility with the Town for the Town residents use and benefit. The Town operates the facility covering some of the maintenance costs, lifeguards, and programming expenses.

AQUATIC CENTRE	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Lessons	(55,000)	(53,610)	(55,000)	(56,300)	(66,012)
Gate admission	(38,000)	(33,684)	(42,000)	(36,929)	(42,485)
Rentals	(18,000)	(18,300)	(18,000)	(20,810)	(18,801)
Other funding	(10,000)	(7,868)	(10,000)	(9,620)	(25,349)
<b>Aquatic Centre revenue</b>	<b>(121,000)</b>	<b>(113,463)</b>	<b>(125,000)</b>	<b>(123,659)</b>	<b>(152,647)</b>
Wages and benefits	225,521	214,162	227,865	233,709	239,639
Materials, supplies and operating expenses	40,000	29,375	38,400	35,993	43,425
Amortization	17,262	-	17,262	18,574	17,745
<b>Aquatic Centre expenses</b>	<b>282,783</b>	<b>243,537</b>	<b>283,527</b>	<b>288,277</b>	<b>300,808</b>
	<b>161,783</b>	<b>130,074</b>	<b>158,527</b>	<b>164,617</b>	<b>148,161</b>
<b>Operational budget adjustments</b>					
Addback amortization	(17,262)	-	(17,262)	(18,574)	(17,745)
<b>NET DEFICIT (SURPLUS) AQUATIC CENTRE</b>	<b>144,521</b>	<b>130,074</b>	<b>141,265</b>	<b>146,044</b>	<b>130,416</b>

### Variance Highlights

- Decreases in gate admissions based on declining actuals in 2018 and 2019.
- Materials, supplies and operating expenses increased \$2K for planned audit of safety, service, and staffing as required periodically by the Lifesaving Society.

## MUSEUM

The Museum Board oversees the operation of the Museum in cooperation with the Museum Executive Director and administrative staff and provides recommendations to Council on the budget. The Museum budget includes the operations of two buildings, the Historic CPR Train Station and Museum Exhibit Hall. The Visitor Information Centre operates out of the Historic CPR Train Station. Both are open to the public from May to early October, plus some off season special events.

MUSEUM	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Sales	(1,500)	(1,180)	(1,500)	(1,532)	(475)
Donations	(4,000)	(2,013)	(4,000)	(5,463)	(6,947)
Grants	(33,000)	(4,577)	(15,791)	(37,379)	(48,208)
<b>Museum revenue</b>	<b>(38,500)</b>	<b>(7,770)</b>	<b>(21,291)</b>	<b>(44,374)</b>	<b>(55,630)</b>
Wages and benefits	73,401	75,292	73,998	62,052	81,563
Materials, supplies and operating expenses	30,340	25,366	30,340	42,141	38,986
Professional development	2,000	1,796	2,000	226	1,789
Amortization	23,781	-	23,781	23,781	22,972
<b>Museum expenses</b>	<b>129,522</b>	<b>102,454</b>	<b>130,119</b>	<b>128,201</b>	<b>145,310</b>
	<b>91,022</b>	<b>94,684</b>	<b>108,828</b>	<b>83,827</b>	<b>89,681</b>
<b>Operational budget adjustments</b>					
Addback amortization	(23,781)	-	(23,781)	(23,781)	(22,972)
Services to other departments	3,000	1,895	3,000	2,069	-
Transfer from reserve - operations	-	-	(20,000)	(4,000)	-
<b>NET DEFICIT (SURPLUS) MUSEUM</b>	<b>70,241</b>	<b>96,579</b>	<b>68,047</b>	<b>58,115</b>	<b>66,708</b>

### Variance Highlights

- Increase in museum grant revenue by \$25K due to expectation of receiving AMA Operational Staffing Grant again in 2020. We didn't receiving in 2019.
- No other significant changes to highlight.

## LIBRARY

The local Library Board oversees the activities and budget requests. The Municipality is a member of the Chinook Arch Regional Library system which is a network of independent, cooperating libraries in the southwestern corner of Alberta. Chinook Arch provides training, consulting, IT support and centralized purchasing, cataloguing, processing, and delivery services.

LIBRARY	Budget 2020	Actual 2019 (Nov 29)	Budget 2019	Actual 2018	Actual 2017
Grant	190,000	185,275	193,840	185,035	174,740
Chinook Arch membership	30,883	30,278	30,278	29,673	28,636
Amortization	25,693	-	25,693	25,693	25,593
	<b>246,576</b>	<b>215,553</b>	<b>249,811</b>	<b>240,402</b>	<b>228,969</b>
<b>Operational budget adjustments</b>					
Adback amortization	(25,693)	-	(25,693)	(25,693)	(25,593)
Services to other departments	3,500	1,540	3,500	1,454	-
<b>NET DEFICIT (SURPLUS) LIBRARY</b>	<b>224,383</b>	<b>217,093</b>	<b>227,618</b>	<b>216,162</b>	<b>203,376</b>

### Variance Highlights

- 5K increase in operational funding from 185K to 190K, however no capital funding requested for 2020, there slight drop in grant funding.
- No other significant variances to note.

DEPARTMENT  
CAPITAL  
BUDGETS

## Funding Sources for Capital Projects

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Provincial and Federal grants are available each year to assist the municipality to fund major infrastructure projects. The Council has additional options to consider such as reserves, tax or utility funding. The following is a brief explanation of capital project funding source options.

### Federal Gas Tax Fund (FGT)

Each year, the federal FGT assists municipalities by providing funding for local infrastructure projects. Funding is provided to the Province, who in turn flows this funding to the municipality. This program has been legislated as a permanent source of Federal infrastructure funding for municipalities. The program is broad-based and allows municipalities to use the funding toward a wide range of projects to meet local priorities.

### Municipal Sustainability Initiative (MSI)

Municipalities in Alberta are eligible for funding under the MSI program based on the terms set out in long-term funding agreements with the Province. Municipalities determine projects and activities to be funded based on local priorities within the general criteria set out in the program guidelines and are encouraged to take a long-term approach to planning for capital projects.

### Alberta Municipal Water/Wastewater Partnership (AMWWP)

The AMWWP is a competitive grant program that provides cost-shared funding to eligible municipalities to assist in the construction of municipal water supply and treatment and wastewater treatment and disposal facilities. Funding is provided for the construction of high-priority water supply and treatment and wastewater treatment and disposal facilities. Water distribution and/or sewage collection systems are not eligible for assistance.

### Alberta Historic Resources Conservation Grant

Historic Resource Conservation grants provide project funding for conservation of Alberta's historic places and can include restoration, architectural and/or engineering services, studies reports or plans associated with the conservation of the historic place. Matching grants are awarded up to 50% of eligible costs. Conservation includes actions or processes that safeguard character-defining elements of a historic place to retain the heritage value and extend physical life. This may involve one or more conservation treatments—preservation, rehabilitation or restoration. The maximum matching grants per application per year are as follows: Provincial Historic Resources – \$100,000; Municipal Historic Resources – \$50,000; Local (non-designated) Historic Resources – one-time grant of \$5,000.

### Alberta Community Resilience Program (ACRP)

The ACRP is a multi-year provincial grant program supporting the development of long-term resilience to flood and drought events, while supporting integrated planning and healthy,

functioning watersheds. These grants will support the design and construction of projects that enhance or enable the protection of critical infrastructure from flooding and drought events, and help ensure public safety is protected.

### **Community Facility Enhancement Program (CFEP)**

The **CFEP** is a competitive grant program that assists with foster the unique characteristics of Alberta's many communities. The aim of the program is to reinvest revenues generated from provincial lotteries into communities, empower local citizens and community organizations to work together and to respond to local needs.

Municipalities are not eligible for this funding and therefore must partner with a local organization to access these grants.

### **Alberta Recycling – Municipal Demonstration Grant Program**

The grant program offers up to \$30,000 per applicant to purchase recycled tire products for public projects such as parks, arenas, walking trails, and recreational facilities etc.

### **Reserves/Restricted Surplus**

As a means of solid financial planning, Council has created a number of special reserve funds to address both future operational and especially, capital resource needs. These funds address new acquisition and replacement, but have general restrictions on use. Through the budget process, the Town will designate funds that have been internally restricted to finance those projects for which the funds have been ear-marked.

### **Utility Funded**

Revenue generated through utility rates is intended to fully fund operational costs including amortization. As the utilities become closer to full-cost recovery, amounts generated to fund amortization can be used to fund capital projects. If there is no required capital replacement for a utility in any given year, the amortization amount may be reserved for future capital projects.

The following table summarizes the anticipated funding sources for the capital projects for the upcoming year.

<b>FUNDING SOURCES FOR THE YEAR</b>	
Alberta Community Resilience Program Grant (ACRP)	(1,669,146.00)
Municipal Sustainability Grant (MSI)	(1,356,004.00)
Community Facility Enhancement Program (CFEP)	(582,620.00)
Federal Gas Tax Fund (FGTF)	<u>(579,500.00)</u>
<b><i>Total Government Transfers for Capital</i></b>	<b>(4,187,270.00)</b>
Transfers from reserves	(25,000.00)
Proceeds from long-term debt	(2,800,000.00)
Community contributions and donations	(15,000.00)
Proceeds on sale or trade-in of vehicles and equipment	(80,000.00)
Tax funded	<u>(5,000.00)</u>
<b>TOTAL FUNDING</b>	<b><u><u>(7,112,270.00)</u></u></b>

DRAFT

## Capital Summary Budget

<b>ENGINEERING STRUCTURES PROJECTS</b>	<b>Funding</b>	<b>Expenditure</b>
Municipal Stormwater System Upgrade - Phase 1 (carryforward from 2017/18 budgets)		326,983
<i>Funding: ACRP Grant</i>	(228,888)	
<i>Funding: MSI Grant</i>	(98,095)	
Municipal Stormwater System Upgrade - Phase 2		1,600,287
<i>Funding: ACRP Grant</i>	(1,440,258)	
<i>Funding: MSI Grant</i>	(160,029)	
North Industrial Paving		450,000
<i>Funding: FGTF Grant</i>	(225,000)	
<i>Funding: MSI Grant</i>	(225,000)	
Amundsen Park Redevelopment - Phase 1		220,000
<i>Funding: FGTF Grant</i>	(117,000)	
<i>Funding: CFEP Grant</i>	(103,000)	
Tennis Court Resurfacing		85,000
<i>Funding: CFEP Grant</i>	(42,500)	
<i>Funding: FGTF Grant</i>	(27,500)	
<i>Funding: Southern Alberta Recreation Association</i>	(15,000)	
Infrastructure Master Plan including Water Reservoir Study		150,000
<i>Funding: FGTF Grant</i>	(125,000)	
<i>Funding: Capital Water and Sewer Reserve</i>	(25,000)	
<b>ENGINEERING STRUCTURES TOTAL</b>		<b>2,832,270</b>
<b>BUILDINGS PROJECTS</b>		
Multi-use Community Complex		3,800,000
<i>Funding: Debenture</i>	(2,800,000)	
<i>Funding: MSI Grant</i>	(647,880)	
<i>Funding: CFEP Grant</i>	(352,120)	
Arena Roof Replacement		170,000
<i>Funding: FGTF Grant</i>	(85,000)	
<i>Funding: CFEP Grant</i>	(85,000)	
<b>BUILDINGS TOTAL</b>		<b>3,970,000</b>

<b>MACHINERY &amp; EQUIPMENT PURCHASES</b>		
Front End Loader		265,000
<i>Funding: MSI Grant</i>	(225,000)	
<i>Funding: Trade-in</i>	(40,000)	
Bobcat Replacement		45,000
<i>Funding: Trade-in</i>	(40,000)	
<i>Funding: Tax funded</i>	(5,000)	
<b>MACHINERY &amp; EQUIPMENT TOTAL</b>		<b>310,000</b>

## ENGINEERED STRUCTURES

<b>Carryforward Capital Project from 2016/2017</b>	
<b>Project Name</b>	<b>Phase 1 – Storm Water Drainage Improvements</b>
<b>Anticipated Start</b>	<b>2016</b>
<b>Project Description</b>	Continuation of Phase 1 of Storm Management Plan including Storm Water Management Facility, upgrade of 8 <sup>th</sup> Street Ditch and upgrades to Golf Course Ditch/Ponds
<b>Remaining Cost</b>	<b>\$326,983</b>
<b>Funding Sources</b>	ACRP and MSI Grants
<b>Rationale for need</b>	Try to prevent flooding reoccurrence to homes in Town.
<b>Impact on future operating costs</b>	More maintenance on new apparatuses will be required.
<b>Implications of deferring this project</b>	If nothing is done to address the problems outlined in the Storm water management Plan, we may see re-occurrences of flooding in Town.

<b>Carryforward 2019 Capital Project</b>	
<b>Project Name</b>	<b>Phase 2 Storm water management plan</b>
<b>Anticipated Start</b>	<b>2019</b>
<b>Project Description</b>	Centennial Park, main outfall upgrade
<b>Project Cost</b>	<b>\$1,600,287</b>
<b>Funding Sources</b>	ACRP and MSI Grants
<b>Rationale for need</b>	As recommended in Town`s Storm Water Management plan.
<b>Impact on future operating costs</b>	No more maintenance is anticipated than what currently is the Town`s practice.
<b>Implications of deferring this project</b>	Repeat of 2014 flood damages.

2020 Capital Project	
<b>Project Name</b>	<b>North Industrial Area Paving</b>
<b>Anticipated Start</b>	<b>2020</b>
<b>Project Description</b>	Pave the North industrial area as promised to buyers at time of sale, once the subdivision lots have been sold.
<b>Project Cost</b>	<b>\$450,000</b>
<b>Funding Sources</b>	FGTF Grant and MSI Capital Grant
<b>Rationale for need</b>	The Town's subdivision is completed and all lots are serviced. We receive several complaints annually about road conditions. Winter maintenance is difficult on the graveled surface. Sanitary sewer manholes have to be dug out in the gravel for access for maintenance.
<b>Impact on future operating costs</b>	No expected impact on operations, less grader maintenance required.
<b>Implications of deferring this project</b>	As prices rise yearly, costs will increase in the future.

2020 Capital Project	
<b>Project Name</b>	<b>Amundsen Park Upgrades Phase 1</b>
<b>Anticipated Start</b>	<b>2020</b>
<b>Project Description</b>	Replace the playgrounds on the SE & NW corners of Amundsen Park, with one new structure, and construct a gazebo
<b>Project Cost</b>	<b>\$220,000.00</b>
<b>Funding Sources</b>	CFEP and FGTF grants
<b>Rationale for need</b>	This playground does not meet current safety codes and was on the scheduled list for replacement in 2018. This SE park was installed in 1995 and the original equipment is still in use. The swings were removed in 2007, when the NW swings were added. New park design.
<b>Impact on future operating costs</b>	No expected impact on operations.
<b>Implications of deferring this project</b>	Liability on equipment that does not meet CSA code. The planned replacement list of playground equipment in Town is based on a twenty-year cycle as 15 to 20 years is the expected life of new equipment. 9 parks/playgrounds are on the list.

2020 Capital Project	
<b>Project Name</b>	<b>Tennis court resurfacing</b>
<b>Anticipated Start</b>	<b>2020</b>
<b>Project Description</b>	Install new surface on the existing tennis courts.
<b>Project Cost</b>	<b>\$85,000.</b>
<b>Funding Sources</b>	
<b>Rationale for need</b>	As recommended in the 2017 Master Recreation Plan for the 2021 summer games. New users playing Pickleball are using the facility lots now as well.
<b>Impact on future operating costs</b>	There will be no extra expected cost increases for operations.
<b>Implications of deferring this project</b>	Not in good condition for the 2021 summer games.

2020 Capital Project	
<b>Project Name</b>	<b>Infrastructure Master Plan</b>
<b>Anticipated Start</b>	<b>2020</b>
<b>Project Description</b>	A Master plan of the Town's infrastructure
<b>Project Cost</b>	<b>\$150,000.</b>
<b>Funding Sources</b>	
<b>Rationale for need</b>	A Master plan is needed to move the Town's Infrastructure paper maps to digital format, so GPS locations can be added to GIS to accurately locate infrastructure and capture data on all assets. This will assist all future planning and project selection
<b>Impact on future operating costs</b>	No anticipated increase forecasted, but has the potential to save premature replacement of infrastructure by better information collection on all assets.
<b>Implications of deferring this project</b>	Harder to engineer repairs as we to develop digital prints of existing. Planning issues may be avoided with better mapping of existing infrastructure.

## BUILDINGS

<b>Carryforward Capital Project from 2018</b>	
<b>Project Name</b>	<b>Multi-Use Community Complex</b>
<b>Anticipated Start</b>	<b>2019</b>
<b>Project Description</b>	New construction of Daycare, Playschool, Administration, and community space buildings
<b>Project Cost</b>	<b>\$3,800,000</b>
<b>Funding Sources</b>	Debenture, CFEP Grants, and MSI capital Grants
<b>Rationale for need</b>	Existing office is over 70 years old and has reached its useful life, without major renovations.
<b>Impact on future operating costs</b>	Significant reduction in utilities costs, rent costs, and other operational costs due to being able to bring Administration, FCSS, and Economic Development all under one roof.
<b>Implications of deferring this project</b>	Current Administration building does not meet fire code, asbestos contamination, and internal plumbing replacement needed.

<b>2020 Capital Project</b>	
<b>Project Name</b>	<b>Arena roof replacement</b>
<b>Anticipated Start</b>	<b>2020</b>
<b>Project Description</b>	Replacing the entire roof over the Arena mezzanine. + damaged interior flooring.
<b>Project Cost</b>	<b>\$170,000.00</b>
<b>Funding Sources</b>	<b>50/50 CFEP grant</b>
<b>Rationale for need</b>	This is the original roof, and has been patched twice, last time in 2018. Flooring is now damaged. Recommended replacement in 2018, by Charlton Hill.
<b>Impact on future operating costs</b>	No impact on future operating.
<b>Implications of deferring this project</b>	The building repairs need to be completed as soon as possible as the roof is currently leaking. The dance floor has been ruined.

## MACHINERY & EQUIPMENT

2020 Capital Purchase	
<b>Project Name</b>	<b>New Front End Loader</b>
<b>Anticipated Date</b>	<b>2020</b>
<b>Project Description</b>	Replacement of existing Wheel Loader (2007 model)
<b>Project Cost</b>	<b>\$265,000.</b>
<b>Funding Sources</b>	MSI Capital Grant and trade-in of existing loader
<b>Rationale for need</b>	This unit will be well past the 10-year turnaround cycle that we are currently striving to adapt. This unit was purchased used and is used daily year-round.
<b>Impact on future operating costs</b>	We see an operational benefit to equipment that is on warranty. Less down time and more work completed in a day, with properly operating equipment
<b>Implications of deferring this project</b>	Costly repairs to the existing machine will not increase its value. Slower completion of projects due to aging equipment.

2020 Capital Purchase	
<b>Project Name</b>	<b>Bobcat replacement program</b>
<b>Anticipated Start</b>	Yearly
<b>Project Cost</b>	<b>\$45,000 (Net \$5,000 after trade-in of old unit).</b>
<b>Funding Sources</b>	Trade in of old Bobcat, with Tax Funding for difference.
<b>Rationale for need</b>	The program involves rotating old machine for a new machine yearly. The equipment is only covered by one year warranty and with some service of the machine included, we are keeping our costs for operations at the lowest possible for the Town.
<b>Impact on future operating costs</b>	This purchase procedure eliminates the chance of major repairs as we always have new warranty coverage
<b>Implications of deferring this project</b>	The value of our Bobcat will drop yearly and the cost for maintenance will also increase as this machine is used for 250+ hours per year. No warranty coverage unless we purchase extended warranty at almost \$2500.00 dollars per year.



# INFORMATION BRIEF

Meeting: December 9, 2019  
Agenda Item: 19

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## TOWN OPERATIONS – CHRISTMAS EVE

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### DESCRIPTION:

Administration is asking Council's permission to discontinue operations at 12 Noon on Tuesday, December 24, 2019 in the spirit of the season. Regular operations should be completed by noon including garbage pickup. Closing early will give all Town staff the opportunity to be with their loved ones.

Many municipalities close their offices during the holiday season. The MD of Willow Creek is open December 23<sup>rd</sup> and then will be closed from December 24<sup>th</sup> to December 27<sup>th</sup> inclusive.

The Town of Nanton will be closed at noon on December 24<sup>th</sup>.

The Town of Fort Macleod will be closed at noon on December 24<sup>th</sup> and at 3:00 p.m. on December 31<sup>st</sup>.

### PROPOSED RESOLUTION:

Moved by Councillor \_\_\_\_\_ 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.

### ATTACHMENTS:

- 1.) N/A

### APPLICABLE LEGISLATION:

- 1.) N/A

PREPARED BY: Karine Keys, CLGM, Finance Assistant

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APPROVED BY: Marian Carlson, CLGM - CAO

DATE: December 2, 2019

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# REQUEST FOR DIRECTION

Meeting: December 9, 2019  
Agenda Item: 20

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## INTERMUNICIPAL COLLABORATION FRAMEWORK

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### **DESCRIPTION/BACKGROUND:**

On Thursday, November 28, 2019, Council attended a session along with the Council members from the MD of Willow Creek, Town of Nanton, Town of Stavely and Town of Fort Macleod, where the mediator and lawyer presented the draft Intermunicipal Collaboration Framework (ICF) Bylaw. They also discussed the recent changes to the legislation surrounding ICF's.

The attached Executive Summary provides an overview of the framework of the draft Bylaw.

