TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
FEBRUARY 14, 2022
AGENDA

Time: 7:00 P.M.
Place: Council Chambers (COVID-19 protocols in place)
Town of Claresholm Multi-Use Community Building, 111 – 55 Avenue West
Livestream: https://www.youtube.com/channel/UCe3OPyLhTzPajvPVAtNL1KA/live

NOTICE OF RECORDING

CALL TO ORDER

AGENDA: **ADOPTION OF AGENDA**

MINUTES: **REGULAR MEETING – JANUARY 24, 2021**

DELEGATION: **CLARESHOLM RCMP DETACHMENT – Sergeant Robert Harms**

ACTION ITEMS:

1. **BYLAW #1728 – Road Closure Bylaw**
   RE: 2nd & 3rd Readings
2. **BYLAW #1732 – Land Use Bylaw Amendment**
   RE: 1st Reading
3. **DELEGATION RESPONSE: Calgary Region Airshed Zone**
4. **CORRES: Hon. Ric McIver, Minister of Municipal Affairs**
   RE: Alberta Community Partnership Program – Municipal Internship
5. **CORRES: Hon. Ron Orr, Minister of Culture**
   RE: 2024 Alberta Winter Games
6. **CORRES: Alberta Health Services – Community Engagement – Jan 24, 2022**
   RE: EMS System Pressure and Mitigation
7. **CORRES: Alberta Health Service – Community Engagement – Jan 27, 2022**
   RE: DynaLIFE to begin providing community lab service across Alberta
8. **CORRES: College of Registered Nurses of Alberta**
   RE: Registration Processes for Internationally Educated Nurses
9. **CORRES: Cathy Heron, President, Alberta Municipalities**
   RE: Alberta Provincial Police Service
10. **CORRES: Mayor Dan Deck, Town of Gibbons**
    RE: Bill 21 – Provincial Administrative Penalties Act
11. **CORRES: National Police Federation**
    RE: Government of Alberta Consultations
12. **CORRES: Farm Safety Centre**
    RE: Request for Donation to Safety Smarts Program
13. **REQUEST FOR DECISION: Spring 2022 Municipal Leaders' Caucus**
14. **REQUEST FOR DECISION: Letter of Support – Claresholm Golf Club**
15. **REQUEST FOR DECISION: Letter of Support – Claresholm Skatepark**
16. **REQUEST FOR DECISION: Seniors Drop-in Centre Lease**
17. **REQUEST FOR DECISION: Claresholm Animal Rescue Society (CAReS) Lease**
18. **REQUEST FOR DECISION: GMHL Expansion Exploratory Committee**
19. **REQUEST FOR DECISION: Stormwater Plan Design Approval**
20. **REQUEST FOR DECISION: 2nd Street West Paving**
21. **INFORMATION BRIEF: SDAB Board Member**
22. **INFORMATION BRIEF: Council Committee Reports**
23. **INFORMATION BRIEF: Council Resolution Status**
24. **ADOPTION OF INFORMATION ITEMS**
25. **IN CAMERA:**
    a. **LAND – FOIP Section 16**
    b. **ADVICE FROM OFFICIALS – FOIP Section 24**
    c. **ADVICE FROM OFFICIALS – FOIP Section 24**

INFORMATION ITEMS:

1. **Municipal Planning Commission Meeting Minutes – November 5, 2021**
2. **Claresholm & District Transportation Society Meeting Minutes – November 25, 2021**
3. **Oldman Watershed Council – Coal effluent, reclamation of oil and gas wells – January 31, 2022**
4. **Claresholm & District Museum Board Meeting Minutes – November 17, 2021**
5. **Claresholm & District Museum Strategic Plan Progress Report – December 2021**

ADJOURNMENT

TOWN OF CLARESHOLM

PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING MINUTES
JANUARY 24, 2022

Place: Council Chambers (COVID-19 protocols in place)
Town of Claresholm Multi-Use Community Building, 111 – 55 Avenue West
Livestream:https://www.youtube.com/channel/UCe3OPyLhTzPajvPVAtNL1KA/live

COUNCIL PRESENT: Deputy Mayor Kieth Carlson; Councillors: Mike Cutler, Rod Kettles, Kandice Meister, Brad Schlossberger and Craig Zimmer

ABSENT: Mayor Chelsae Petrovic

STAFF PRESENT: Chief Administrative Officer: Abe Tinney, Finance Assistant: Karine Keys

MEDIA PRESENT: None

NOTICE OF RECORDING: Deputy Mayor Carlson provided notice that live streaming and recording of the Council meeting would begin immediately at 7:01 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 7:01 p.m. by Deputy Mayor Carlson.