### **DISCUSSION/OPTIONS:**

The next steps are to receive feedback from the respective Council's on the proposed Bylaw and whether Council would prefer the ICF be implemented by way of Bylaw or resolution.

The time frame identified is as follow:

December – early January – Council deliberation and feedback.

Early January- lawyer to draft final documents

Early February – Final review of ICF

February to March – Public consultation and Council pass ICF Bylaw and Agreement

Administration requires input from Council to provide the mediator and lawyer with direction to finalize the documents for ratification by Council prior to the March 31<sup>st</sup> deadline.

### **ATTACHMENTS:**

- 1.) Draft - ICF Bylaw Framework Document
- 2.) Memo - Exec. Summary - Draft ICF Bylaw

### **APPLICABLE LEGISLATION:**

- 1.) Municipal Government Act, RSA 2000, c M-26

PREPARED BY: Marian Carlson, CLGM - CAO

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APPROVED BY: Marian Carlson, CLGM - CAO

DATE: December 4, 2019

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BY-LAW NO. \_\_\_\_\_

**WHEREAS** Section 708.28(1) of the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta, as amended, mandates that municipalities that have common boundaries must create an Intermunicipal Collaboration Framework with each other that identifies the services provided by each Municipality, which services are best provided on an intermunicipal basis, which services are best provided by a third party, and how services and any changes to them will be transitioned, implemented, delivered and funded;

**AND WHEREAS** Municipal District of Willow Creek No. 26 shares a common border with each of Town of Claresholm, Town of Fort Macleod, Town of Nanton, Town of Stavely and Town of Granum;

**AND WHEREAS** Municipal District of Willow Creek No. 26, Town of Claresholm, Town of Fort Macleod, Town of Nanton, Town of Stavely and Town of Granum (the "**Municipalities**") share common interest and are desirous of working together to provide services to their residents;

**AND WHEREAS** The Municipalities consulted with residents of all of the Municipalities;

**AND WHEREAS** The Municipalities have mutually developed the Intermunicipal Collaboration Framework, attached to and forming part of this By-law, including any or all schedules forming a part thereof (the "**\_\_\_\_\_ Intermunicipal Collaboration Framework**");

**NOW THEREFORE** pursuant to the authority conferred upon it by the laws of the Province of Alberta, \_\_\_\_\_ Council duly assembled enacts as follows:

**TITLE**

1. This Bylaw shall be known as the "**\_\_\_\_\_ Intermunicipal Collaboration Framework Bylaw**".

**PURPOSE**

2. The purpose of this bylaw is to adopt the \_\_\_\_\_ Intermunicipal Collaboration Framework, pursuant to the *Municipal Government Act*, being Chapter M-26 of the Statutes of Alberta 2000, and amendments thereto.

**DEFINITIONS**

3. Unless specifically defined within this Bylaw, or unless the context otherwise requires, all capitalized terms used within this Bylaw shall have the meaning provided for within the \_\_\_\_\_ Intermunicipal Collaboration Framework, including any or all schedules forming a part thereof.

**ADOPTION**

4. The Council of \_\_\_\_\_, in the Province of Alberta, hereby adopts the \_\_\_\_\_ Intermunicipal Collaboration Framework.

**ADMINISTERING THIS BYLAW**

5. The \_\_\_\_\_ is authorized to administer this Bylaw, as well as supervise, control and direct the participation of \_\_\_\_\_ within the Intermunicipal Collaboration Framework, subject always to reporting to and receiving instructions from the Council of \_\_\_\_\_.

**SEVERABILITY**

6. Each provision of this Bylaw is independent of all other provisions. If any such provision is declared invalid by a court of competent jurisdiction, all other provisions of this Bylaw will remain valid and enforceable.

**COMING INTO FORCE**

7. This Bylaw shall come into full force and effect on the day that it is finally passed by Council by giving it third and final reading and it is signed in accordance with the *Municipal Government Act*.

READ A FIRST TIME IN COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

READ A SECOND TIME IN COUNCIL this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

*UNANIMOUS PERMISSION FOR THIRD READING* \_\_\_\_\_ day of \_\_\_\_\_, 2020.

READ A THIRD TIME IN COUNCIL AND PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Reeve / Mayor

\_\_\_\_\_  
CAO or Designate

\_\_\_\_\_  
Date Bylaw Signed

**INTERMUNICIPAL COLLABORATION FRAMEWORK**

**BETWEEN:**

**MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26**

**- and -**

**TOWN OF CLARESHOLM**

**- and -**

**TOWN OF FORT MACLEOD**

**- and -**

**TOWN OF NANTON**

**- and -**

**TOWN OF STAVELY**

**- and -**

**TOWN OF GRANUM**

**WHEREAS** Part 17.2 of the *Municipal Government Act* requires municipalities with common boundaries to create an Intermunicipal Collaboration Framework with each other;

**AND WHEREAS** Municipal District of Willow Creek No. 26 and each of Town of Claresholm, Town of Fort Macleod, Town of Nanton, Town of Stavely and Town of Granum (collectively, the “**Municipalities**”) share a common boundary;

**AND WHEREAS** the Municipalities share common interests, have a long history of working collaboratively on projects, and are desirous of working together to provide services to their ratepayers;

**AND WHEREAS** the Municipalities wish to advance, promote, and encourage opportunities and programs for collaboration amongst the Municipalities for their joint benefit, as well as the ultimate benefit of the residents of the respective Municipalities and the surrounding communities;

**AND WHEREAS** the Municipalities wish to, where possible, provide for integrated and strategic planning, delivery and funding of intermunicipal services;

**AND WHEREAS** the Municipalities wish to steward scarce resources efficiently in providing local services;

**AND WHEREAS** the Municipalities recognize that different municipalities have different resources and funding to contribute to services that benefit their residents but wish to ensure municipalities contribute to services that benefit their residents;

**AND WHEREAS** the Municipalities recognize that due to a variety of factors including, without restriction, location, accessibility, capacity, usefulness, and affordability of Services, each Municipality may not participate within each or every one of the current Intermunicipal Services which have already been implemented, proposed Intermunicipal Services which are yet to be implemented, or Intermunicipal Services which are proposed and/or recommended in the future under this framework;

**AND WHEREAS** the Municipal Government Act stipulates that municipalities that have a common boundary must create a framework with each other that identifies the services provided by each Municipality and the funding arrangements for these services;

**AND WHEREAS** the Municipalities are committed to participating, co-operating and coordinating with each other on an on-going basis, as further contemplated within this framework, for the joint benefit of the Municipalities;

**AND WHEREAS** each of the Municipalities has consulted with their respective residents with respect to collaborations with and amongst the Municipalities;

**AND WHEREAS** the Municipalities have mutually developed this Intermunicipal Collaboration Framework to be effective and applicable to the Intermunicipal Collaboration Framework required for each common boundary amongst the Municipalities (this “**Intermunicipal Collaboration Framework**”);

**NOW THEREFORE**, by mutual covenant of the Municipalities hereto it is agreed as follows:

## **1. DEFINITIONS**

**1.1** In this Intermunicipal Collaboration Framework, the following capitalized terms shall be defined as follows:

- (a) “**Area Structure Plans**” means the area structure plans implemented by each of the Municipalities pursuant to the provisions of the *Municipal Government Act*, and “**Area Structure Plan**” means any one of them;
- (b) “**Capital Project**” means capital infrastructure whose purpose, either in whole or in part, is to provide, or contribute to the delivery of, any one or more of the Services or an portion thereof;
- (c) “**Collaboration Principles**” means the principles under which the Municipalities agree to collaborate pursuant to this Intermunicipal Collaboration Framework, consisting of:
  - (i) **Appropriateness** – the collaboration amongst the Municipalities must be suitable for and beneficial to the Municipalities participating in the aspect of the collaboration;
  - (ii) **Adaptability** – the collaboration amongst the Municipalities must be multi-dimensional and flexible to change, participation and future growth;
  - (iii) **Accessibility** – the benefits of the collaboration amongst the Municipalities must be accessible by all of the Municipalities, at their option;
  - (iv) **Affordability** – the participation of aspects of the collaboration amongst the Municipalities must be efficient in planning; and economical to implement and/or operate, while maximizing the synergies for the Municipalities;
  - (v) **Accountability** – the benefits and burdens of the collaboration amongst the

Municipalities must be shared by the Municipalities proportionately to their benefit and may be provided by services in kind or monetary value;

- (vi) **Respectful** – the processes amongst the Municipalities will be respectful and the contributions amongst the Municipalities towards services will respect that the ability to contribute differs amongst the Municipalities;
- (vii) \_\_\_\_\_ - \_\_\_\_\_.
- (d) **“Dispute Resolution Procedure”** means dispute resolution procedure attached as **Schedule “F”** to this Intermunicipal Collaboration Framework
- (e) **“ICF Committee”** means the committee established pursuant to Article 4;
- (f) **“ICF Subcommittee”** means a subcommittee established by the ICF Committee pursuant to Article 4;
- (g) **“Implementation Agreement”** means a binding agreement between Two(2) or more of the Municipalities necessary for the implementation, management, governance, operation, delivery and funding of an Intermunicipal Service, as contemplated within any Implementation Plan or as agreed upon by the participating Municipalities from time to time;
- (h) **“Implementation Plan”** means the initial implementation plan attached as **Schedule “E”** to this Intermunicipal Collaboration Framework, together with such additional and other implementation plans established from time to time by the ICF Committee as contemplated within this Intermunicipal Collaboration Framework;
- (i) **“Individual Municipal Services”** means all those Services listed within **Schedule “B”** attached to this Intermunicipal Collaboration Framework Services as being Services that are currently, shall continue to be, and/or shall transition so as to become, provided by the respective Municipalities within their own respective boundaries on an individual and separate basis;
- (j) **“Intermunicipal Collaboration Framework”** means this collaboration framework document, as amended from time to time;
- (k) **“Intermunicipal Development Plans”** means the intermunicipal development plans implemented by each of the Municipalities pursuant to the provisions of the *Municipal Government Act*, and **“Intermunicipal Development Plan”** means any one of them;
- (l) **“Intermunicipal Services”** means all those Services listed within **Schedule “C”** attached to this Intermunicipal Collaboration Framework Services as being Services that are currently, shall continue to be, and/or shall transition so as to become, provided by the Municipalities on an inter-municipal basis;
- (m) **“Municipal Development Plans”** means the municipal development plans implemented by each of the Municipalities pursuant to the provisions of the *Municipal Government Act*, and **“Municipal Development Plan”** means any one of them;
- (n) **“Municipal Government Act”** means the *Municipal Government Act*, RSA 2000, c. M-26, as amended or replaced from time to time;
- (o) **“Municipalities”** means, collectively, Municipal District of Willow Creek No. 26, Town of

Claresholm, Town of Fort Macleod, Town of Nanton, Town of Stavely and Town of Granum, and “**Municipality**” means any one of them;

- (p) “**Regulations**” means the regulations created under the *Municipal Government Act* including, without restriction, the Intermunicipal Collaboration Framework Regulation (191/2017), as amended or replaced from time to time;
- (q) “**Services**” means collectively, all those services being provided within the boundaries of the Municipalities consisting of Individual Municipal Services, Intermunicipal Services, and Third Party Services, and listed within **Schedule “A”** attached to this Intermunicipal Collaboration Framework, and “**Service**” means any one of them;
- (r) “**Third Parties**” means, collectively, any persons other than the Municipalities, and “**Third Party**” means any one of them; and
- (s) “**Third Party Services**” means all those Services listed within **Schedule “D”** attached to this Intermunicipal Collaboration Framework Services as being Services that are currently, shall continue to be, and/or shall transition so as to become, provided by Third Parties within all or any of the boundaries of the Municipalities.

## 2. ESTABLISHMENT, TERM AND REVIEW

2.1 In accordance with the *Municipal Government Act*, as well the Regulations, this Intermunicipal Collaboration Framework shall come into force on final passing of matching bylaws by each Municipality that contain this Intermunicipal Collaboration Framework.

2.2 This Intermunicipal Collaboration Framework may be amended by mutual consent of all of the Municipalities unless specified otherwise in this Intermunicipal Collaboration Framework.

2.3 Without restricting the foregoing, any Two (2) of the Municipalities sharing a common boundary may amend or replace this Intermunicipal Collaboration Framework by passage of the appropriate bylaw.

2.4 In accordance with the *Municipal Government Act*, and the Regulations, this Intermunicipal Collaboration Framework:

- (a) must be reviewed once every Five (5) years, or sooner if requested by any of the Municipalities; and
- (b) where, during a review, any Municipality does not agree that the framework continues to serve the interests of the Municipality, the Municipality must create a replacement framework in accordance with this Part 17.2 of the *Municipal Government Act* with any of the Municipalities that share a common boundary.

2.5 Accordingly, this Intermunicipal Collaboration Framework shall continue in full force and effect as between all of the Municipalities unless and until:

- (a) replaced by a framework created in accordance with this Part 17.2 of the *Municipal Government Act*, which replacement:
  - (i) may or may not contemplate more than just the Municipalities that share a common boundary (e.g. may consist of a bilateral framework, as between Two (2) Municipalities that share a common boundary, or otherwise); and

(ii) may necessitate changes to the applicable Intermunicipal Development Plans, and/or any other affected statutory plans, to reflect or accommodate the replacement framework being implemented;

(b) amended or replaced so as to exclude any Municipality or Municipalities who have opted to create such a separate replacement framework under subsection (a) above.

2.6 Without restricting any of the forgoing, the Municipalities agree that the ICF Committee shall meet at least once every four years commencing no later than \_\_\_\_\_, 20\_\_\_\_, to commence the review of the terms and conditions of this Intermunicipal Collaboration Framework for the purposes of Section 2.4 above.

2.7 In the event that any of the Municipalities have determined that a replacement framework is necessary as contemplated within Section 2.4 and 2.5 above, and are unable to agree upon a replacement framework and/or the amendments necessary to this Intermunicipal Collaboration Framework, unless otherwise required by the provisions of the *Municipal Government Act* and/or the Regulations, the Dispute Resolution Procedure of this Intermunicipal Collaboration Framework will apply in order to resolve any disputes or disagreements preventing the establishment of any replacement framework or any amendment to this Intermunicipal Collaboration Framework.

### 3. INTERMUNICIPAL COOPERATION

3.1 This Intermunicipal Collaboration Framework identifies the Services provided by each Municipality, the Services which are best provided on an intermunicipal basis, the Services which are best provided by Third Parties, and how Services and any changes to them will be transitioned, implemented, delivered and funded.

3.2 The Municipalities agree to equitable service delivery. Where shared Services are provided, residents and ratepayers of the Municipalities will be afforded, as far as practical, the same Services at the same costs, including user fees for the Services provided by other Municipalities.

3.3 For clarity, due to a variety of factors including, without restriction, location, accessibility, capacity, usefulness, and affordability of any Intermunicipal Service:

(a) each Municipality may or may not participate within each or every existing or proposed Intermunicipal Service or portion thereof; and

(b) to the extent reasonably practical and possible, the Implementation Plan and/or Implementation Agreement(s) for existing or proposed Intermunicipal Services will contemplate the opportunity and option to opt in and/or opt out by each Municipality;

subject always to the terms of the Implementation Agreement applicable to the Intermunicipal Service or portion thereof.

### 4. ICF COMMITTEE

4.1 The Municipalities agree to create a joint committee known as the ICF Committee.

4.2 The ICF Committee will meet on an “as required” basis and will develop recommendations to the Councils on matters of intermunicipal strategic direction and cooperation affecting residents and ratepayers, including at a minimum:

(a) long-term strategic growth plans as may be reflected in the Intermunicipal Development Plan,

Municipal Development Plans, Area Structure Plans or other growth plans, strategic plans or studies;

- (b) intermunicipal and regional transportation issues, including transportation and utility corridors and truck routes;
- (c) prompt circulation and review of major land use, subdivision and development proposals in each Municipality which may impact the other Municipality to the respective Intermunicipal Development Plan;
- (d) the review of intermunicipal or multi-jurisdictional issues in lieu of a regional planning system;
- (e) periodic review of this Intermunicipal Collaboration Framework as required under Section 2.4;
- (f) periodic review of the Intermunicipal Development Plans as required under 5.2; and
- (g) existing shared intermunicipal services, or the potential for new shared intermunicipal services.

**4.3** The ICF Committee shall consist of Twelve (12) members, being Two (2) elected officials appointed by each Municipality.

**4.4** The Chief Administrative Officer, and/or designate from each Municipality, will serve as advisory staff to the ICF Committee, be responsible to provide background information and recommendations on all matters before the ICF Committee, prepare agendas, record the recommendations of the ICF Committee, and for forwarding all recommendations from the ICF Committee to their respective Councils.

**4.5** For the purposes of carrying out any activity or responsibility contemplated within this Intermunicipal Collaboration Framework, the ICF Committee may create any number of ICF Subcommittees which may be charged with and responsible for:

- (a) the review of, and development of recommendation for, and/or the implementation of, any proposed new Service, Capital Project and/or change of Service identified pursuant to the provisions of Article 7;
- (b) the on-going review, evaluation, reporting, improvement, evolution, and/or expansion of individual, groups or areas of Intermunicipal Services, and the development of recommendations for the Intermunicipal Collaboration Committee and consideration by the Municipalities in the form of proposed new Service, Capital Project and/or change of Service contemplated within Article 7; and
- (c) any other activity, process or undertaking related to Intermunicipal Services which the ICF Committee may from time to time identify;

and otherwise be subject to such terms of reference or scope of work as may be identified by the ICF Committee.

## **5. INTERMUNICIPAL DEVELOPMENT PLAN**

**5.1** The Municipalities have each adopted an Intermunicipal Development Plan by bylaw, in accordance

with the *Municipal Government Act*.

- 5.2 Each of the Intermunicipal Development Plan will be reviewed a minimum of every Five (5) years, at the request of one or both of the respective Municipalities to that applicable the Intermunicipal Development Plan, or in conjunction with the review of this Intermunicipal Collaboration Framework.

## 6. FRAMEWORK FOR MUNICIPAL SERVICES

- 6.1 The Municipalities have reviewed the Services offered to ratepayers, and determined which of the Services are best provided by each Municipality individually, which of the Services are best provided on an intermunicipal basis, and how Services to be provided on an intermunicipal basis will be delivered and funded.
- 6.2 The Services which the Municipalities have determined are best provided by each Municipality on an individual basis are set forth within **Schedule “B”** attached to this Intermunicipal Collaboration Framework.
- 6.3 The Services which the Municipalities have determined are best provided on an intermunicipal basis are set forth within **Schedule “C”** attached to this Intermunicipal Collaboration Framework.
- 6.4 The Services which the Municipalities have determined are best provided by Third Parties are set forth within **Schedule “D”** attached to this Intermunicipal Collaboration Framework.
- 6.5 The Municipalities acknowledge that in addition to the Implementation Agreements in place between the Municipalities, they each have independent agreements with other regional partners which remain unaffected by this Intermunicipal Collaboration Framework.

## 7. FUTURE SERVICES, CHANGES AND AGREEMENTS

- 7.1 Any Municipality, as well as the ICF Committee, may initiate the development of the delivery of a new Service, a new Capital Project, or change to the manner in which a Service is to be provided as contemplated within this Intermunicipal Collaboration Framework. In the event of a Municipality initiating a proposed new Service, Capital Project and/or change of Service, the Municipality will provide notice in writing to:

- (a) the other Municipalities; and
- (b) the ICF Committee;

providing reasonable details regarding the proposed new Service, Capital Project and/or change of Service, together with any available proposed costs, cost sharing, and timing of implementation or expenditures.

- 7.2 The ICF Committee will meet to discuss the proposed new Service, Capital Project, and/or change of Service initiated by a Municipality within \_\_\_\_\_ ( ) days, and may schedule subsequent meetings as needed.
- 7.3 The ICF Committee shall assess and review all proposed new Service, Capital Project, and/or change of Service in good faith, and in a collaborative manner, acting in a manner consistent with the Collaboration Principles, and considering all impacts to the Municipalities and residents including, without restriction:

- (a) the relationship to and/or impact upon the Intermunicipal Development Plans, Area Structure Plans, and any other municipal planning document prepared and adopted by the Municipalities;
- (b) the nature and extent of consultation required with affected residents;
- (c) the level of community support and the nature of demonstrated public needs;
- (d) the projected costs and contemplated funding options;
- (e) the nature and levels of municipal debt limit of the Municipalities;
- (f) the projected use by and benefit to residents and ratepayers of the Municipalities; and
- (g) the requirements and practical impacts of any Implementation Plan applicable to the proposed new Service, Capital Project, and/or change of Service.

7.4 The ICF Committee will review, and negotiate, the terms related to the proposed new Service, Capital Project and/or change of Service, including the cost sharing arrangement of the applicable Service. The ICF Committee will provide a recommendation for consideration by the councils of the Municipalities including, without restriction, recommendations respecting a proposed Implementation Plan respecting the proposed new Service, Capital Project, and/or change of Service.

7.5 Upon agreement by the Municipalities wishing to participate in any proposed new Service, Capital Project, and/or change of Service the participating Municipalities, and/or any ICF Subcommittee established by the ICF Committee, shall proceed to finalize and carry out the Implementation Plan respecting the proposed new Service, Capital Project, and/or change of Service.

7.6 Unless otherwise contemplated within the Implementation Plan applicable to the proposed new Service, Capital Project, and/or change of Service which has been agreed upon by the participating Municipalities, where the proposed new Service, Capital Project, and/or change of Service contemplates:

- (a) a new or amended capital contribution; and/or
- (b) a new or amended on-going operational cost contribution;

from the Municipalities, the capital contribution and/or operational cost contribution may be negotiated independently of the ICF Committee decision making process, as part of the new or amended Implementation Agreement applicable to the proposed new Service, Capital Project, and/or change of Service.

7.7 For clarity, due to a variety of factors including, without restriction, location, accessibility, capacity, usefulness, and affordability of the proposed new Service, Capital Project, and/or change of Service:

- (a) each Municipality may or may not participate within each or every proposed new Service, Capital Project, and/or change of Service; and
- (b) to the extent reasonably practical and possible, the Implementation Plan and/or Implementation Agreement(s) for any proposed new Service, Capital Project, and/or change of Service, will contemplate the opportunity and option to opt in and/or opt out

by each Municipality;

subject always to the terms of the new or amended Implementation Agreement applicable to the proposed new Service, Capital Project, and/or change of Service.

7.8 In the event that:

- (a) the ICF Committee is unable to reach an agreement on a recommendation to provide to the councils of the Municipalities within \_\_\_\_\_ ( ) days of receipt of the initiation of the proposed new Service, Capital Project, and/or change of Service, and does not collectively agree to extend the time period; or
- (b) the municipal councils are unable to reach an agreement on the adoption or implementation of the recommendation of the ICF Committee in respect of a the proposed new Service, Capital Project, and/or change of Service within \_\_\_\_\_ ( ) days of the issuance of the recommendation of the ICF Committee, and do not jointly agree to extend the time period;

then any unresolved issues shall be dealt with through the Dispute Resolution Procedure. If urgency is needed, the initiating Municipality must note this in the initial notice, and the receiving Municipalities will make best efforts to accommodate a compressed timeframe.

## 8. IMPLEMENTATION PLAN

8.1 The initial plan for implementing the delivery of Services on an intermunicipal basis is attached as **Schedule "E"** to this Intermunicipal Collaboration Framework.

8.2 In respect of any changes to the delivery of Services as contemplated under this Intermunicipal Collaboration Framework including, without restriction, new Service, Capital Project, and/or change of Service contemplated under Article 7:

- (a) any recommendation of the ICF Committee; and/or
- (b) any agreement of the Municipalities respecting such new Service, Capital Project, and/or change of Service;

shall include a schedule for implementation of the new Service, Capital Project, and/or change of Service. The schedule for implementation of the proposed new Service, Capital Project and/or change of Service shall, upon being agreed to by the Municipalities, be deemed to form part of the Implementation Plan contemplated within this Intermunicipal Collaboration Framework.

## 9. CONFLICT

9.1 If any provision of this Intermunicipal Collaboration Framework conflicts with any provisions of an existing agreement between all or any of the Municipalities, the affected Municipalities shall:

- (a) direct the respective appropriate representatives of the affected Municipalities to meet as soon as reasonably possible following the identification of the dispute, for the purposes of resolving the conflict;
- (b) act reasonably and negotiate in good faith in order to address and/or accommodate the conflict including, without restriction, altering or rescinding the agreement that conflicts with this Intermunicipal Collaboration Framework; and

(c) in the event that the affected Municipalities are unable to reach an agreement within \_\_\_\_\_ ( ) days of the identification of the conflict, the outstanding matters in dispute shall be referred to be resolved under the Dispute Resolution Procedure.

**9.2** In the event that the affected Municipalities determine that this Intermunicipal Collaboration Framework requires alteration in order to address and/or accommodate the conflict, the Municipalities shall:

(a) direct the respective appropriate representatives of the Municipalities to meet as soon as reasonably possible following the identification of the need for alteration to this Intermunicipal Collaboration Framework, for the purposes of resolving the conflict;

(b) act reasonably and negotiate in good faith in order to address and/or accommodate the conflict including, without restriction, altering this Intermunicipal Collaboration Framework; and

(c) in the event that the Municipalities are unable to reach an agreement within \_\_\_\_\_ ( ) days of the identification of the need for alteration to this Intermunicipal Collaboration Framework, the outstanding matters in dispute shall be referred to be resolved under the Dispute Resolution Procedure.

**9.3** In any negotiation amongst all or any of the Municipalities as contemplated above, the Municipalities shall have regard to, and be guided by, the Collaboration Principles.

## **10. DISPUTE RESOLUTION**

**10.1** The Municipalities are committed to resolving any disputes in a timely, non-adversarial, and cost-effective manner.

**10.2** If any dispute arises between the parties regarding the interpretation, implementation or application of any agreement identified in this Intermunicipal Collaboration Framework, including the Intermunicipal Development Plans, or any alleged contravention of this Intermunicipal Collaboration Framework or the Intermunicipal Development Plans, or the inability of the Municipalities to agree upon reviews to and revisions of this Intermunicipal Collaboration Framework as required from time to time, the dispute will be resolved through the process and provisions outlined in the Dispute Resolution Procedure.

**10.3** The Dispute Resolution Procedure will include negotiation, mediation, and arbitration as progressive steps available to the parties in their efforts to resolve a dispute. If a dispute proceeds to arbitration, the arbitrator's order will be considered final and binding upon the parties, subject to a judicial review on a question of jurisdiction only.

**10.4** If the Municipalities become involved in a Dispute Resolution Procedure, they each shall continue to perform their obligations described in this Intermunicipal Collaboration Framework until the Dispute Resolution Procedure is complete, and subsequently, will comply with the agreed resolution or arbitration order.

**10.5** In any Dispute Resolution Procedure the Municipalities, their representatives, any mediator, and any arbitrator, shall have regard to, and be guided by, the Collaboration Principles.

**10.6** Upon the issuance of an arbitrator's order, or upon a negotiated or mediated agreement, the Municipalities will promptly update their respective Intermunicipal Collaboration Framework Bylaws, and/or Intermunicipal Development Plans, and/or any other affected statutory plans, to reflect any necessary changes including any applicable Implementation Plan.

**11. NOTICES**

**11.1** All notices related to this Intermunicipal Collaboration Framework or any related agreement may be sent in written or electronic form and shall be addressed as follows:

- (a) **Town of Claresholm**  
c/o Chief Administrative Officer  
PO Box 1000  
Claresholm, AB T0L 0T0  
**Attention: Marian Carlson**  
**FAX:** 403-625-3869  
**EMAIL:** marian@claresholm.ca
  
- (b) **Municipal District of Willow Creek**  
c/o Chief Administrative Officer  
273129 Highway 520 West  
Box 550  
Claresholm, AB T0L 0T0  
**Attention: Derrick Krizsan**  
**FAX:** 403-625-3886  
**EMAIL:** derrick@mdwillowcreek.com
  
- (c) **Town of Fort Macleod**  
c/o Chief Administrative Officer  
PO Box 1420  
Fort Macleod, AB T0L 0Z0  
**Attention: Susan Keenan**  
**FAX:** 403-553-2426  
**EMAIL:** skeenan@fortmacleod.com
  
- (d) **Town of Nanton**  
c/o Chief Administrative Officer  
PO Box 609  
Nanton, AB T0L 1R0  
**Attention: Neil Smith**  
**FAX:** 403-646-2653  
**EMAIL:** cao@nanton.ca
  
- (e) **Town of Granum**  
c/o Chief Administrative Officer  
PO Box 88  
Granum, AB T0L 1A0  
**Attention: Terry Hurlbut**  
**FAX:** 403-687-2285  
**EMAIL:** GranumInterimCAO@outlook.com
  
- (f) **Town of Stavely**  
c/o Chief Administrative Officer  
PO Box 249  
Stavely, AB T0L 1Z0  
**Attention: Candice Greig**  
**FAX:** 403-549-3743

**EMAIL:** candice.greig@stavelly.ca

- 11.2** Each Municipality may amend its address for notice and/or primary contact set forth above from time to time, upon providing notice in writing to the other Municipalities providing the new municipal address and/or primary contact information.

## SCHEDULE "A"

### INVENTORY OF SERVICES

As of the effective date of the Intermunicipal Collaboration Framework, the Services consist of the following:

1. **Transportation** – consisting of services, equipment and facilities required or related to the transportation of vehicles, persons and goods including, without restriction:
  - (a) road and sidewalk construction, repair, maintenance and service;
  - (b) bridge inspection and maintenance;
  - (c) street cleaning;
  - (d) snow clearing and grading;
  - (e) public transit and handibus operation; and
  - (f) \_\_\_\_\_;
  
2. **Water and Wastewater** – consisting of services, equipment and facilities required or related to the treatment and delivery of potable water and the collection and disposal of wastewater including, without restriction:
  - (a) water treatment and potable water supply and servicing including, without restriction:
    - (i) water treatment and storage of potable water;
    - (ii) transmission and distribution of potable water;
    - (iii) intermunicipal supply of potable water; and
    - (iv) construction, operation and maintenance of water treatment and potable water storage and distribution facilities;
  
  - (b) wastewater collection, treatment and disposal including, without restriction:
    - (i) collection and transmission of wastewater;
    - (ii) treatment, storage and disposal of wastewater;
    - (iii) intermunicipal transmission and acceptance of wastewater for treatment and disposal; and
    - (iv) construction, operation and maintenance of wastewater collection, transmission, treatment, storage and disposal facilities (including sewer flushing);
  
3. **Solid Waste & Recycling** – consisting of services, equipment and facilities required or related to the management and handling of solid waste and recyclables including, without restriction:
  - (a) residential curbside pickup, and commercial collection of solid waste;

- (b) construction, operation and maintenance of solid waste transfer stations;
- (c) transportation of solid waste to landfill facilities;
- (d) collection, sorting, sales and disposal of recyclables;
- (e) construction, operation and maintenance of landfill facilities;
- (f) closure and post-closure operation and maintenance of landfill facilities including ground water monitoring;
- (g) construction, operation and maintenance of composting facilities; and
- (h) coordination of toxic waste round-ups;

**4. Emergency Services** – consisting of services, equipment and facilities required or related to the response to emergencies including, without restriction:

- (a) fire suppression, including the application of equipment and training to extinguish fires either on land or in structures;
- (b) emergency response, including
  - (i) vehicle extraction;
  - (ii) swift water rescue;
  - (iii) HAZMAT response and containment;
  - (iv) \_\_\_\_\_;

together with other response to sudden unexpected happening or unexpected occasion for action in which events require trained firefighters to use their skill and judgment in the application of firefighting equipment or rescue equipment and techniques to manage the emergency scene;

- (c) construction, operation and maintenance of fire halls;
- (d) emergency preparedness and disaster management;
- (e) safety code inspections;
- (f) fire investigations;
- (g) establishment of standard operating guidelines;
- (h) training and certification of firefighters relating to all or any of the above;
- (i) review, evaluation, testing, repair, replacement, certification and/or bulk purchase of equipment relating to all or any of the above; and
- (j) \_\_\_\_\_;

5. **Recreation** – consisting of services, equipment and facilities that contribute to the physical, social, intellectual and creative well-being of individuals and/or the community including, without restriction:

- (a) establishment, construction, operation and maintenance of:
  - (i) parks (including spray parks);
  - (ii) recreational and sports facilities (including ice rinks, curling rinks, ball diamonds, spots fields, golf courses);
  - (iii) community halls and centres;
  - (iv) shooting and archery ranges;
  - (v) senior’s drop in centres;
  - (vi) agriplex;
  - (vii) aquatic centre;
  - (viii) libraries;
  - (ix) museums;
  - (x) campgrounds;
- (b) programs and activities that take place within the identified facilities;
- (c) special, heritage and cultural events;

6. **Drainage** – consisting of services, equipment and facilities required or related to the management of drainage including, without restriction:

- (a) collection transmission, storage and release of storm/drainage;
- (b) construction, operation and maintenance of storm/drainage collection, transmission, treatment, storage and disposal facilities (including storm water ditch maintenance);

7. **Social Services** – consisting of services, equipment and facilities that contribute to the social and family supports including, without restriction:

- (a) Family and Community Support Services;
- (b) day care centre;
- (c) playschool;
- (d) animal shelter (CAREs);
- (e) \_\_\_\_\_;

8. **Planning, Development & Licensing** – consisting of services, equipment and facilities required or related to planning, development, licensing and permitting including, without restriction:
  - (a) all development authority processes, including development permit applications and issuances;
  - (b) all subdivision authority processes, including subdivision applications and approvals;
  - (c) development agreements and management of construction of municipal infrastructure;
  - (d) subdivision and development appeals;
  - (e) issuance of business licenses and other permits or licenses;
9. **Safety Codes** – consisting of services, equipment and facilities required or related to administration of safety codes including, without restriction:
  - (a) building permit applications and approvals;
  - (b) building and safety code inspections;
  - (c) safety code compliance and enforcements;
10. **Community Peace Officers & Enforcement** – consisting of services, equipment and facilities required or related to bylaw enforcement and community peace officer including, without restriction:
  - (a) bylaw and traffic enforcement;
  - (b) community peace officer (bylaw enforcement, animal protection, dangerous dogs, environmental protection, fuel tax, gaming and liquor, trespass to premises, petty trespass and prevention of youth tobacco);
11. **Economic Development** – consisting of services, equipment and facilities required or related to economic development including, without restriction:
  - (a) joint economic development initiatives and related activities; and
  - (b) tourism and promotion;
12. **Weed and Pest Control** – consisting of services, equipment and facilities required or related to weed and pest control including, without restriction:
  - (a) weed control on municipal property, public works, and roadways; and
  - (b) \_\_\_\_\_;
13. **Cemeteries** – consisting of services, equipment and facilities required or related to cemeteries including, without restriction:
  - (a) ownership, operation, and funding of cemeteries; and
  - (b) sales and management of cemetery plots;

14. **Medical Clinic** – consisting of services, equipment and facilities required or related to local medical clinics including, without restriction:

- (a) facilitation of medical clinic and family practices;
- (b) ownership, operation, and leasing/licensing of medical clinic premises; and
- (c) physician recruitment and retention programs;

15. **Airport** – consisting of services, equipment and facilities required or related to airports including, without restriction:

- (a) ownership, operation, maintenance, and leasing/licensing of airport facilities and related premises; and
- (b) snowplowing and weed control;

16. **Information Technology and Communications** – consisting of services, equipment and facilities required or related to information technology (IT) and communications including, without restriction:

- (a) construction, ownership, operation, maintenance, and leasing/licensing of communications towers, facilities and related premises; and
- (b) shared and/or intermunicipal IT support services;

17. \_\_\_\_\_ – \_\_\_\_\_ ;

together with such further and other aspects of the implementation, management, governance, operation, delivery and funding of the foregoing services which from time to time may be undertaken and/or provided by the Municipalities individually, intermunicipally, or through Third Parties.

**SCHEDULE "B"**

**SERVICES DELIVERED OR TO BE DELIVERED ON AN INDIVIDUAL BASIS**

**SCHEDULE "C"**

**SERVICES DELIVERED OR TO BE DELIVERED ON AN INTERMUNICIPAL BASIS**

**SCHEDULE "D"**

**SERVICES DELIVERED OR TO BE DELIVERED BY THIRD PARTIES**

## SCHEDULE "E"

### INITIAL IMPLEMENTATION PLAN

1. **Existing Intermunicipal Services** – all Intermunicipal Services listed within **Schedule "C"** attached to this Intermunicipal Collaboration Framework which are shown as currently being provided on an intermunicipal basis are:

- (a) provided intermunicipally on a shared basis amongst the Municipalities listed within the "Shared With" column of the Intermunicipal Services list;
- (b) delivered by the Municipality noted as the lead or provider Municipality within the "Lead/Provider" column of the Intermunicipal Services list; and
- (c) funded on a shared costs basis (i.e. proportionate to benefit, use, service level, population base, or other basis negotiated from time to time) and/or on a fee for service basis;

all as more particularly defined within the specific Implementation Agreement applicable to each such Intermunicipal Service, and subject to amendments to or replacements of such Implementation Agreements from time to time;

2. **Planned Intermunicipal Services** – all Intermunicipal Services listed within **Schedule "C"** attached to this Intermunicipal Collaboration Framework which are shown as planned to become provided on an intermunicipal basis after the establishment of this Intermunicipal Collaboration Framework are:

- (a) planned to be:
  - (i) provided intermunicipally on a shared basis amongst the Municipalities listed within the "Shared With" column of the Intermunicipal Services list;
  - (ii) delivered by the Municipality noted as the lead or provider Municipality within the "Lead/Provider" column of the Intermunicipal Services list; \
  - (iii) funded on a shared costs basis (i.e. proportionate to benefit, use, service level, population base, or other basis negotiated from time to time) and/or on a fee for service basis;

all as more particularly defined within the specific Implementation Agreement applicable to each such planned Intermunicipal Service, and subject to amendments to or replacements of such Implementation Agreements from time to time;

- (b) planned to be discontinued by each participating Municipality on an individual or Third Party basis, as the case may be, upon:
  - (i) the commencement of the corresponding Intermunicipal Service by the Lead/Provider Municipality under the applicable Implementation Agreement;
  - (ii) if applicable, the transfer or other sharing arrangement for assets, facilities and/or staff necessary or convenient for the delivery of the Service on a intermunicipal basis; and

- (iii) the coordinated termination of any Third Party Service or Individual Municipal Service;

as more particularly agreed upon by the participating Municipalities within the specific Implementation Agreement applicable to each such proposed Intermunicipal Service; and

- (c) to be implemented under an Implementation Agreement within the time frame identified for each such proposed Intermunicipal Service within **Schedule “C”** attached to this Intermunicipal Collaboration Framework, unless extended by agreement of the participating Municipalities pursuant to the specific Implementation Agreement applicable to each such planned Intermunicipal Service, or otherwise;

and may be subject to such additions or revisions to the Implementation Plan as may be further agreed upon by the Municipalities participating within the each such planned Intermunicipal Service.

**3. Future Intermunicipal Services** – all future Intermunicipal Services which are proposed by a Municipality and/or the ICF Committee pursuant to the processes of Sections 7.1 to 7.8 of this Intermunicipal Collaboration Framework shall be implemented pursuant to an Implementation Plan agreed upon by the Municipalities participating in the future Intermunicipal Service, which process and plan may, without restriction, include and/or contemplate the following:

- (a) **ICF Subcommittee** – following the identification of a potential future Intermunicipal Service, the ICF Committee may create a subcommittee to:
  - (i) review the proposed future Intermunicipal Service, and any Capital Project associated with the proposed future Intermunicipal Service;
  - (ii) review the individual and intermunicipal needs for the proposed future Intermunicipal Service, and any Capital Project associated with the proposed future Intermunicipal Service;
  - (iii) review the merits of the proposed future Intermunicipal Service, and any Capital Project associated with the proposed future Intermunicipal Service
  - (iv) develop a more detailed recommendation respecting the proposed future Intermunicipal Service, and any Capital Project associated with the proposed future Intermunicipal Service, for consideration by the Municipalities;
  - (v) seek and obtain any advice of consultants or advisors which are determined to be necessary or valuable for the purposes of the proposed future Intermunicipal Service, and any Capital Project associated with the proposed future Intermunicipal Service;
  - (vi) undertake any other activity regarding the proposed future Intermunicipal Service, and any Capital Project associated with the proposed future Intermunicipal Service, as the ICF Committee may identify as terms of reference or scope of work for the identified subcommittee;
- (b) **Regional Services Study** – the undertaking of any number of regional service studies or investigations for the purposes of determining key facts, statistics, or other information relevant to the discharge or performance of the ICF Subcommittee’s duties, responsibilities, terms of reference and/or scope of work including, without restriction:

- (i) assessment of any proposed future Intermunicipal Service, and any Capital Project associated with the proposed future Intermunicipal Service;
  - (ii) development of recommendations for the ICF Committee; and
  - (iii) development of any plans for implementation of the proposed future Intermunicipal Service;
- (c) **Schedule** – a schedule for the review, recommendation, implementation, and commencement of the proposed future Intermunicipal Service;
- (d) **Implementation Plan** – development of an Implementation Plan to be agreed upon by the participating Municipalities, which plan may include, without restriction:
- (i) identification of the Municipalities participating in the proposed future Intermunicipal Service;
  - (ii) identification of the lead/provider Municipality or Municipalities, that will deliver of the proposed future Intermunicipal Service;
  - (iii) proposed start date(s) that the change or new Service will take effect;
  - (iv) strategy used to fund the applicable Service, including any Capital Project associated with the proposed future Intermunicipal Service;
  - (v) plans for carrying out any Capital Project associated with the proposed future Intermunicipal Service;
  - (vi) plans to phase out the existing Service delivery and to initiate the new mode of Service delivery;
  - (vii) plans for the phasing in or out of cost sharing, or other financial arrangements;
  - (viii) plans for any necessary changes to the applicable Intermunicipal Development Plans, and/or any other affected statutory plans, to reflect or accommodate the change of new Service being implemented;
  - (ix) review dates to evaluate the efficiency and/or effectiveness of the change and/or new Service, and the strategy used to fund the applicable Service; and
  - (x) whether or not, and/or the extent to which, the implementation shall be completed by an Implementation Agreement.