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

CARRIED

MINUTES: **REGULAR MEETING – JANUARY 10, 2022**

Moved by Councillor Zimmer that the Regular Meeting Minutes of January 10, 2022 be accepted as presented.

CARRIED

DELEGATION: **CALGARY REGION AIRSHED ZONE: Purple Air Project**

Appearing on behalf of the Calgary Region Airshed Zone was Jill Bloor, Executive Director and Tanya Carlson, Engagement Program Manager. Air quality monitoring is one of their most important programs. In partnership with Environment and Climate Change Canada, they are focusing on the Purple Air Project. They would like to install a purple air monitor on a town-owned building in Claresholm that would be suitable, and are asking Council to consider membership in CRAZ for $.10 per capita per year.

ACTION ITEMS:

1. **BYLAW #1736 – Land Use Bylaw Amendment**
   RE: 1st Reading

Moved by Councillor Schlossberger to give Bylaw #1736, a Land Use Bylaw Amendment, 1st Reading.

CARRIED

2. **DELEGATION RESPONSE: Greater Metro Hockey League**

MOTION #22-005 Moved by Councillor Schlossberger to form an adhoc committee to research the possibility of bringing a Greater Metro Hockey League expansion team to Claresholm starting in the 2022-23 season, and to have Councillors Cutler and Kettles as the committee members who will bring back terms of reference to Council for approval.

CARRIED

3. **CORRES: Hon. Ric McIver, Minister of Municipal Affairs**
   RE: Thank you for Meeting at AUMA Convention

Received for information.

4. **CORRES: Hon. Nate Horner, Minister of Agriculture, Forestry & Rural Economic Development**
   RE: Congratulations on Recent Municipal Election

Received for information.

5. **CORRES: Mr. Joe Ceci, Opposition Party Municipal Affairs Critic**
   RE: Meeting Invitation

Received for information.

6. **CORRES: Mayor Blair Painter, Municipality of Crowsnest Pass**
   RE: Letter in Support of Streamlining Foreign Physician Assessments

MOTION #22-006 Moved by Councillor Cutler to write a letter of support towards streamlining foreign physician assessments in spirit of supporting the Municipality of the Crowsnest Pass in their efforts.

CARRIED

DRAFT

7. CORRES: Mayor Blair Painter, Municipality of Crowsnest Pass
RE: Letter in Support of Fast Tracking Immigrant Nurses for Certification in Alberta

MOTION #22-007 Moved by Councillor Cutler to write a letter of support towards the possibility of fast tracking immigrant nurses for certification in Alberta in the spirit of supporting the efforts of the Municipality of the Crowsnest Pass.

CARRIED

8. CORRES: Mayor Debora Dueck, Town of Tofield
RE: Rural Alberta – Adolescent Vaccine Program

MOTION #22-008 Moved by Councillor Cutler to write a letter of support towards the Town of Tofield's efforts towards better vaccine support for adolescents in rural communities in Alberta.

CARRIED

9. REQUEST FOR DECISION: Texas 4000 for Cancer Request

MOTION #22-009 Moved by Councillor Meister to allow the Texas 4000 for Cancer Rockies group to stay in Centennial Park Campground for one night on July 14, 2022 for free of charge to support their cause of raising funds and awareness for cancer research, to have the Claresholm Library as a back-up dependent on weather, and for administration to facilitate their stay.

CARRIED

10. REQUEST FOR DECISION: Community Donation & Operating Grant Policy

MOTION #22-010 Moved by Councillor Zimmer to adopt Policy 5.1.01 – Community Donation & Operational Grant Policy (v2.0), effective January 24, 2022.