**SCHEDULE “F”**

**DISPUTE RESOLUTION PROCEDURE**

1. **Dispute** – In this Dispute Resolution Procedure, the term “Dispute” means and includes:
- (a) any disagreement or controversy between the Municipalities concerning any matter arising out of this Intermunicipal Collaborative Framework including, without restriction, where:
    - (i) the ICF Committee is unable to reach an agreement on a recommendation to provide to the councils of the Municipalities pursuant to Section 7.8 of this Intermunicipal Collaboration Framework;
    - (ii) the municipal councils of the Municipalities are unable to reach an agreement on the adoption or implementation of the recommendation of the ICF Committee pursuant to Section 7.8 of this Intermunicipal Collaboration Framework; and
    - (iii) \_\_\_\_\_
  - (b) any disagreement or controversy between Two (2) or more of the Municipalities concerning any matter arising out of this Intermunicipal Collaborative Framework including, without restriction, where:
    - (i) Two (2) or more of the Municipalities are unable to reach an agreement on an Implementation Agreement necessary to implement an Intermunicipal Service;
    - (ii) Two (2) or more of the Municipalities are unable to resolve a disagreement or controversy arising from, within or under an Implementation Agreement; and
    - (iii) \_\_\_\_\_

2. **Dispute Process** – In the event of any Dispute, the Municipalities agree that prior to commencing litigation, they shall undertake a process to promote the resolution of a Dispute in the following order:
- (a) first, by negotiation amongst the Municipalities involved in the Dispute;
  - (b) second, by review, discussion and negotiation of the ICF Committee;
  - (c) third, by way of Mediation; and
  - (d) fourth, by arbitration, if mutually agreed to in writing at the time of the Dispute, by the Municipalities.

Negotiation, mediation or arbitration shall refer to, take into account, and apply the intentions and principles stated by the Municipalities within this Intermunicipal Collaboration Framework including, without restriction, the Collaboration Principles.

3. **Negotiation** – A Municipality may give written notice (“**Dispute Notice**”) to the other Municipality or Municipalities involved in a Dispute, which notice will outline in reasonable detail the relevant information concerning the Dispute. Within seven (7) days following receipt of the Dispute Notice, the Municipalities identified in the Dispute Notice shall each appoint a representative to meet and attempt to resolve the Dispute through discussion and negotiation. If the Dispute is not resolved

within Thirty (30) days of receipt of the Dispute Notice, unless otherwise extended and/or agreed to by the Municipalities involved in the Dispute the negotiation shall be deemed to have failed.

**4. ICF Committee** – If the representatives cannot resolve the Dispute within such Thirty (30) day period by way of negotiation, then the Dispute shall be referred to the ICF Committee:

- (a) each Municipality involved in the Dispute will provide the ICF Committee with written notice outlining in reasonable detail the relevant information concerning the Dispute and the details of the matters in Dispute that are to be resolved, within Thirty (30) days after the date that negotiation has been deemed to have failed;
- (b) the ICF Committee will meet within Sixty (60) days from the date that negotiation has been deemed to have failed;
- (c) the ICF Committee will discuss the Dispute, negotiate (with or without the assistance of a facilitator) and attempt to resolve the Dispute; and
- (d) if the Dispute is not resolved within Sixty (60) days of the date that negotiation has been deemed to have failed, unless otherwise extended and/or agreed to by the Municipalities involved in the Dispute the attempted resolution of the Dispute by or through the ICF Committee shall be deemed to have failed.

**5. Mediation** – In the event the ICF Committee is unable to resolve the Dispute within such Sixty (60) day period, then the Dispute shall be referred to mediation:

- (a) if the Municipalities involved in the Dispute are unable to agree on the name of a mediator within Thirty (30) days from the date of the last meeting of the ICF Committee, any Municipality may apply to the Minister of Municipal Affairs to appoint a mediator;
- (b) the Municipalities involved in the Dispute will provide to the mediator with written notice specifying the subject matters remaining in Dispute, and the details of the matters in Dispute that are to be mediated, within Thirty (30) days after the mediator is agreed to or appointed;
- (c) the Municipalities involved in the Dispute will meet with the mediator within Sixty (60) days after the mediator is agreed to or appointed and will attempt to resolve the Dispute;
- (d) the costs of mediation shall be shared equally between the Municipalities participating in the mediation;
- (e) the mediator will prepare a report outlining any agreements between the Municipalities and a list of any outstanding items;
- (f) in the event that:
  - (i) Municipalities involved in the Dispute have failed to meet with the mediator within Sixty (60) days after the mediator is agreed to or appointed; or
  - (ii) the mediator is unsuccessful in resolving all matters comprising the Dispute by agreement of the Municipalities within Sixty (60) days from the date of the first meeting with the mediator;

unless otherwise extended and/or agreed to by the Municipalities involved in the Dispute the attempted resolution of the Dispute by or through mediation shall be deemed to have failed.

6. **Arbitration** – In the event a Dispute cannot be resolved through the foregoing negotiation and mediation, then the Dispute may be referred to arbitration:
- (a) any Municipality involved in the Dispute may refer the Dispute to arbitration by a single arbitrator by giving written notice (“**Arbitration Notice**”) to the other Municipalities involved in the Dispute, which notice:
    - (i) must be given within Sixty (60) days of the last meeting of the mediation; and
    - (ii) will specify the subject matters remaining in Dispute and the details of the matters in Dispute that are to be arbitrated;
  - (b) if the Municipalities involved in the Dispute are unable to agree on the name of a single arbitrator within Thirty (30) days from the date of the Arbitration Notice, any Municipality may apply to the Minister of Municipal Affairs to appoint an arbitrator;
  - (c) the Municipalities involved in the Dispute will provide to the arbitrator a copy of the mediator's report;
  - (d) the decision of the arbitrator shall be final and binding upon Municipalities involved in the Dispute;
  - (e) the *Municipal Government Act* and the Intermunicipal Collaboration Framework Regulation in force from time to time shall apply to powers of the arbitrator and to arbitration proceedings commenced pursuant to this Intermunicipal Collaboration Framework ;
  - (f) the costs of arbitration shall be shared equally between the Municipalities participating in the arbitration, subject to any award on costs by the arbitrator.



**MEMORANDUM / EXECUTIVE SUMMARY RE: DRAFT ICF & BYLAW**

With respect to the draft Intermunicipal Collaboration Framework document (the “ICF”) and related bylaw prepared for Municipal District of Willow Creek No. 26, Town of Claresholm, Town of Fort Macleod, Town of Nanton, Town of Stavely and Town of Granum (the “Municipalities”), we can provide the following context, explanation and summary:

1. **ICF Processes & Intentions** – while the MGA only requires that an ICF be established between municipalities that share a boundary, multiple party ICF documents have some significant value in ensuring that the broadest pool of resources and collaboration are used, casting the widest net for solutions. While optional as between municipalities that do not share a boundary, for those that share a boundary they are mandatory and do not end (i.e. they don’t expire, they get replaced with a new ICF);
2. **Regional Background** – given the extent to which the Municipalities already collaborate and deliver services intermunicipally, in addition to the joint cost savings and grant funding available for this undertaking the Municipalities are formalizing what they already do. This sets the stage for the evolution of the intermunicipal relationships, and the potential for greater benefits from the intermunicipal relationships;
3. **Principles & Participation** – as any ICF is a formalizing of a relationship, the relationship must be grounded in principles that are acceptable to the Municipalities. These are provided as “**Collaboration Principles**” in the ICF, which are intended to ensure that the activities of the Municipalities always seek to maximize the potential and value of collaboration where it can be found. Due to a variety of factors, not every potential intermunicipal collaboration or service will benefit every one of the Municipalities. As a result, the underlying principle of “participation” of Municipalities, and each Municipality’s own assessment and choice to participate in the Service, is maintained throughout;
4. **Framework for Services** – as alluded to in the name, the ICF is a *framework* for addressing how Services are provided. As a result, its primary task is to identify:
  - (a) **Services – Schedule “A”** – an inventory of all of the “Services” performed or provided by the Municipalities;
  - (b) **Individual Municipal Services – Schedule “B”** – which of those Services are provided, and are intended to continue to be provided, by the Municipalities on an individual basis;
  - (c) **Intermunicipal Services – Schedule “C”** – which of those Services are provided, and are intended to continue to be provided, by the Municipalities on an intermunicipal basis (and how that is achieved in terms of lead/provider municipality, and funding scheme);
  - (d) **Third Party Services – Schedule “D”** – which of those Services are provided, and are intended to continue to be provided, by the Municipalities through third party service providers;
5. **Change – New Service, Capital Project and/or Change of Service** – change can and should occur, as the intermunicipal service relationships evolve, as new needs arise, and as new solutions are discovered. Consequently, the ICF addresses the potential for future Intermunicipal Services, and a process to address how this may occur (Article 7 of the ICF). This provides an approach that is reasonable, in alignment with the history between the Municipalities, recognizes that participation of Municipalities is by their own agreement, and allows for proposals for new Intermunicipal Services from individual Municipalities or from the on-going work of the ICF Committee (and its ICF Subcommittees, as applicable). In short, an organized and sustainable approach to collaboration in the long term;
6. **Governance and Implementation Structure** – the proposed on-going operation of the ICF is best summarized as follows:
  - (a) **ICF Committee** – comprised of Two (2) elected representatives from each Municipality, with the CAO’s providing an advisory role, will continue its on-going work to consider, review, and make

recommendations on the management and delivery of Services intermunicipally, communicate with the respective Councils, and provide overall oversight for the on-going ICF. This is the forum for potential collaboration and intermunicipal delivery of Services. However, the level of detail that can be addressed is limited by the direct knowledge and experience of the committee, and therefore more detailed undertakings may be delegated to subcommittees;

- (b) **ICF Subcommittees** – the ICF Committee may establish any number of ICF Subcommittees for specific tasks, or for oversight and continuous evolution in a particular areas of Services. The Municipalities have already contemplated and/or utilized committees (in this context, subcommittees of the higher level ICF Committee) addressing areas of services such as “Recreation”, “Emergency Services”, etc. The subcommittees can delve deeper into Services, and develop effective options for the ICF Committee to consider and ultimately provide recommendation to the Municipalities and their Councils;
  - (c) **Recommendations to Councils** – ultimately, the ICF Committee will be develop recommendations regarding the potential for intermunicipal delivery of Services (as a new Service, a new Capital Project related to Services, or a change to how a Service is delivered), for consideration by the Municipalities and their respective Councils;
  - (d) **Participation & Agreement in Principle** – upon review of recommendations from the ICF Committee respecting a potential new Service, Capital Project and/or change of Service, the respective Councils of the Municipalities may consider the recommendation and the respective Municipality’s participation. In each case, the respective Councils determine their own interest in participating in the proposal;
  - (e) **Implementation Plan & Agreement** – once there is agreement in principle amongst Two (2) or more of the Municipalities, the plan for implementing the new Service, Capital Project and/or change of Service must be developed, finalized and carried out. In the vast majority of instances, this will be implemented (and governed, operated, funded, etc.) under and pursuant to an agreement (an “**Implementation Agreement**”) between or amongst the participating Municipalities. These can be as simple as a cost sharing arrangement for a snowplow or weed control service, or as complex as an intermunicipal water supply agreement or a regional fire/emergencies services agreement. The end result is certainty of how the new Service, Capital Project and/or change of Service is provided, who is the lead/provider, and how it is funded;
7. **Disputes** – key to the relationships being formalized in the ICF is the resolution of disagreements, impasses in negotiations, and even disputes between or amongst the Municipalities in a manner that is constructive and respectful of the Collaboration Principles, while also ensuring appropriate levels of municipal independence and decision-making. A staged and clear process is provided (Schedule “F” to the ICF); and
8. **Term, Review & Replacement** – as alluded to above, the relationships between the Municipalities never ends and so the ICF also has no term as agreements traditionally have. The ICF must be formally reviewed every Five (5) years, and this may result in revisions and updates to the content of the ICF. While the ICF does not expire, it may be replaced at any time with a new, alternative or replacement ICF which may or may not involve all of the Municipalities – e.g. conceivably the MD and a Town may choose to create a new separate ICF as between only the two of them. However, as noted above the benefit and value of a multi-municipality ICF, and associated on-going collaboration processes, in many or most cases would likely outweigh the simplicity of one-off/individual ICF’s. As a result, the ICF proposes that it continues until replaced as contemplated under the MGA.

For more detailed comments on the draft ICF, please refer to the attached **Appendix of Detailed Comments** provided to the administrations of the Municipalities.



**Town of Claresholm  
Income Statement by Object  
October 31, 2019**

<b>Revenue</b>	<b>OCTOBER</b>	<b>2019 YTD</b>	<b>2019 BUDGET</b>
Net municipal taxes	728.74	(3,505,229.85)	(3,213,352.32) <b>1</b>
Special assessments	-	(13,010.07)	(12,934.00)
User fees and sales of goods	(310,487.67)	(1,992,015.97)	(2,601,840.00)
Government transfers for operating	-	(127,504.50)	(247,188.35)
Investment income	(10,309.30)	(86,528.38)	(70,000.00) <b>2</b>
Penalties and costs of taxes	(3,362.63)	(77,315.82)	(126,000.00) <b>3</b>
Licenses and permits	(600.00)	(80,743.02)	(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	(14,757.42)	(172,749.71)	(206,609.00)
Rental	(10,660.71)	(73,437.21)	(113,250.00)
Other	(4,162.27)	(50,796.15)	(35,650.00)
Government transfers for capital	-	(208,482.00)	(3,380,331.00) <b>4</b>
FCSS	(32,349.84)	(247,635.00)	(292,000.68)
	<b>(385,961.10)</b>	<b>(6,726,058.68)</b>	<b>(10,507,455.35)</b>
<b>Expenses</b>			
Salaries, wages and benefits	222,804.32	2,413,393.19	3,065,388.00
Contracted and general services	71,920.65	1,126,161.85	1,401,576.70
Materials, goods, supplies, and utilities	144,787.56	956,095.53	1,294,626.00
Bank charges and short-term interest	72.72	175.23	-
Interest on long-term debt	-	109,024.14	194,030.00
Other expenditures	1,942.45	23,320.03	31,440.00
Transfers to organizations and others	1,891.38	335,342.27	401,917.00
Purchases from other governments	-	-	-
Amortization	-	-	1,861,047.00 <b>5</b>
	<b>443,419.08</b>	<b>4,963,512.24</b>	<b>8,250,024.70</b>
<b>Net Income</b>	<b>57,457.98</b>	<b>(1,762,440.98)</b>	<b>(2,257,430.65)</b>
<b>Other</b>			
Transfers to/from reserves	-	-	(318,778.35)
Capital expenditures	14,232.50	1,438,143.49	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)
	<b>71,690.48</b>	<b>(124,694.62)</b>	<b>-</b>

**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.



**Town of Claresholm**  
**Income Statement by Function**  
**October 31, 2019**

Revenue	OCTOBER	2019 YTD	2019 BUDGET
Tax and requisition revenue	(25,766.61)	(3,828,687.77)	(3,554,761.32) <b>1</b>
General administration revenue	(3,786.04)	(192,001.22)	(276,800.00) <b>2</b>
Police	(1,252.45)	(19,186.11)	(33,000.00)
Fire	(1,400.00)	(12,700.00)	(77,069.00)
Bylaw enforcement	(431.55)	(19,410.68)	(50,400.00) <b>3</b>
Roads, streets, walks, lighting	-	(28,420.00)	(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	(169,619.77)	(1,230,036.08)	(1,560,500.00)
Wastewater treatment and disposal	(48,212.28)	(284,690.76)	(390,162.00)
Garbage Collection	(56,786.26)	(342,839.12)	(413,500.00)
Recycling	(22,529.81)	(132,425.11)	(163,500.00)
FCSS	(32,349.84)	(247,635.00)	(292,000.68)
Cemetery	(1,750.00)	(15,050.00)	(17,500.00)
Physician recruitment	-	-	-
Economic development	(2,800.00)	(23,763.33)	(46,328.35)
Land use planning, zoning and development	(950.00)	(48,808.02)	(66,600.00)
Parks and recreation	(19,229.72)	(281,523.01)	(753,220.00) <b>2</b>
Culture - libraries and museum	903.23	(7,769.56)	(21,291.00)
	<u>(385,961.10)</u>	<u>(6,726,058.68)</u>	<u>(10,507,455.35)</u>
<b>Expenses</b>			
Legislative	20,541.12	88,469.24	113,500.00
Administration	76,495.39	1,027,261.14	1,321,232.00
Fire	15,614.05	157,543.88	275,145.00
Bylaw enforcement	8,878.75	107,533.62	112,475.00
Common and equipment pool	29,451.86	381,840.97	581,187.00
Roads, streets, walks and lighting	59,378.08	410,654.57	808,845.00
Airport	820.94	10,340.12	16,077.00
Storm sewers and drainage	164.63	3,694.44	280,265.00
Water supply and distribution	76,536.58	639,448.11	1,317,699.00
Wastewater treatment and disposal	9,175.51	115,759.14	534,436.00
Garbage Collection	22,103.93	279,154.87	391,734.00
Recycling	11,800.63	120,470.76	173,437.00
FCSS	15,749.79	216,969.56	314,109.00
Daycare	3,183.50	31,835.00	38,202.00
Cemetery	891.88	21,094.58	20,661.00
Physician recruitment	-	1,050.00	3,000.00
Economic development	10,190.22	243,463.60	276,863.70
Agriculture - weed and pest control	4,649.00	12,233.94	50,146.00
Land use planning, zoning and development	7,502.40	156,328.38	208,042.00
Parks and recreation	61,471.54	626,706.82	1,033,039.00
Culture - libraries and museum	8,819.28	311,659.50	379,930.00
	<u>443,419.08</u>	<u>4,963,512.24</u>	<u>8,250,024.70</u>
<b>Net Income</b>	<u><b>57,457.98</b></u>	<u><b>(1,762,440.98)</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.



**Claresholm**

# INFORMATION BRIEF

Meeting: December 9, 2019  
Agenda Item: 22

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## MD CIRCULATION

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The MD of Willow Creek has circulated the Town of Claresholm on an update to the application 111-19, Fortress Developments Inc. (Jason Toone) (see attached). This application was heard by the MD Municipal Planning Commission on November 20, 2019. The application was for an extension of the hours of operation for the drift club that already had been granted approval for the use at the airport. The hours currently are weekend hours. The application was to extend the hours Monday-Friday 8 am to 8 pm in addition to the already approved weekend hours.

The application was tabled following that meeting on November 20, 2019 to gather further information. The Town has now received the attached correspondence dated November 29, 2019 stating that the application has been withdrawn.

ATTACHMENTS:

1. MD circulation notice

PREPARED BY: Tara VanDellen, Planner/Development Officer

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APPROVED BY: Marian Carlson, CLGM, CAO

DATE: December 4, 2019

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# Municipal District of Willow Creek

Office of the Administrator

*www.mdwillowcreek.com*  
#26, Highway 520 West,  
Box 550, Claresholm Alberta T0L 0T0

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

November 29, 2018

RECEIVED  
DEC - 3 2018

Adjacent Landowners

**Re: DEVELOPMENT APPLICATION NO. 111-19 - 'WITHDRAWN'  
'Request to extend the existing business operations days and hours'**

In reference to the above and for your information, please be advised the applicant has withdrawn the Development application no. 111-19.

If you have any questions, contact Cindy Chisholm at 403-625-3351 ext. 235 or email [chisholm@mdwillowcreek.com](mailto:chisholm@mdwillowcreek.com)

Thank you,

Cindy Chisholm  
Manager of Planning & Development

/cc

**THE MUNICIPAL DISTRICT OF WILLOW CREEK NO. 26**  
#26-Hwy 520, Box 550, Claresholm, Alberta T0L 0T0  
Phone: (403) 625-3351 Fax: (403) 625-3886  
Email: [development@mdwillowcreek.com](mailto:development@mdwillowcreek.com)

RECEIVED  
NOV - 5 2019

**NOTICE OF MUNICIPAL PLANNING COMMISSION MEETING**

**Form B**

**Application No. 111-19**

**TO: 1 mile radius**

**Notice is hereby given that an application is being made for a development permit with regard to the following:**

**NAME OF APPLICANT:** Jason Toone (Fortress Developments Inc.)

**TYPE OF DEVELOPMENT:**

Request to extend the business operations days and hours;

- 8:00 a.m. – 8:00 p.m. Monday to Friday
- 10:00 a.m – 6:00 p.m. Saturday and Sunday

**LEGAL DESCRIPTION OF SITE:** Lot 2, Block 13, Plan 8810634 (Ptn. SW 21-12-27-W4)

**PLACE OF MEETING:** Municipal Administration Building, Claresholm

**TYPE OF MEETING:** Regular Municipal Planning Commission

**DATE OF MEETING:** Wednesday, November 20, 2019 at 9:00 a.m.

This development application and all associated information are available for viewing at the Municipal Office at the address shown above during normal hours of operation, or on our website at [www.mdwillowcreek.com](http://www.mdwillowcreek.com).

Any person affected by the said proposal has the right to present a written brief prior to the hearing and/or to be present and be heard at the meeting. Any information submitted will become available to the public and may also be shared with the applicant and appropriate government/other agencies and is subject to the provisions of the *Freedom of Information and Protection of Privacy Act (FOIP)*. If you have any questions, please contact The Municipal District of Willow Creek No. 26.

Persons requesting to be heard at the meeting shall submit a written request to be heard to the development officer not later than:

November 15, 2019 (10 consecutive days from the date of this notice)

**DATE:** November 1, 2019

**SIGNED:**

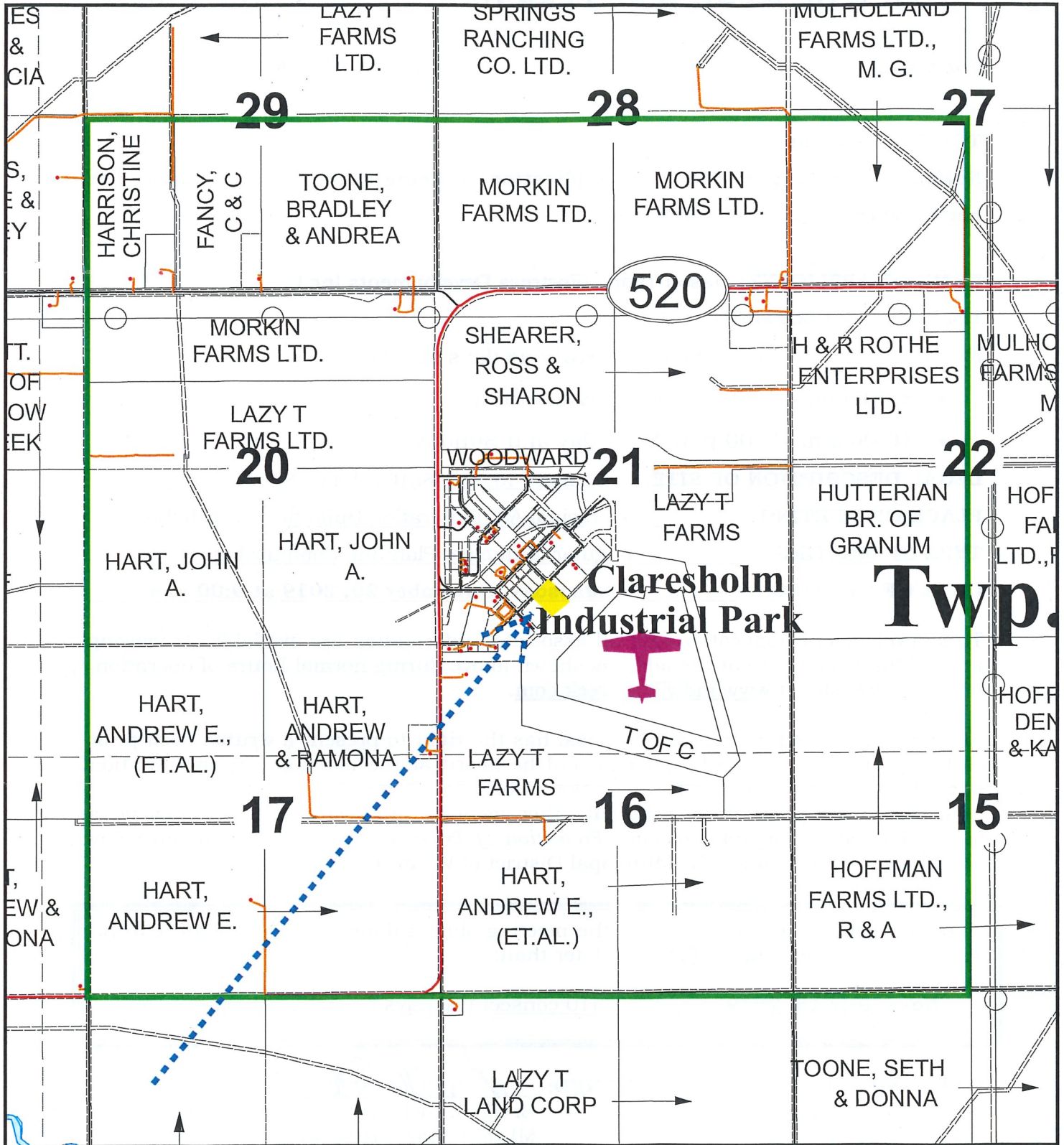
Brenda Stockton  
Brenda Stockton/Development Officer  
MD of Willow Creek No. 26



*Development Permit No. 111-19*

*Location: Lot 2, Block 13, Plan 8810634*

*Claresholm Industrial Area (CIA)*



*Applicant: Jason Toone (Fortress Development Inc.)*



# INFORMATION BRIEF

Meeting: December 9, 2019

Agenda Item: 23

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## CLARESHOLM FIRE DEPARTMENT CHRISTMAS SOCIAL – DECEMBER 18, 2019

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### DESCRIPTION:

The Claresholm Fire Department is having a Christmas Social for members on Wednesday, December 19<sup>th</sup> at the Claresholm Fire Hall. The fire department is extending an invitation to Mayor MacPherson and members of the Emergency Services Committee and Council to join them starting at 6:00 p.m.

PREPARED BY: Karine Keys, Finance Assistant, CLGM

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APPROVED BY: Marian Carlson, CLGM, CAO

DATE: December 5, 2019

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# CAO REPORT

December 9, 2019

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

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## **BYLAW ENFORCEMENT**

[See enclosed report](#)

## **CORPORATE SERVICES**

[See enclosed report](#)

## **DEVELOPMENT**

[See enclosed report](#)

## **ECONOMIC DEVELOPMENT**

[See enclosed report](#)

## **EMERGENCY MANAGEMENT/SAFETY**

[See enclosed report](#)

## **FCSS**

[See enclosed report](#)

## **FIRE**

[See enclosed report](#)

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# INFRASTRUCTURE SERVICES

[See enclosed report](#)

# RECREATION

[See enclosed report](#)

# UTILITY SERVICES

[See enclosed report](#)

Respectfully submitted by

Marian Carlson, CLGM  
CAO

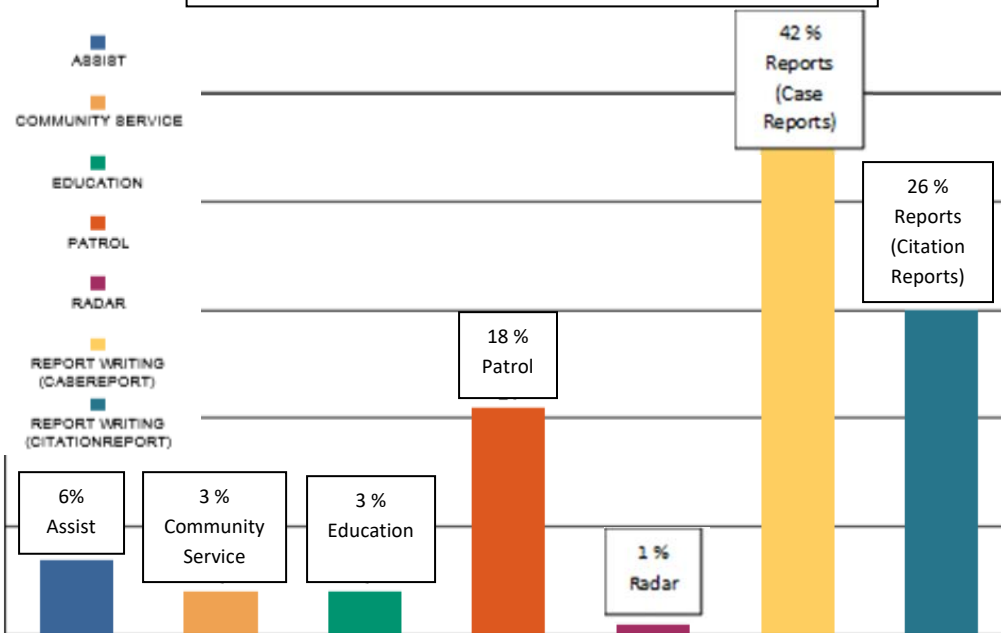


# INFORMATION BRIEF

Meeting: December 9, 2019  
 Agenda Item: CAO REPORT

## BYLAW ENFORCEMENT REPORT October 2019

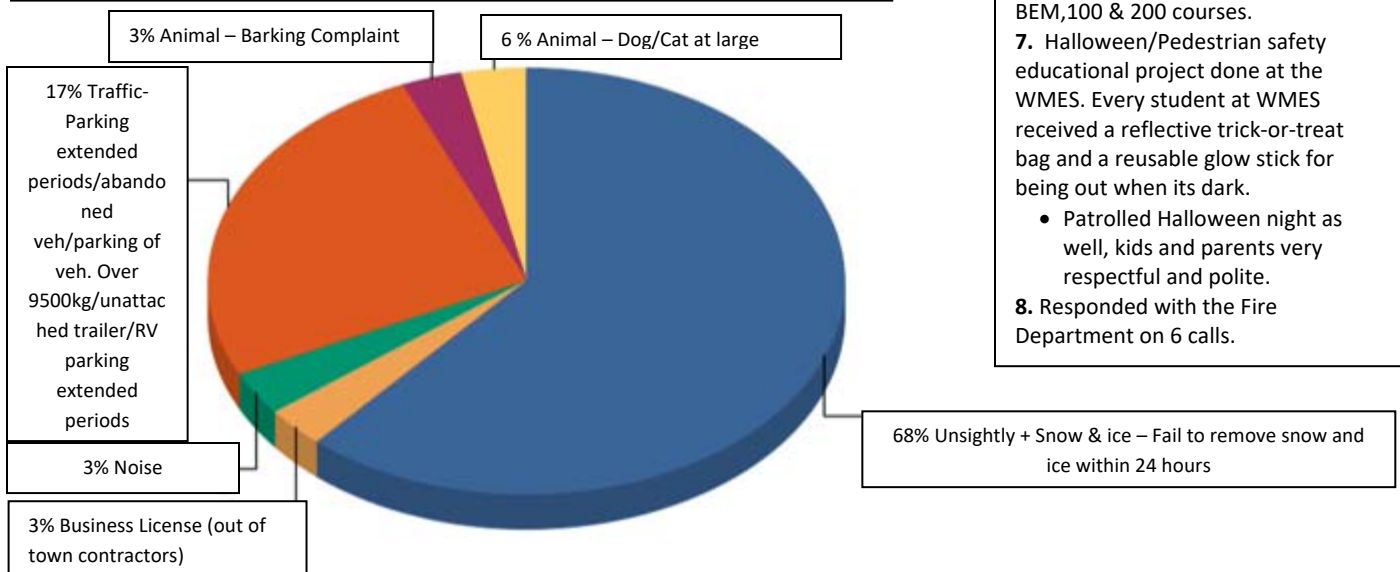
### Community Engagement in October



### October Enforcement Highlights:

1. Warnings issued to Semi trucks parking along 2<sup>nd</sup> St East. (overnight parking)
2. First snowfall for the winter season occurred on October which brought about some friendly reminders to residents about cleaning their sidewalks and NOT to place snow in the streets from private property.
3. Began planning the Grade 9 Risk Reduction Program (held on November 13<sup>th</sup>)
4. Working with MD Peace officers on issues with the MD garbage drop off sight at the town shop. MD residents are dropping household garbage off on the wrong days and it becomes a mess in the area.
5. Wind event Oct 25, had many calls for safety concerns from large broken tree branches around town. Worked with public works to remove downed trees.
6. CPO 1 has completed ICS – BEM,100 & 200 courses.
7. Halloween/Pedestrian safety educational project done at the WMES. Every student at WMES received a reflective trick-or-treat bag and a reusable glow stick for being out when its dark.
  - Patrolled Halloween night as well, kids and parents very respectful and polite.
8. Responded with the Fire Department on 6 calls.

### Bylaw Infractions/Complaints/Actions in October



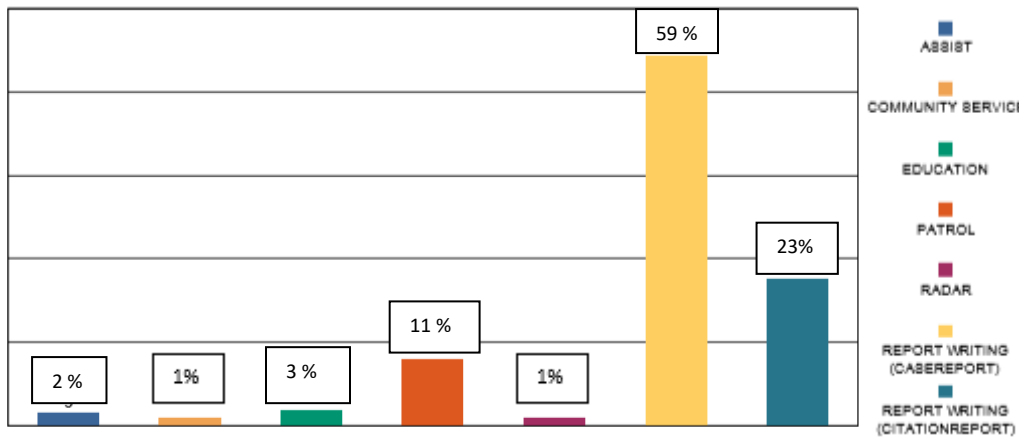


# INFORMATION BRIEF

Meeting: December 9, 2019  
 Agenda Item: CAO REPORT

## BYLAW ENFORCEMENT REPORT November 2019

### Community Engagement in November 2019



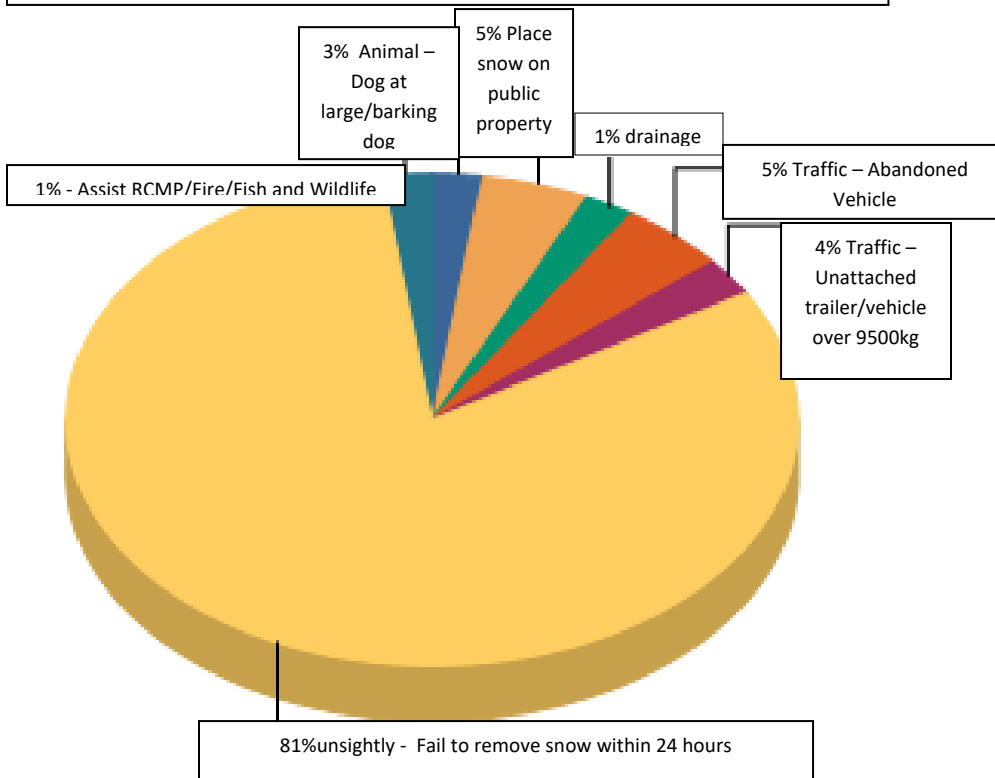
### November newspaper Highlights:

- Reminder to clear snow and ice from the sidewalk within 24 hours of a snow deposit.
- Information that 72 Hr's is maximum time for parking on public roadways

### November Enforcement Highlights:

1. CPO completed Child Seat Technician course
2. TSA tickets issued = \$943.00
3. Moved Speed information signs to random locations to try and slow down traffic to posted speed limit signs.
4. Risk Reduction Workshop was Nov 13<sup>th</sup>, Grade 9 students found it very educational and a great thing to do.
5. Served many notices for Snow removal. A few had to be cleared by contractor.
6. Complaints about skunks in town, and what can be done to remove them.
7. Cars and trucks parked over 72hrs being an issue, notices being handed out.
8. Commercial trucks parking along 2<sup>nd</sup> E have had notices given to them.
9. Responded with Fish and Wildlife on capture of wild animal in town.
10. Assist RCMP on Two separate calls.

### Bylaw Infractions/Complaints/Actions in November



## DIRECTOR OF CORPORATE SERVICES - UPDATE



**Claresholm**

*For: 9/23/2019 - 12/6/2019*

### Financial

- 2020 Operating and Capital budget discussions have been ongoing with the Audit and Finance Committee and the Facility and Infrastructure Planning Committee. Last week these budgets were finalized with these committees and recommended to Council for adoption.
- Transition of our banking services moving from ATB to BMO is well underway with most services set up and completely transitioned over to BMO. Some services/products are still with ATB, but we are addressing each service one at a time. Services that are still in progress is switching our point of sale debit machine system to BMO, setting up our Line of Credit with BMO, and working with funders/customers who pay via direct deposit to get our banking information updated with them. Our ATB account will remain open and active for a period of time to ensure all these get updated appropriately without causing payments to bounce. BMO has been great to work with thus far.
- Working with a company called Rise to move our time sheets and accruals (i.e. sick time, vacation, etc) to an online system to simplify the administration and approvals of time sheets, time off requests, and tracking of accruals. Hopefully will be active in this system by the New Year.
- Yearend is fast approaching and we will begin preparation for the Audit of the 2019 fiscal year.
- Working with benefits provider to find cost savings which looks promising.

### General

- Granum passed a vote with significant majority to dissolve into the MD of Willow Creek No. 26. We are uncertain of the timing of this dissolution, therefore in the meantime I will be continuing my assists to the Town of Granum with Financial Management and Bookkeeping matters. We will be preparing for their 2019 Audit shortly as well.
- Assisting the Transportation Society on a couple occasions to help them get their books in order, and help them get off on the right foot moving forward.
- Policy review and updates continue. At the beginning of 2019 Administration started a full review of the Town's Policy Manual as it was noted there were many outdated policies. Since that time we have issued 69 new or updated policies and rescinded another 20. There are another 25 policies that have not yet been updated or reviewed. This is approximately 80% complete.
- Completed the last steps for our CPO Program Review by updating Policies as per the Solicitor General's Office recommendations. Overall the review of our program was very positive.
- Working with the Library Manager to update some processes to properly follow the Alberta Libraries Act, including accepting the Library Boards Bylaws and appointing the review for the Library Boards Financials.

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

# DEVELOPMENT OFFICER REPORT

*For: 10/25/2019 - 12/4/2019*



## **Development Permits**

- ❖ 10 permit applications received.
- ❖ 6 development permits closed.

## **Compliance Requests**

- ❖ 4 compliance requests received.
- ❖ 2 Environmental search letter requests received.

## **Miscellaneous**

- ❖ MPC meeting – November 8, 2019. FIPC meeting – October 29 & November 26, 2019.
- ❖ ICS 200 training completed Oct 31/Nov 1, 2019 & attended table top disaster training – ICS training, November 26, 2019.
- ❖ Local Press Ads: MPC approved Developments Ad, road closure public hearing advertisements.
- ❖ Discussions with Factor Five and associated consultants on Brownfield remediation opportunities.
- ❖ Lease agreement completed with the Station for use of Mackin Hall. Lease agreement revisions drafted for the Golf Course & Food Bank.
- ❖ Completed Planning Law course through the U of A extension campus in regards to the Applied Land Use Planning program. This course examined planning law with specific consideration of Alberta legislation and case law; particularly, land use bylaws, planning documents, and the roles of planning and development authorities (with all applicable MGA updates). Legal aspects of the preparation of land use planning documents, issues of intermunicipal planning, subdivision and condominium approvals, effective and enforceable development agreements, environmental considerations in land use and planning, enforcement of land use bylaws, and development permits were also explored.

## **On-going projects**

- ❖ Multi-use building project – Tenders will close Dec 17, 2019. There has been lots of interest in the project & site visits. A question & answer sheet was provided on APC as an addendum to the project. No project components have been altered at this time. Nov 5, 2019 – met Food Bank at old recycling center for a tour.
- ❖ Annexation – The report has been completed and sent to the MGB.
- ❖ Starline Business Park – continued work with WSP regarding updated numbers for off-site levy bylaw investigation.
- ❖ IDP discussions ongoing, meeting held with planners and administration October 29, 2019.
- ❖ Adhoc Committee Amundsen Park re-design – Currently waiting for grant application response for the Lions Gazebo project. Kinsmen will submit their playground application in January. Detailed design component proposal referred to budget discussions.
- ❖ Participated in a webinar on November 20<sup>th</sup> in regards to the CARES grant. Submitted the CARES application for an Infrastructure Master Plan/Water Study for the Town. We were able to submit 11 letters of support of the application, from our MP, MLA, developers, engineering firms, industry, and the Chamber of Commerce.
- ❖ Continued work with the Chamber and WCCHS sports society on grant applications for 2020 upgrade projects. Will continue to work with the sports society for grants for track line painting.

*Submitted by  
Tara VanDellen  
Planner/Development Officer*

# **Economic Development Officer's Report**

Town of Claresholm

December 4, 2019



Prepared by Brady Schnell for the CAO of the Town of Claresholm, and its Council.

Since the submission of the October 23, 2019 report I continue to perform my duties and responsibilities as outlined in my employment contract, and as directed by the Chief Administrative Officer and Economic Development Committee. This report provides a summary of the committee operations and a progress-report for ongoing projects and assignments.

## **Economic Development Office**

The EDO has completed the transition of all digital Economic Development files from the previously used One-Drive, to the Town of Claresholm Server. This completes the re-organization of all EDO folders from 2016 to-date.

## **Economic Development Committee**

The EDC held its regular meeting November 18, 2019, eight of ten members were in attendance, the agenda included the EDC 2020 Operating Budget, the Labour Market Partnership Grant, the Settlement Integration and Language Projects Grant, the Claresholm Wayfinding Signage Project, and the consideration of Housing and Social needs assessments by the Alberta Rural Development Network. The committee approved the EDC 2020 Operating Budget, approved the submission of the LMP grant application, accepted the SILP grant application as information, and approved the delay of the Claresholm Business Conference until the results of the LMP grant are in. The next meeting is scheduled for December 16, 2019.

## **Claresholm & District Chamber of Commerce**

The EDO coordinated Labour Market Partnership grant planning sessions for the Chamber, Community Futures and EDC on the evenings of November 11<sup>th</sup> and November 13<sup>th</sup>. EDO was in attendance for the November 20, 2019 regular Chamber meeting, and presented on the Labour Market Partnership Grant process, and the resulting application.

All stakeholders are now satisfied with the application. The EDO reviewed the application again with Eric Burton of Factor-5 and a Workforce Consultant with the Ministry of Labour and Immigration, before submitting it on December 2, 2019.

## **Industrial Airport**

As of now there are at least three (3) owners with buildings and/or land intended for cannabis grow operations at the airport. Custom Cannabis is the only grower in our area with a cultivation license at this time, however the trend continues and is something to build on.

On Monday December 2, 2019 site-selectors from the United States and France, representing the interests of a major multinational company were in Claresholm for the third time, considering development of a facility at the Industrial Airport. The EDO coordinated introductions with elected officials and administrators from the Town and the MD of Willow Creek, as well as a tour of the industrial airport, and a digital information package to take home.

### **Rural and Northern Immigration Pilot**

The EDO has taken action to reduce the amount of time spent fielding phone calls, emails, and in person visits.

- All RNIP correspondence has been moved to [immigration@claresholm.ca](mailto:immigration@claresholm.ca).
- Brochures are available at the Town Office directing in-person visitors on how to proceed.
- The EDO voicemail has been changed to direct all RNIP callers to the email system.
- New content for the Town website is nearly complete, the EDO has been working with contracted web developers to launch a new page for everything RNIP related.

The IRCC program administration team from Ottawa were in Claresholm October 24<sup>th</sup> and 25<sup>th</sup> to perform training sessions for the EDO and EDC members. Providing context for immigration in Canada and Alberta, defining employer and applicant criteria, and preparing to sign the Memorandum of Understanding were all elements of training. The EDO also hosted an evening employer session for more than a dozen local employers interested in the program.

November 9, 2019 the EDO hosted the Town Council Open House on Rural Immigration. The Town Mayor and Council, members of the EDC, Town Administration, MP John Barlow, MLA Roger Reid, and more than 130 guests were in attendance. Half the room were visitors from other areas of Alberta and British Columbia interested in coming to Claresholm, and the other half were locals. The agenda included immigrant success stories from Claresholm, experiences of employers, the federal and provincial perspective, a detailed overview of the RNIP program, and more than an hour of question and answer period.

The EDC has since met November 22<sup>nd</sup> and December 2<sup>nd</sup> to determine and define the employer and applicant criteria filters and scoring system that will be specific to Claresholm. The MOU is expected to be complete by the end of December 2019.

On November 22 the EDO hosted the Minister of Labour and Immigration Jason Copping, as well as MLA Roger Reid, MLA Muhammed Yaseen, President of the Chamber, Mayor of Council and Council members of EDC for a discussion about Rural Immigration in Claresholm and Alberta. The meeting included a lot of information sharing, ideas about collaboration, and the opportunity to highlight Claresholm's SILP and LMP grant applications being submitted to the department of Labour and Immigration.

### **Alberta Urban Municipalities Association**

AUMA is interested in performing a research study focused on the potential impact that the RNIP program will have on Claresholm over 5, 10, even 15 years. The notion is still in development.

### **Shingle Sign Program**

The first shingle sign has been installed at Willow Tree Designs. Range Bud has also been made and is ready to install, MaxWell Reality has requested the third shingle sign, and Blackwood Coffee will be the fourth. The uptake on this program is really positive.

### **Wayfinding Signage Program**

Budgetary restrictions has required the EDC to reconsider the roll-out of the Wayfinding Signage program. The EDC have requested additional information from two of the proposals, EDO will bring back for review in January 2020.

### **Settlement Languages and Integration Program**

The EDO was in Calgary on October 28<sup>th</sup> to meet with CCIS and FCIS to complete the SILP application, which was submitted by November 8, 2019.

### **University of Lethbridge**

The EDO extended an invitation to the University of Lethbridge Research department and the head of Partnerships and Grants. The invitation was well received and on November 21, 2019 the VP Research, Manager of Government Relations, Head of Partnerships and Grants, and the Dean of Arts and Science came to Claresholm and toured El Molino, and Custom Cannabis. The EDO provided a full package including highlights about Meadow Creek Sausage, the RNIP program, and the upcoming Candeo Growth fertilizer ability.

### **Other Updates and Activity**

- Attended Emergency Training in Coalhurst on October 29, 2019
- Submitted Celebrate Canada Grant Application for the July 1, 2020 festivities.
- Met with Dr. Roisin Dempsey to discuss healthcare supply and demand in Claresholm
- Attended the first Winterfest planning meeting November 6, 2019
- Attended Lethbridge College Advisory Committee November 18, 2019
- Attended 1-day Cultural Competency Workshop by AAISA in Lethbridge, November 19, 2019
- Met with three EDC members who could not attend the November meeting to assure they are aware of the many ongoing projects and 2020 draft budget.

Submitted,

Brady Schnell, Economic Development Officer

# DEM AND SAFETY OFFICER REPORT



**For: 12/5/2019**

## Director of Emergency Management (DEM)

The Town of Claresholm staff and elected officials have worked hard this year to meet the provincial regulations set forth in the Local Authority Emergency Management Regulation (LAEMR), with the guidance and aid of the Alberta Emergency Management Agency (AEMA).

The key pieces Claresholm staff and Council have worked on throughout the year are:

1. Reviewing and establishing a current Emergency Management bylaw,
2. Updating the emergency management committee and the emergency management agency,
3. Fostering collaborative relationships with our regional municipal partners and agencies especially the M.D. of Willow Creek #26,
4. Identified the training needed, with the elected officials leading the way by taking the Municipal Elected Officials course, and staff that hold key positions in the emergency response organizational structure have taken Basic Emergency Management, Incident command Systems 100, 200 and ICS 300 (ICS 300 is scheduled for April 2020),
5. The Community Emergency Management Program (CEMP) was utilized by CAO Marian Carlson to do a self-assessment and a risk assessment,
  - The third part of the CEMP process is to evaluate and update our Municipal Emergency Management Plan, which we are currently in the process of finalizing.
6. Established a community evacuation plan
7. Established a public information package about our emergency response plan. As well as a public information package of the evacuation plan and individual 72-hour emergency preparedness plans (E-Prep),
  - We have begun planning for a community E-Prep workshop event for May 2020.

As per the LAEMR on November 26th we successfully completed our tabletop exercise (semi-functional) at the Claresholm Community Centre. The exercise included all the staff that hold key positions in the emergency response organizational structure and several emergency response partners such as the Claresholm Fire Department, MD of Willow Creek Emergency Services, Alberta Transportation, AHS, RCMP and AEMA representative. The exercise was a winter snowstorm that caused road closures, stranded motorists, power loss and the need for an emergency reception center to be established. We incorporated a pre-filled out Incident Briefing (ICS-201) and utilized several key ICS 200 forms to practice creating an Incident Action Plan (IAP). This process of utilizing the ICS 200 forms is what brought our exercise into the semi-functional realm.

## Safety Officer

OH&S regulations had some significant changes that took effect in 2018/2019. Safety is an integral part of any working environment and the town staff have successfully completed several safety initiatives this year, they were:

1. Established the Joint Worksite Health and Safety Committee,
  - Consisting of two staff members from the union and two staff members from management.
  - The committee facilitated two meetings and conducted a complete work site and building inspection.
2. All the staff were trained in First Aid as well as Workplace Harassment and Violence Prevention,
  - Workplace Harassment and Violence Prevention was a mandatory requirement under the new regulations.
3. Several members of staff in management, supervisory and support roles took an OH&S regulation review course,
  - This was done to be sure we had an understanding of the changes made to the regulations.
4. The public works and utilities operators took Confined Space and Fall Protection training,
  - This created several opportunities to evaluate the safety equipment and processes used by the staff.
  - New confined space and fall protection equipment has been purchased.
  - Hazard identification and emergency response plans are being reviewed and updated.
5. Daily safety documents were reviewed and updated over the course of the year such as,
  - Hazard assessments
  - Confined space permits
  - Vehicles checklists
6. Continued excellence in all working units within the town's organizational structure holding regular safety meetings and functional fire drills.

I am very proud of the commitment the Town of Claresholm elected officials and staff have demonstrated this year to emergency preparedness and safety. In the municipal working community, the focus of safety and emergency preparedness has switched from a reactionary response, to proactive preparedness. This proactive approach builds a comfort level and understanding of what to do in day to day operations and emergency events. Training and functional exercises build preparedness. In the realm of safety that leads to zero accidents. In the realm of emergency events that leads to logical, planned and coordinated response. In an emergency event that preparedness builds resiliency, which is a community's ability to rebound from an event and restore normality and business continuity quicker.

Submitted by:

Jason Hemmaway

Utilities Operator 1 / Director of Emergency Management / Safety Officer

## FCSS Report to Council for November

- Accepted a resignation from Kelly; she felt the position was not a good fit for her. We felt she did a great job while she was here and we wish her the best in her future endeavors. We have advertised the position as permanent part-time with possibility to become full-time due to the unsureness of accessing the Child Services grant funding.
- On September 25<sup>th</sup> I received a call from the office of Minister Sawhney (Minister of Community and Social Services) to ask if I would do a report about the FCSS program in Claresholm. The Minister has heard wonderful things about our program and wanted to know more about it. (Thanks goes to Roger Reid)
- Took ICS 200 training and also attended the Table Top exercise to see how it would be used in an emergency situation.
- Organized a field trip for Youth of Tomorrow to Calgary to hang out at The Rec Room (gaming space) and the Village Square Leisure Centre for swimming. This was paid for by some of the donations the group has received for all of their volunteering in the community.
- Met with the Risk Reduction team at WCCHS to discuss and plan the Grade 12 program curriculum.
- FCSS is participating again in the Claresholm Winter Festival, planned for February 8, 2020. We will be organizing a digital scavenger hunt again and awarding prizes for 1<sup>st</sup>, 2<sup>nd</sup>, and 3<sup>rd</sup> place. It was a big hit last year even in -35\* weather.
- Notified that the CFSA (Children's Services) grant has been discontinued as of March 31<sup>st</sup>. We received \$35,000 per year from this grant which helped with wages for the Outreach Coordinator. A new grant has been introduced and the application is due January 16<sup>th</sup>. I am currently working on the application. I have met with the Contract Specialist to discuss how to proceed and I have also met and discussed the grant streams with many of the organizations that have services for children 0 to 18 years in Claresholm, to be mindful of how they are applying as well. We want to continue the wonderful partnerships we have created.

- We are continuing with our Christmas planning and are handing out hamper and toy applications. Currently there are 70 food hamper applications and 116 children looking for gifts from Shop of Wonders. Application submissions close on Dec. 13<sup>th</sup>.
- Jason and I presented the e-prep course at Sparta House. They were very engaged to the processes involved during an emergency.
- Attended the Community Advisory Council for Lethbridge College. They are asking the community for suggestions of what courses or interest classes we would like to see offered in Claresholm. We are trying to help out with asking on social media sites.
- Attended the FCSS Annual Conference in Edmonton. Took in some great sessions and really enjoyed the final keynote presentation by author David Ervine on Resilient Leadership. Attended a breakfast with MLA Roger Reid and briefly met with Minister Rajan Sawhney before she addressed our conference members. Ken Dropko –Executive Director of FCSS talked about how hard Minister Sawhney fought to keep FCSS in this year’s provincial budget and warned us that we will be under close scrutiny with our programming and spending this year.
- The Station moved into the new space at Mackin Hall Dec. 2 and then we met to discuss plans for moving forward in the new space.
- Provided dinner for my board of directors for our last meeting of 2019.
- Participated in a Zoom meeting with COO of HelpSeeker organization. More information can be found on [www.helpseeker.org](http://www.helpseeker.org). They are an online service we are accessing that will allow people to find any of our health or social services in our community. It also allows us to access the data about our community to see our strengths and weaknesses for services. We have plans to share this site with Interagency in January and explain its usefulness to our community.
- Board voted to pay for two buses to send grade 10 students from WCCHS to Lethbridge to attend the Opioid Interactive Display. Jackie Kark, Principal said the kids were very engaged and thought the display was informative.



## Claresholm Fire report December 2019

### Miscellaneous:

1. Claresholm Fire currently has 4 open safety code files.
2. Claresholm Fire has received and put into service the new combination vehicle extrication tool. This was purchased by donation money raised through our various fund raisers.
3. Claresholm Fire applied and was successful for a Medical First Responders grant in the amount of \$1500 to offset the purchase of our medical coveralls.
4. Claresholm fire has welcomed a new member to the family, Eric Chatterton was sworn in on December 4, 2019.
5. Claresholm Fire participated in the annual Risk Reduction seminar with the grade 9 students and are booked to participate again in March.
6. Claresholm Fire in conjunction with Putters Restaurant will be putting on a New Year's Eve gala on December 31, the event will be held at the Putters restaurant at the Claresholm golf course.

### Calls:

<b>Town Calls</b>	<b>M.D. Calls</b>	<b>Total</b>
12	6	18

<b>Call Type</b>	<b>Town</b>	<b>M.D.</b>	<b>Total</b>
Alarm Bells	7	1	8
MVC	1	4	5
Medical co-response	1	1	2
Medical 1 <sup>st</sup> response	2	0	2
Smoke investigation	1	0	1
<b>Total</b>	<b>12</b>	<b>6</b>	<b>18</b>

**Calls to Date:**

- Claresholm Fire Department has responded to 18 emergency calls this year to date. (November 1<sup>st</sup> is the start of our reporting for 2019-2020)
- Claresholm Fire Department ended the 2018-2019 responded to 213 emergency calls in total.

# Infrastructure Services



**Nov/Dec 2019**

**TOWN OF CLARESHOLM**

**Mike Schuweiler**

**Director of Infrastructure**

### **Airport**

Runways are operational with all lighting working. No issues to report on active runway or taxi strip at this time. Plowing done as required, 10 cm depth or drifting present. Runways are inspected after every snowfall.

### **Arena**

The Arena schedule is full and all rental slots are booked. Everything is working well with the ice plant. The main building air exchanger was broken down and major repairs have been completed, the unit is operating normally.

### **Town Buildings**

The regular monthly inspections of Town owned buildings is continuing. All minor issues are repaired immediately and others are scheduled for third party repairs when needed.

### **Cemetery**

No complaints to report.

### **Equipment**

Maintenance and repairs continue, all equipment is serviced and operational at this time.

### **Garbage**

Our collection program is working well. No complaints to report.

### **Sidewalks**

Complaints about the brick sidewalk in front of the CIBC. Its settled over the years approximately 1 inch and access to the bank is impeded. The whole corner needs all bricks to be removed and re-laid. This will be added to the 2020 project list as this cannot be done this year. All 14 corners that are bricked with paving stones in the downtown will be assessed in the spring.

### **Streets**

Street lighting has improved with the completion of lighting upgrades by the Town and Fortis.

### **Sanitary Sewers**

Work continues on flushing of the entire Town with our semi-annual sewer cleaning. Work was on hold until snow issues were dealt with. We have video inspected some sewers in upcoming work areas to assess current conditions for a better budget with pricing up front on future projects.

One new set of services, (water and sewer) were installed last month at homeowner's request/cost.

### **Water Distribution**

There is a condition with the water in the distribution system requiring the complete flushing of the Town's distribution system. This work was underway and will take another few days once manpower is available. Testing and operation of every water valve in the Town system has been completed and 27 main valves are in need of replacement, for various reasons.

### **Storm Water Drainage**

Work to install a fish screen is underway at the south storm pond. The estimated completion date is December 15<sup>th</sup>.

### **Parks**

Tree damage all over town was reported after the first snow storm of 2019. We started with boulevard trees and are removing all broken limbs and dead wood. As well we are pruning the elms. All extra budget monies will go towards maintenance/trimming. Parks staff did not have time to collect leaves in the parks this year, resulting in some complaints.

### **Recycling**

The town staff have delivered all the recycling bins/totes and have completed the first collection of all recycling bins. A few issues have been addressed. Overall everything went well.

### **Staff**

No issues to report on at this time.

# CLARESHOLM RECREATION

November-December 2019



Prepared by: Denise Spencer

# CLARESHOLM RECREATION

## ARENA

- Media 32 has been working on embedding the Google Calendar onto the Town of Claresholm website. They have experienced some issues with codes, and how it is viewed and are still working the bugs out of it.
  - With this Calendar there will be the most up to date information available for the public.
  - The changes to the website included drop down menu's which will be helpful
- Minor Hockey had to cancel their Atom tournament scheduled for December 6-8 due to a lack of interested teams in the league.
  - The December 7-8 ice slots were potentially rented out to another group for a tournament, unfortunately their teams were not happy with driving out to Claresholm and did not commit
  - An Airdrie team with CAHL has taken one slot for Saturday the 7<sup>th</sup>, and The Superleague Mustangs have booked two game slots for December 8
- Google Calendar has eased the scheduling conflicts for the Town, Minor Hockey, and the Arena staff.
- The Claresholm Aquatic Centre was listed as a contact number for the Arena, now it directs to [rec@claresholm.ca](mailto:rec@claresholm.ca). Surprisingly we were receiving messages for the Agriplex (Arena) and are unsure how this happened.
  - Staff have been asked to get the name & number of the person interested in the ice, and forward it to Denise if she is not in the office. Or direct them to [rec@claresholm.ca](mailto:rec@claresholm.ca)
- Skate Loaner Station: we were declined for the Choosewell Community Grant for the purchase of skates, and helmets
  - There are still options for Claresholm to provide a loaner station, exciting things to come.
- The new logo on Minor Hockey's Wall of Fame should be finished the first week of December. This is a work in progress;

## CAC

- After breaking down stats and sales leading up into fall, and seeing how they were compared to previous years we are planning to try different programming options for fall in the future. Evening swims have had a decline which is likely due to the amount of recreation activities that have increased in our community within the last year, such as Jujitsu, Gymnastics and parkour.
  - Additions to evening program could include evening Aquafit, and Parent and Tot classes.
  - Characteristically January-April hold strong with our programming, as it is our busiest time
    - Further investigation will follow for this time period as well
- The Lifesaving Sport Officials course was cancelled due to a lack of enrollment, this puts Southern Alberta at a loss for experienced Officials for Junior Lifeguard Competitions. The Lifesaving Society has reached out to our facility to determine if we would be interested in running an officials course.
  - This was very much evident during the November 30 & December 1 competition in Lethbridge as 6 out of the 8 of Claresholm parents that attended with 10 youth were required to be volunteers at the event.
- The January-April program guide is now out. With the calendar falling the way it does we are able to offer another session of afterschool lessons, as well as an additional Saturday set.



- The Lifesaving Society has changed their recommended ratios for pool facilities, these will be implemented when their new Pool Standards Manual comes out in early 2020. These ratios have been in effect in Ontario since 2012.
- The date for the Comprehensive Aquatic Safety Audit will likely be February or March of 2020. This is necessary as it keeps our facility in good standing, and ensures we are at acceptable standards.
- Staff Procedure Manual; this has been one of my largest projects during our pool shutdown. Last edited in 2015, it was time to revise the Manual to make it as comprehensive and reader friendly as possible. Many changes have occurred since the last revision, and it's important that staff have the resources they need.
  - Currently it is being proofed, and there will be another proof before it is rolled out in 2020.
- CALA (Canadian Aquafitness Leaders Alliance): training for AHS Therapeutic Recreation Staff is scheduled for the new year
- New lane ropes: the 50 meter free lane ropes (we paid shipping) are being restrung into 25 meter lengths
  - Our old lane ropes will be donated to the Town of Claresholm for floating on the lagoon. They had mentioned that the ropes would be a beneficial a few years back.
- New button location: there is now a new location for the Hot tub and gate, right on the inside of the office door, which is easily accessible from the deck. This was a safety concern as Guards should be on the deck supervising.
- The speaker wire is scheduled to be installed in the conduit, which is required by AHS.
- Our JLC Vikings Team spent the weekend of November 30 & December 1 at the University of Lethbridge, Maxbell Aquatic Centre. The Viking Team was represented by 10 swimmers for their first competition this season.

**Standard**

Minimum numbers of lifeguards for public (general/open) recreational swims in a pool with a water surface area of 400 square metres* or less:	
Number of bathers on the deck and in the pool	Minimum number of lifeguards on deck, on duty
0-40	1
41-80	2
81-140	3
141-200	4
201 and beyond	One additional lifeguard for each additional 100 bathers or fraction thereof

**Notes:**

- The bather-to-lifeguard ratio represents a minimum standard. Circumstances (e.g., pool size, depth, design, equipment usage, ability of patrons) may require more lifeguards to be on duty to maintain a safe level of supervision.
- Where there is only one lifeguard on duty, the owner/operator shall ensure that there is at least one other individual on the premises who is within call of the lifeguard and who is able to provide emergency assistance when requested.

\* 6 lane x 25 m swimming pool

**Winterfest**

Snow-Pitch will not be happening this year, lots of work with poor weather. I'll be contributing with Contests & Competitions the details of which will be determined in the coming weeks.

**Skatepark;** Fundraising Trivia Night, Are you smarter than a Skateboarder? Was Saturday November 30, 7-11pm at Putters Restaurant. The event had 6 teams, and silent auction. There is a potential for it to be an annual event as it was well received, and a lot of fun for participants and organizers.



# Claresholm

## Utility Services Report

November/December 2019

3700 8<sup>th</sup> Street West

Work# 1-403-625-3381

[brad.burns@claresholm.ca](mailto:brad.burns@claresholm.ca)

Box 1000 T0L-0T0

Cell # 1-403-625-1687

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

Claresholm, Alberta

Fax # 1-403-625-3869

Utility Services Manager, Brad Burns

# Regional Water Treatment Plant

## Maintenance

- Schedule 3 treated water quality limits daily monitoring, measuring and reporting frequency as per approval.
- Distribution free chlorine test taken daily.
- Calibrate lab testing equipment monthly.
- Inspect pumps, VFD's, piping, valves, and gauges daily.
- Check SCADA, electrical components and telemetry equipment daily.
- Check chemical rooms and DAF area equipment and process daily.
- Clean chlorine analyzer and change solutions monthly.
- Test onsite backup generator monthly.
- Yard Maintenance at all Utility Services locations.
- EFM (enhanced flux maintenance) PALL membrane clean both Pall Racks.
- PALL rack #1 main feed valve replacement.
- K and B Heating onsite to install exhaust flu on boiler #1 vent to prevent condensate pooling in the heat exchanger.
- Check BMS hydronic heating system radiant control valves.
- Powder activated carbon feed motor control VFD adjusted for increased mg/l feed required.
- Removal of PALL membrane #13 for replacement.

## PALL Membrane Replacement (Cracked Module Housing)



### Alberta Parks and Environment Requirements

- Schedule 3 treated water quality limits daily monitoring, measuring and reporting frequency as per approval.
- Daily lab testing of treated water as per the approval in accordance with schedule 2&3.
- Distribution samples for free chlorine residual throughout town continue to be compliant.
- Bacteriological samples within the distribution system showing no Total Coliforms or E coli.
- Revised lead maximum acceptable concentration (MAC) for drinking water systems implementing new lower MAC's.

### Meetings

- Bi-weekly management meetings.
- Monthly Public Works safety meetings.
- Monthly onsite safety meetings.
- M.D Willow Creek Service Agreement Meetings as requested.
- Shared water distribution study.

### Safety

- Check SCBA monthly.
- Check fire extinguishers monthly.
- Monthly Public Works safety meetings.
- Monthly onsite safety meetings.
- Check eyewash and shower stations monthly.
- Test chlorine alarm detector monthly.
- Check Co2 detector monthly.
- Check emergency lighting monthly.
- Complete required hazard assessments.
- Tool box meetings for weekly jobs to be done.
- Fire extinguisher inspected all buildings.
- Purchase two used MSA air packs form Rocky Mt. Phoenix for chlorine room use.
- ICS-200 course completed
- First Aid recertification.
- Fall protection certification.

## Chemical

- Transfer chemicals to day tanks as required.
- Change gas chlorine bottles as required.
- Order and delivery of chemicals as required.
- Bulk load delivery coagulant.
- Bulk load delivery carbon dioxide.
- Bulk load delivery sodium hydroxide

### Sodium Hydroxide is used to Increase pH in the Water Treatment Process



# Pumping Stations and Reservoirs

## Highway Pump Station

- Schedule 3 treated water quality limits daily monitoring, measuring and reporting frequency as per approval.
- Distribution free chlorine test taken daily.
- Inspect pumps, VFD's, piping, valves, and gauges daily.
- Check SCADA links, electrical components and telemetry equipment daily.
- Clean chlorine analyzer and change solutions monthly.
- Test onsite backup generator monthly.
- Backup generator control panel replaced with Dyna-Gen control.

## Backup Generator Dyna-Gen Controls High Temperature Shutdowns and Erratic Voltage Outputs



## East Side Reservoir (UFA)

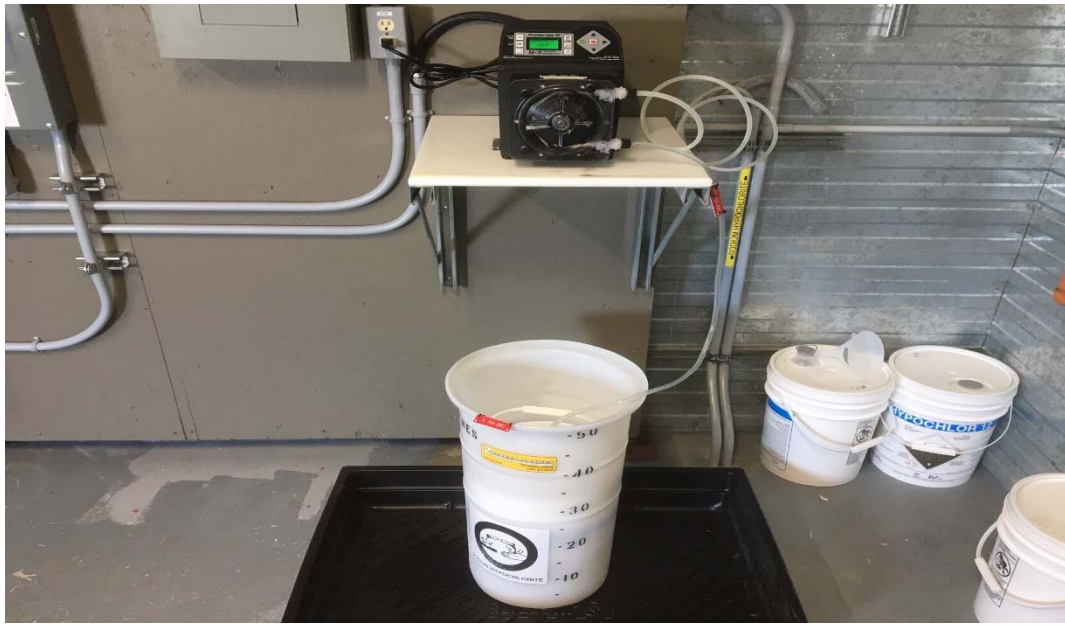
- Check SCADA links, electrical components and telemetry equipment weekly.
- Check sump pump and onsite manholes.

# M.D Willow Creek

## Chlorine Booster Station

- Distribution free chlorine and required test taken as per Code of Practice for a Waterworks System Consisting Solely of a Water Distribution System.
- Bacteriological, THM and Lead samples as per AEP code of practice.
- Check building daily and record as per AEP code of practice.
- Clean chlorine line as required.

## M.D Willow Creek Chlorine Booster Station Pump Adds Sodium Hypochlorite to the Treated Water Lines to the Airport and West Water Coop



## Airport

- Old Airport Pump Station building checks daily.

### West Water CO-OP

- Distribution free chlorine and required test taken as per Code of Practice for a Waterworks System Consisting Solely of a Water Distribution System.
- Check PRV and double check valves biweekly.

## Water Distribution

### Universal Metering

- Meter readings as requested by the office.
- Replace/check ERT's and inspected meters as requested by office.
- Monthly town meter reads.

### Government Compliance

- Schedule 3 treated water quality limits daily monitoring, measuring and reporting frequency as per approval.

### Town of Granum and Supply Line

- Check supply line monthly.

### Meter Vaults

- Check acreage meter vault bi-weekly.
- Check Granum meter vault (in Claresholm) bi-weekly.
- Acreage meter vault water infiltration to be determined.

### Distribution Lines

- Two Bacteriological samples sent to Provincial Health Lab for testing once per week.
- Distribution free chlorine test taken once per week.

# Lagoon and Wastewater Collection

## Government Compliance

- Code of practice for wastewater systems using a wastewater lagoon daily monitoring requirements.
- Drain lagoons as per code of practice.

## Harvest Square Lift Station

- Check lift station online daily.
- Check SCADA pack, electrical components and telemetry equipment weekly.
- Test onsite backup generator monthly.

## Lagoons

- Check lift station daily.
- Check SCADA, electrical components and telemetry equipment daily.
- Test onsite backup generator monthly.
- Inspect piping, valves and gauges daily.
- AIRTECH annual service on makeup air unit (MUA) unit (replace low limit switch).
- Closed lagoon drain valve October 30<sup>th</sup> after 3 weeks of continuous flow to Willow Creek.

## Treated Lagoon Wastewater Enters Willow Creek North of the Green Bridge on Highway 520

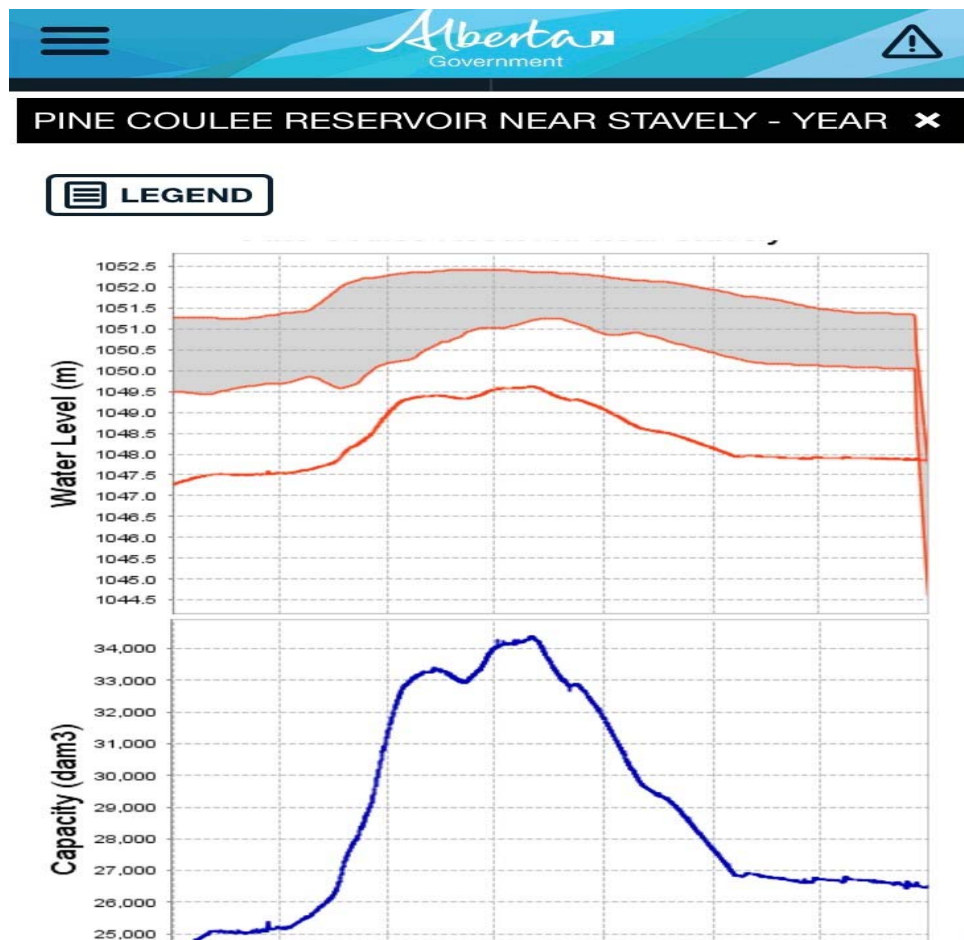


# Raw Water Supply

## Pine Coulee Reservoir

- Pine Coulee Reservoir 52% level 1047.88 geodetic meters.
- Chain Lakes Reservoir 100% 1297.18 geodetic meters.

Pine Coulee Water Level (red) Normal Level Range (grey) and Reservoir Capacity (blue).



## Raw Water Storage Reservoir

- Schedule 2 raw water daily monitoring, measuring and reporting frequency as per approval.
- Onsite raw water reservoir 90% 6513mm.
- Check blowers to lake daily.

## Golf Course

- Treated Backwash water from process continues through the neutralization system to the golf course holding ponds.
- No water from Pine Coulee was needed to replenish levels in the golf course ponds this season.



**Claresholm**

# INFORMATION BRIEF

Meeting: December 9, 2019

Agenda Item: 25

## COUNCIL RESOLUTION STATUS

Regular Scheduled Meeting - September 23, 2019				
35a	IN CAMERA: LAND - Moved by Councillor Cutler to accept the offer of \$126,000 from Structural Precast in principal for Lots 2, 3 & 4, Block 10, Plan 7910032 with negotiations regarding conditions to be discussed as part of the purchase agreement. CARRIED MOTION #19-147	Tara	Offer revised and to be reviewed.	Complete
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.	In progress
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	Skatepark Association to complete form once date for Trade Fair has been chosen	In progress
9	RFD: Claresholm Food Bank CFEP Grant - Moved by Councillor Carlson to enter into a six (6) month lease agreement with the Claresholm Food Bank and a letter of understanding for the lease (terms to be determined upon lease renewal) to extend to the location at 5318 – 2 Street West. CARRIED MOTION #19-169	Tara	Lease agreement and letter of understanding drafted. Investigating other options as well.	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.	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
2	BYLAW #1688 - Moved by Councillor Zimmer to give Bylaw #1688, a Dog Bylaw Amendment, 1st Reading. CARRIED	Karine	On the Dec 9th Agenda for 2nd & 3rd Readings	Complete

4	CORRES: Claesholm Golf Club RE: Bridge by Holes 6 & 7 - Referred to Administration to determine cost of repairing the bridge.	Mike	Being investigated	In progress
5	CORRES: Carl Hopf RE: Resignation from the Claesholm & District Museum Board - Council directed Administration to write Mr. Hopf a letter thanking him for his service on the Museum Board.	Karine	Letter sent	Complete
6	CORRES: Alberta SouthWest Regional Alliance - Moved by Councillor Schlossberger to write a letter to Alberta SouthWest Regional Alliance informing them that although the Town of Claesholm supports their efforts, we are unable to write a letter of support towards their CARES grant application at this time as the Town has priorities set forth already towards this grant prior to their request. CARRIED MOTION #19-182	Karine	Letter sent	Complete
7	RFD: Chinook Arch - Moved by Councillor Moore to appoint Tony Hamlyn to the Chinook Arch Regional Library System Board with Darry Markle as an alternate. CARRIED MOTION #19-183	Karine	Letter sent	Complete
8	RFD: CPO Review & Policies - Moved by Councillor Schulze to adopt Policy #5.3.04 CPO Notebook Policy (v1.0) and Policy #5.3.30 CPO Complaint Process Policy (v1.1) effective November 25, 2019. CARRIED MOTION #19-184	Blair	Policy manuals have been updated	Complete
9	RFD: CFEP Grant Application - Moved by Councillor Cutler to write a letter of support for the WCCHS Sports Society's application to the Community Facility Enhancement Program for the purpose of upgrading and resurfacing the tennis courts & provide the matching funds/in kind donation for the project in the amount of \$38,104.00. CARRIED MOTION #19-185	Tara	Letter sent	Complete
10	RFD: CARES Grant Application - Moved by Councillor Schlossberger to apply to the CARES program in the amount of \$63,631.50 for the "Framework for Growth" project and refer the matching portion of the grant program to the 2020 budget discussions. CARRIED MOTION #19-186	Tara	Letter signed and included in grant application.	Complete

PREPARED BY: Karine Keys, CLGM, Finance Assistant

APPROVED BY: Marian Carlson, CLGM – CAO

DATE: December 5, 2019

# INFORMATION ITEMS



OLDMAN RIVER REGIONAL SERVICES COMMISSION

MINUTES - 7 (2019)

EXECUTIVE COMMITTEE MEETING

Thursday, October 10, 2019 at 6:00 p.m.

ORRSC Boardroom (3105 - 16 Avenue North, Lethbridge)

EXECUTIVE COMMITTEE:

Gordon Wolstenholme - Chair
Jim Bester - Vice-Chair
Don Anderberg
Doug MacPherson

Ian Sundquist
Jennifer Crowson (absent)
Margaret Plumtree

STAFF:

Lenze Kuiper - Director

Barb Johnson - Executive Secretary

AGENDA:

- 1. Approval of Agenda - October 10, 2019
2. Approval of Minutes - September 12, 2019 (attachment)
3. Business Arising from the Minutes
4. New Business
(a) Draft 2020 Budget (handout)
(b) Subdivision Activity 2019 (attachment)
(c) Fee For Service Update (handout)
(d) Reschedule November Executive Committee Meeting Date
(e) SouthGrow Water Security Forum (handout)
5. Accounts
(a) Office Accounts - August 2019 (attachment)
(b) Financial Statements - January 1 - August 31, 2019 (attachment)
6. Director's Report
7. Executive Report
8. Adjournment

CHAIR GORDON WOLSTENHOLME CALLED THE MEETING TO ORDER AT 5:55 P.M.

**1. APPROVAL OF AGENDA**

**Moved by: Doug MacPherson**

THAT the Executive Committee approve the agenda, as amended:

ADD: 4(e) SouthGrow Water Security Forum

**CARRIED**

**2. APPROVAL OF MINUTES**

**Moved by: Don Anderberg**

THAT the Executive Committee approve the minutes of September 12, 2019, as presented.

**CARRIED**

**3. BUSINESS ARISING FROM THE MINUTES**

- None.

**4. NEW BUSINESS**

**(a) Draft 2020 Budget**

- The Director reviewed a preliminary budget prepared as a basis for discussion to get input from Committee members. Following are highlights of the discussion:

REVENUE:

- Increase Membership Fees and GIS Member Fees mill rate by 2%
- corresponding 2% increase in fee caps as well
- Reduce Fee for Service Member (as many of the plans required by the MGA will be complete)
- Allocate \$25,000 to both Operating and Capital Reserves
- Reduce Subdivision Approval Fees to approximately \$250,000
- Increase Interest Earned to \$7,000 (taken from actuals)

EXPENDITURES:

- Increase staff salaries by 2% (cost of living) and accompanying staff benefits
  - Investigate options to reduce planners' attendance at some meetings by using video technology
  - Replace the 2015 Chev Equinox
- Several ways to make up any shortfall which may result from incorporating the above include: initially transferring out of reserves, showing a deficit and transfer out of reserves at the end of the year if necessary, or putting excess revenue from this year back into the operating budget.
  - A revised draft of the proposed 2020 budget reflecting the discussion will be brought to the November Executive meeting for approval before presenting it to the Board of Directors at the December 5, 2019 meeting.

**(b) Subdivision Activity 2019**

- 121 subdivision applications were processed as of August 31 this year, totaling \$199,232.50 in revenue. The number of lots created is down significantly from previous years, and we are not anticipating meeting our \$315,000 budget target if this rate continues.

**(c) Fee For Service Update**

- The Fee For Service table was reviewed. Many plans are in the works at various stages of completion, but we are confident deadlines can be met. There is also a possibility the deadlines will be extended.

**(d) Reschedule November Executive Committee Meeting Date**

- The Executive Committee meeting scheduled for Thursday, November 14 conflicts with the Rural Municipalities Association Conference in Edmonton on November 12-15 which involves three Executive Committee members. The consensus was to reschedule the meeting to Thursday, November 21, 2019 at 6:00 p.m.

**(e) SouthGrow Water Security Forum**

- ORRSC received an invitation from SouthGrow Regional Economic Development to appoint a representative from our organization to attend the Southern Alberta Water Security Forum on November 7, 2019 in Lethbridge. The intent of this forum is to convene the key stakeholders in the Milk River and Oldman River basins to form a united group that can advance water security projects in the region.
- The Executive advised that ORRSC not send a representative as this group is political and should be made up of elected municipal officials. Margaret Plumtree suggested anyone that attends the November 7 forum can follow up on this issue at the next Executive meeting.

**5. ACCOUNTS**

**(a) Office Accounts – August 2019**

4140	Approval Fees .....	David Hunsperger .....	\$	125.00
5180	Staff Development .....	Athabasca University (J. Maxwell) ....		619.25
5280	Janitorial Services .....	Madison Ave Business Services .....		425.00
5320	General Office Supplies .....	Madison Ave Business Services .....		46.97
5285	Building Maintenance .....	Yueu Majok .....		400.00
5310	Telephone .....	Shaw Business .....		180.90
5320	General Office Supplies .....	Desjardin Card Services .....		169.33
5380	Printing & Printing Supplies .....	Desjardin Card Services .....		190.27
5570	Equipment Repairs & Maintenance .....	Desjardin Card Services .....		138.99
5330	Dues & Subscriptions .....	AMDSP .....		2,270.00
5330	Dues & Subscriptions .....	Taber Times .....		46.00
5380	Printing & Printing Supplies .....	Lethbridge Mobile Shredding .....		23.00
5440	Land Titles Office .....	Minister of Finance .....		118.00
5460	Public Relations .....	Carefree Express .....		750.00
5470	Computer Software .....	Autodesk .....		3,980.00
5490	Consultants .....	WSP .....		230.00
5500	Subdivision Notification .....	Lethbridge Herald .....		1,425.60

5534	Chinook Intermunicipal SDAB .....	Doug Domolewski .....	252.90
5534	Chinook Intermunicipal SDAB .....	Ben Elfring .....	261.60
5534	Chinook Intermunicipal SDAB .....	John Sinclair .....	250.00
5570	Equipment Repairs & Maintenance .....	Digitex .....	680.00
5570	Equipment Repairs & Maintenance .....	Xerox .....	798.92
5570	Equipment Repairs & Maintenance .....	Whipcord .....	1,759.80
1160	GST Receivable .....	GST Receivable .....	271.79
		<b>TOTAL</b>	<b><u>\$15,413.32</u></b>

**Moved by: Don Anderberg**

THAT the Executive Committee approve the Office Accounts of August 2019 (\$15,413.32), as presented. **CARRIED**

**(b) Financial Statements – January 1 - August 31, 2019**

**Moved by: Margaret Plumtree**

THAT the Executive Committee approve the unaudited Financial Statements for January 1 - August 31, 2019. **CARRIED**

**6. DIRECTOR'S REPORT**

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

**7. EXECUTIVE REPORT**

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

**8. ADJOURNMENT**

**Moved by: Gordon Wolstenholme**

THAT we adjourn the regular meeting of the Executive Committee of the Oldman River Regional Services Commission at 7:25 p.m. until **Thursday, November 21, 2019 at 6:00 p.m.** **CARRIED**

/bj

CHAIR: 

Willow Creek Regional Waste Management Services Commission  
Box 2820 Claresholm, Alberta T0L 0T0  
Phone: 403-687-2603  
Fax: 403-687-2606

Minutes of the Organizational Meeting of the Landfill Commission held at the Landfill Facility  
October 23, 2019 at 10:00 A.M.

In attendance: Gord Wolstenholme, John Kroetsch, Brad Schlossberger and Cheryl Friesen.

1. Cheryl Friesen called the meeting to order at 10:13 A.M.

2. Approval of Agenda

19.97 **Moved by Brad Schlossberger** to approve the agenda as presented.

**CARRIED**

3. Appointment of Board Chairperson

CAO Friesen called for nominations for the position of Board of Directors Chairperson.  
Member Schlossberger nominated Gord Wolstenholme

19.98 **Moved by John Kroetsch** that nominations for Board Chairperson cease.

**CARRIED**

CAO Friesen turned the meeting over to Board Chair Gord Wolstenholme.

4. Appointment of Board Vice-Chairperson

Chair Wolstenholme called for nominations for Vice Chairperson.  
Member John Kroetsch nominated Brad Schlossberger.

19.99 **Moved by Gord Wolstenholme** that nominations for Board Vice-Chairperson cease.

**CARRIED**

5. Signing Authorities

19.100 **Moved by John Kroetsch** that there be no changes to the signing authorities.

**CARRIED**

Minutes of the Organizational Meeting of the Landfill Commission held at the Landfill Facility  
October 23, 2019 at 10:00 A.M.

6. Adjournment

Chair Gord Wolstenholme declared the 2019 Organizational Meeting adjourned at 10:15 A.M.

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Chairman Gord Wolstenholme

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CAO Cheryl Friesen

Approved

Willow Creek Regional Waste Management Services Commission  
Box 2820 Claresholm, Alberta T0L 0T0  
Phone: 403-687-2603  
Fax: 403-687-2606

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility  
October 23, 2019 following the Organizational Meeting

In attendance: Chair Gord Wolstenholme, John Kroetsch, Brad Schlossberger CAO Cheryl Friesen

1. Chair Gord Wolstenholme called the meeting to order at 10:15 A.M.

2. Approval of Agenda

19.101 **Moved by John Kroetsch** to approve the agenda as presented.

**CARRIED**

3. Delegations

No delegations.

4. Approval of Minutes

a) Regular Meeting September 12, 2019

19.102 **Moved by Gord Wolstenholme** to approve the minutes of the September 12, 2019 regular meeting as presented.

**CARRIED**

5. Financial Information

a) Accounts Payable

CAO Friesen presented the accounts payable in the amount of \$24 159.31.

19.103 **Moved by Brad Schlossberger** to approve for payment, the accounts payable in the amount of \$24 159.31.

**CARRIED**

b) Check Detail September 13 to October 18, 2019

CAO Friesen presented the members with the check detail from September 13 to October 18, 2019.

19.104 **Moved by John Kroetsch** to accept the check detail from September 13 to October 18, 2019 as presented.

**CARRIED**

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility  
October 23, 2019 following the Organizational Meeting

5. Financial Information cont.

c) Bank Reconciliations September 2019 – Checking & 90 Day Notice Accounts

CAO Friesen presented the members with the reconciliation reports for September 2019 for the ATB Financial checking account & 90 day notice account.

19.105 **Moved by Brad Schlossberger** to accept the September 2019 reconciliation reports for the ATB Financial checking account & 90 day notice account as presented.

**CARRIED**

d) Bank Statement ending September 30, 2019

CAO Friesen presented the ATB Financial bank statement ending September 30, 2019 for information.

e) Budget vs Actual Report ending September 30, 2019

CAO Friesen presented the budget vs. actual report ending September 30, 2019.

19.106 **Moved by John Kroetsch** to accept the budget vs. actual report ending September 30, 2019 as presented.

**CARRIED**

6. New Business

a) Auditor 2020 Fiscal Year

CAO Friesen informed the members that they will need to appoint an auditor for 2020 as the current proposal for audit services will expire when the 2019 audit is complete.

Friesen asked the members how they wish to proceed. It was the consensus of the members that we invite our current audit firm as well as two others.

CAO Friesen was asked to check with the Town of Stavely and the M.D. of Willow Creek regarding their auditors and invite them to submit a proposal.

b) K & R Lawn Estimate for Services

CAO Friesen presented a quote from K&R Lawn to supply gravel and labor for the preparation of a gravel base pad for the placement of a shipping container.

19.107 **Moved by Brad Schlossberger** to accept the quote from K & R Lawn in the amount of \$2270.00 plus GST.

**CARRIED**

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility  
October 23, 2019 following the Organizational Meeting

6. New Business cont.

c) Guardian Security Quote for Product and Services

CAO Friesen presented the members with a quote from Guardian Security to upgrade the current security cameras and DVR.

19.108 **Moved by John Kroetsch** to accept the quote from Guardian Security as presented.  
**CARRIED**

d) Contract Documents Waste Cell 10B

CAO Friesen presented the members with Section GC 7 – Contract Time from the waste cell contract documents for consideration. The draft includes penalties to the contractor shall they fail to complete the project within the time required by the contract documents. The members felt the draft was a reasonable approach and further that it be included in the draft contract documents.

CAO Friesen will inform Hasegawa to move forward with the contract documents and have them include the penalties as discussed.

7. Old Business

a) Meeting Dates – Member Kroetsch

Member Kroetsch explained that the M.D. of Willow Creek has changed their meeting dates to the second and fourth Wednesday of the month effective January 2020. With this change he will be unable to attend the regular Commission meetings scheduled for the fourth Wednesday of the month.

CAO Friesen explained that the third Wednesday would be acceptable for a meeting as well. Members Schlossberger and Wolstenholme were also in favor of the third Wednesday. CAO Friesen will inform Member Norby of the requirement to change our meeting date. Will include on our next regular meeting agenda.

8. Correspondence

9. General Landfill Information

a) Shop Clean-up

CAO Friesen reported that staff has been busy cleaning and organizing the shop. We have purchased a tool chest and have constructed a large wall storage rack on the south wall of the shop.

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility  
October 23, 2019 following the Organizational Meeting

9. General Landfill Information cont.

b) Roof Repair

CAO Friesen reported that the roof repair has been completed. Staff has replaced the foam roof stops and added some spray foam insulation and has replaced the roof screws with over-size screws.

c) Debris Clean-up

CAO Friesen asked that the members consider using a volunteer group to assist in picking wind-blown debris and that we pay an honorarium from the promotion budget. The members were in favor of this approach. CAO Friesen will contact our insurance company to ensure we have proper liability coverage for volunteers and will then contact the Youth of Tomorrow to check if they would be interested.

10. In Camera

19.109 **Moved by Brad Schlossberger** to go In Camera at 11:14 A.M.

**CARRIED**

19.110 **Moved by John Kroetsch** to come out of In Camera session at 11:36 A.M.

**CARRIED**

11. Adjournment

Chair Wolstenholme declared the meeting adjourned at 11:36 A.M.

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Chairman Gord Wolstenholme

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CAO Cheryl Friesen

Claresholm Public Library Board  
Regular Meeting  
October 15th, 2019

## MINUTES

**Present:** Tony Hamlyn, Marika Thyssen, Casey Arnestad, Darry Markle, Lindsay Watson, Barry Pratte and Holly Ottewell

**Regrets:** Gaven Moore

**1. CALL TO ORDER** – Meeting called to order 6:30

**2. APPROVAL OF AGENDA** – Motioned that the agenda be approved by Barry Pratte. Carried.

**3. APPROVAL OF MINUTES**

3.1 September 11<sup>th</sup>, 2019 REGULAR MEETING MINUTES

Motioned that the minutes be approved as presented by Marika Thyssen. Carried.

**4. FINANCIAL**

5.1 3 Month Financial Statement

Motioned by Casey Arnestad that the financial statement be approved as presented. Carried.

**5. COMMITTEE REPORTS**

5.1 Librarian's Report and Librarian's Committee Meeting Report

5.2 Chinook Arch Regional Library System Report –No report from Kathy Davies

Motioned by Lindsay Watson that the Librarians Report be accepted as presented. Carried

**6. OLD BUSINESS:**

6.1 Library Board Committee Reports

- Finance Committee The Board will wait until the Town gets a set budget. Meeting to be determined.
- Policy Review Committee – All Policies have been updated.
- Personnel Committee– Nothing to report.
- Plan of Service Committee – Will set a date in the future.

## **7. NEW BUSINESS**

7.1 By-laws – By-laws Schedule was reviewed by the Board and corrections will be made by Lindsay Watson.

7.2 2020 Annual Financial Report – Waiting for budget from Town Council

7.3 Red Tape Reduction Feedback

## **8. ADJOURNMENT – Meeting was adjourned at 7: 47**

**Next Meeting: NOVEMBER 19<sup>TH</sup>, 2019 at 6:30 p.m.**

## CLARESHOLM AND DISTRICT MUSEUM BOARD MEETING

Claresholm Museum, The Station

September 4, 2019

Present: Barry Gibbs, Betty Hoare, Carl Hopf, Verne Lunan, Gaven Moore, Don Glimsdale and Bill Kells.

1. Call to order by Barry Gibbs at 3:00 PM.
2. Adoption of agenda as presented made by Carl Hopf. **CARRIED**
3. Approval of minutes from July 17, 2019 as presented made by Verne Lunan. **CARRIED** No correspondence.
4. Financial Report – Discussed the financials dated August 12, 2019 and there were no concerns as a board. Motion to accept the financials as presented made by Don Glimsdale. **CARRIED**
5. Chair report previously circulated was discussed by Barry Gibbs. The general feel is that the board is currently running very smoothly with the work done by all members of the board and the new executive director, Bill Kells. Everyone agreed that the Friends of the Museum is becoming a huge asset to the museum.
6. Museum Themes – A list of themes was previously created with the input from the Friends of the Museum. The themes for the years 2020 thru 2025 were tentatively set as:
  - 2020 – Claresholm the War years and extension 2019 Women in Agriculture
  - 2021 – Transportation
  - 2022 – Ranching and Rodeo
  - 2023 – Business's that have come and gone
  - 2024 – Agriculture
  - 2025 – Country schools
7. Board road trip – the possibility of a locations for a road trip were discussed. The board felt that a trip to see the different ways local museums are successful would be beneficial. Bill Kells will checkout dates for trips to the Galt Museum in Lethbridge and the Museum of the Highwood in High River.
8. Planning Committee Report – Verne Lunan reported on the success of the museum float in Claresholm's Fair Days for 2019. The Ben Scaman video is complete, and the fundraising goal is almost met with only \$400 out of the \$2000 left to go. Culture Days fundraising is going well with less than \$400 to go. All

fund raising is attributed to the very generous nature of the Claresholm community, businesses, groups and personal. It has been a busier than usual time for fundraising this year and the museum is thankful for the support.

9. Executive Directors Report

-Two summer staff will finish their employment by end of August and one staff member has been retained for the month on September. Carol Brooks has been employed for the remainder of the season.

-Tea on the Lawn was held inside the building and was viewed as a positive change. Support for the museum was shown in donation of cookies, serving tea and entertainment provided. This event has become a tradition for many who come to town for fair days.

– Ben Scamen Video and Display is in the final stages and a binder of flight training and operating procedures will be available to the public as a hands-on part of the exhibit.

– UFHS (Louise McKinney) Display, the support structure is in the final phase and a plexiglass case for the bust will be ordered. The loan to the museum from the Claresholm Public Library of panels from a Famous Five Persons exhibit will complete the new exhibit. The friends of the museum and the Louise McKinney (Claresholm) library have partnered to bring the Valiant Five, a drama performance to be held in the evening of October 5, 2019.

– Museum/Tourist Information Center misc. Tour bus visitation is down across the region, this is unfortunately reflected in visitor numbers, donations and gift shop sales. Visitors for the month of August were 879 and donations amounted to \$490.70. Comments in the guest books are extremely positive and complimentary for the friendly staff and great service as well as the quality and content of the displays.

10. Motion for adjournment made by Verne Lunan at 4:55 PM.

Next meeting October 16, 2019. **LATER AMENDED TO NOVEMBER 20, 2019**

accepted  
Nov 21, 2019

Claresholm Animal Rescue Society

**Board Meeting**

**MINUTES**

Thursday, October 17, 2019 @ 6:45

Claresholm Public Library



**Present:**

Lorraine Norgard, Judy Lelek, Leslie Baker, Doreen VanLangen, Sylvia Giroux, Dave Hatch, Crystal Kennard, Diane Lockhart, Denise Peters, Maurice Beebe, Lise Schulze, Barb Hinkle

**Absent:**

Karen Thompson

**1. Call Meeting to Order**

The meeting was called to order at 6:50 p.m.

**2. Approval/Adoption of Agenda**

Sylvia moved the agenda be seconded by Dave, carried.

**3. Approval of Minutes**

The minutes of September 19, 2019 were accepted as correct. Motion by Judy, seconded by Doreen, carried.

**4. Treasurer's Report**

Doreen presented the following information:

- Common Share – 1,205.35
- Community Account – 19,998.86
- Casino – 190.80
- Elite Savings – 5,561.68
- Credential Non-Registered Plan as of September 19 – 22, 479.29

Doreen so moved her report, seconded by Lise, passed

**5. Adoption/Surrender & Volunteer Report**

Sylvia reported the following based on Sept 19-Oct 17, 2019:

- Total Hours – 389.25
- Total Volunteers – 19
- Cats in Shelter – 31
- Dog in Shelter – 5
- Cats in Foster – 20
- Cats at PetSmart – Lethbridge – 4, Okotoks - 1
- New Cats – 18
- New Dogs – 6
- Guinea Pig – 1
- Cats Claimed – 1
- Dogs Claimed – 4
- Cats Adopted – 13
- Dogs Adopted – 1
- 1 Guinea Pig Adopted

Sylvia so moved her report, seconded by Judy, carried.

## **6. Scheduling Report**

There are 2 new volunteer applications that the board needs to vote on. 1) Approved by Lise and seconded by Lise. 2) Approved by Denise seconded by Sylvia.

Just a reminder that we need to include a reference portion when we update the new volunteer application.

The big calendar can be used again, however, please erase it at the end of each month to start fresh and new. It was getting too confusing when there was staff thinking they had to work on certain days when it was actually from the month before.

## **7. Fundraising Reports**

7.1 Raise the Woof – The event went well overall. There were some complaints regarding microphone issues and food. We do not have a specific total raised but we are looking at about \$18,000 raised!

7.2 Diane brought Halloween costumes to Sparta House, but they are not taking them so Lorraine will take them to work and try to sell them.

7.3 Lorraine has not received any response from the representative from Lubrysin.

## **8. Old Business**

8.1 The doggy doors are now fixed and complete. Thank you to Mike MacEnany to doing these.

8.2 Casino – All the papers are in and all the shifts are covered. Just waiting on the licence.

8.3 ATB Care – Our Website needs to get rid of the GoFundMe and to have the e-transfer added.

8.4 Leslie & Lorraine to set up for the Kinettes Craft Fair on Nov 16, 2019.

## **9. New Business**

9.1 Penny Hill has invited us to dog course on Nov 24<sup>th</sup> @ Coalhurst. Anyone who may be interested can sign up.

9.2 Houston & Bobby need to be let out of their cages more often than they do.

9.4 Everyone agreed that we will not ask for donations or surrender fees from anyone. Denise moved and seconded by Sylvia.

9.5 The Cat Café will be on November 14<sup>th</sup> at the Library. Please see Diane if you would like to volunteer.

9.6 We will be meeting with the town to renew the lease. To discuss at next meeting.

9.7 A motion was made that if wounded animals come through out door that we are to pay the vet bill.

9.8 Bev Larabie contacted Judy requesting if CARES would take any of the community service youth as part of their community hours. A motion was made against this as it could be a liability for us.

## **9. Next Meeting:**

Thursday – November 21, 2019 at 6:45 pm *Claresholm Public Library.*

## **10. Adjournment**

Sylvia adjourned the meeting at 8:30 p.m.

accepted  
NOV 17, 2019.

**CLARESHOLM AND DISTRICT TRANSPORTATION SOCIETY**  
**Board of Directors, October 17, 2019**

**ATTENDEES:** Howard Paulson – Lay Representative  
Brydon Saunders- Lay Representative  
Lise Schultz – Town of Claresholm  
Ian Sundquist – MD of Willow Creek  
Cindee Schlossberger – Lay Representative  
Brian Comstock – Lay Representative  
Shirley Isaacson – Office Staff  
Sandra Hillis – Office Staff

**REGRETS:** Jason Schneider – Vulcan County  
Gabrielle Kirk – Calgary Primary Rural Care Network

Howard Paulson-Chair called the meeting to order at 10:45 a.m.

**1.0 APPROVAL OF AGENDA**

Moved by Lise Schultz to accept the agenda as presented.  
Carried.

**2.0 APPROVAL OF MINUTES**

Correction to minutes – take out some of the wording in the Incamera and also move the motions to New Business. Moved by Sandy Hillis that the minutes of the September 19, 2019 meeting be accepted as corrected. Carried.

**3.0 BUSINESS ARISING FROM MINUTES**

- 3.1 We will try to start the old van and see if it runs before we decide what to do with it.
- 3.2 Received the money from M.D. and the Town of Claresholm. We will pay down the loan from the M.D. at the end of the month with the \$5000.00 from the Town of Claresholm.

**4.0 CORRESPONDENCE:**

- 4.1 Request to participate in the Santa Claus parade in Fort Macleod – decided not to participate.
- 4.2 Received donations from: Porcupine Hills Classic Cruisers - \$1000.00; Sons of Norway - \$500.00; Ladies Auxiliary of the Willow Creek Continuing Care Centre - \$3800.00 ( used to pay the insurance for the bus).
- 4.3 Renewal of Operating Authority – needs signatures.

**5.0 REPORTS:**

- 5.1 Financial – Sandy is charging wait time for appointments – our drivers have to be paid while they wait. She is working on getting our receivables coming in quicker and collecting the old receivables on the books.
- 5.2 Chairman's Report – Howard informed the group that Lyal will be getting his stem cell treatment next week. He cannot work for two years after the treatment is done.

**6.0 OLD BUSINESS - None**

**7.0 NEW BUSINESS:**

- 7.1. Gabrielle will be asked to apply to the Lethbridge Community Foundation for funding for the Society.

**8.0 IN CAMERA:**

- Cindy Schlossberger moved that we go Incamera.
- Brydon Saunders moved that we come out of Incamera.

- 8.1 It was moved by Ian Sundquist that we agree to pay Sandy Hillis \$25.00 per hour effective October 1, 2019. An employment agreement will be signed by the Chairman.

**9.0 NEXT MEETING DATE:** Thursday, November 21<sup>st</sup>, 2019 at the Claresholm General Hospital.

The meeting was adjourned by Ian Sundquist at 11:30 a.m.

SIGNED:

SIGNED:

## CLARESHOLM FOOD BANK

Meeting: OCT 24, 2019

Present: Wendy, Shirley, Brydon, Linda, Gaven, Mellisa & Kathy

Regrets: Shelley

Absent:

Meeting Called to order: 5:10 P.M.

**Additions to Agenda:** None

**Minutes of Previous Meeting:** Accepted as read Melissa / Brydon Carried

**Treasurer's Report** – tabled

OLD BUSINESS:

1. Computer Update-needs to be completed Computer should be collected from Shelley
2. Volunteer - tabled
3. Canada Farmers – fill out application on Computer and pick charity of choice. Kathy will ask a farm friend to see if they will do this.
4. Day Care Meeting – complete
5. Meeting with Local Press – complete – article is in Local Press
6. Haunted House – Posters done shopping carts will be delivered – complete

EXPENSE FORMS: NONE

**BUILDING COMMITTEE:** see attached letter has been dropped off to Town of Claresholm A delegation will attend the November 12 – Council Meeting @ 7:00 p.m.

**FUNDRAISING COMMITTEE:** Linda – Chair would like to open an account for fundraising only and present a budget. Melissa will help. Brydon MOVES that we transfer \$2000.00 to a Fundraising Account Melissa 2<sup>nd</sup> – carried. GIC will roll over in March The Casino Money will need a separate account in the future. Beef on a Bun in November Shirley will head up board members should help – Money from this will be put into operating.

**Food Bank Update:** 19 hampers were given out on Oct 16 alone. There are more single guys than usual and a couple of very large families.

**CORRESPONDENCE:** None

**NEW BUSINESS:**

1. Chelsea Petrovich (403 682-9915) \*My City Care Claresholm\* Presentation on what this group does. Backpack program with Kinettes; 18 and Under – Shop of Wonders : Cinderella Projects for Grad and Prom Free of charge. Located at old Pizza place by Victory Church building. Chelsea is asking about anything that is extra at the food bank that she could give to her different projects. (example: granola bars, Gatorade) She is willing to come and pick up and store in her facility if we don't have enough room. Also willing to help with grant writing and would give us a letter of support. Board members thanked her for her presentation.

NEXT MEETING: October 28th at the Library

Meeting Adjourned: 5:55 p.m.