CARRIED

11. REQUEST FOR DECISION: Ice Resurfacer Arena Advertising

MOTION #22-011 Moved by Councillor Cutler to approve Policy 5.7.50 – the Arena Advertising Fee Policy (v1.1) as amended effective January 24, 2022.

CARRIED

12. REQUEST FOR DECISION: Electric Vehicle Charging Station

MOTION #22-012 Moved by Councillor Schlossberger to direct Administration to submit a letter of interest to the Municipal Climate Change Action Centre Electric Vehicle Charging Program.

CARRIED

13. REQUEST FOR DECISION: The Range Cycling Event Request

MOTION #22-013 Moved by Councillor Kettles to approve The Range setting up a beer garden on July 23rd, 2022 at Centennial Park for the hours of 2:00 to 7:00 p.m. as part of their cycling event provided that all current health restrictions are followed and that they secure all necessary provincials permits.

CARRIED

14. FINANCIAL REPORT: Statement of Operations – November 30, 2021

Moved by Councillor Zimmer to accept the Consolidated Statement of Operations for the month ended November 30, 2021 as presented.

CARRIED

15. INFORMATION BRIEF: Seed Exchange & Garden Project

Received for information.

16. INFORMATION BRIEF: ABmunis Analysis

Received for information.

17. INFORMATION BRIEF: Community Foundation of Lethbridge Grant Programs

Received for information.

18. INFORMATION BRIEF: Council Committee Reports

Received for information.

19. INFORMATION BRIEF: CAO Report

Received for information.

20. INFORMATION BRIEF: Council Resolution Status

Received for information.

21. ADOPTION OF INFORMATION ITEMS

Received for information.

DRAFT

22. IN CAMERA:

a. PERSONNEL – FOIP Section 17, 24

b. ADVICE FROM OFFICIALS – FOIP Section 24

Moved by Councillor Cutler to go In Camera at 8:16 p.m. for the following items:

a. PERSONNEL – FOIP Section 17, 24
b. ADVICE FROM OFFICIALS – FOIP Section 24

CARRIED

NOTICE OF RECORDING CEASED: Deputy Mayor Carlson stated that the live stream has ended at 8:16 p.m.

Moved by Councillor Schlossberger to come out of In Camera at 8:44 p.m.

CARRIED

NOTICE OF RECORDING: Deputy Mayor Carlson provided notice that live streaming and recording of the Council meeting would begin again at 8:44 p.m.

ADJOURNMENT: Moved by Councillor Meister that the meeting adjourn at 8:45 p.m.

CARRIED

NOTICE OF RECORDING CEASED: Deputy Mayor Carlson noted that recording ceased at 8:45 p.m.

_____ _____

Mayor – Chelsae Petrovic Chief Administrative Officer – Abe Tinney

DRAFT

DELEGATIONS



January 26th, 2022

Sergeant Robert Harms
Detachment Commander
Claresholm, Alberta

Dear Council,

As we enter the 4th Quarter of our fiscal year, we are reaching out to all elected officials, partners, and community members to help us identify and set our Detachment Priorities for the next fiscal year, which starts April 1st, 2022. We will be soliciting input to set our priorities through different platforms including Council meetings, partnership meetings, a virtual Town Hall meeting, an online survey, and more. With that said, when I attend your next council meeting, I would like to solicit input and gain an understanding of what your council wants your local RCMP to be focused on and ultimately prioritize in the upcoming year.

As a reminder, our current priorities, which I believe have been very fitting, are:

1) Traffic Safety – School/Playground patrols and intersection violation enforcement.
2) Police/Community Relations and Police Visibility – Foot patrols, enhanced visibility shifts, and presentations to the community.
3) Crime Reduction and Prevention of Property Crimes – Offender checks, media awareness campaigns, and decreasing thefts from vehicles.

In preparation for our upcoming meeting and discussions, I request that council members review the current priorities, review the RCMP report and statistics, and review the needs of your community so we can discuss.

Other Priorities you may or may not wish to consider, in addition to the current, could be:

1) Drug Enforcement – Targeted drug enforcement and or education.
2) Traffic Safety – Impaired detection and enforcement, speeding, seatbelts, etc.
3) Fraud Prevention – Education, awareness and prevention initiatives.
4) Police presence in schools – Enforcement and or Education.

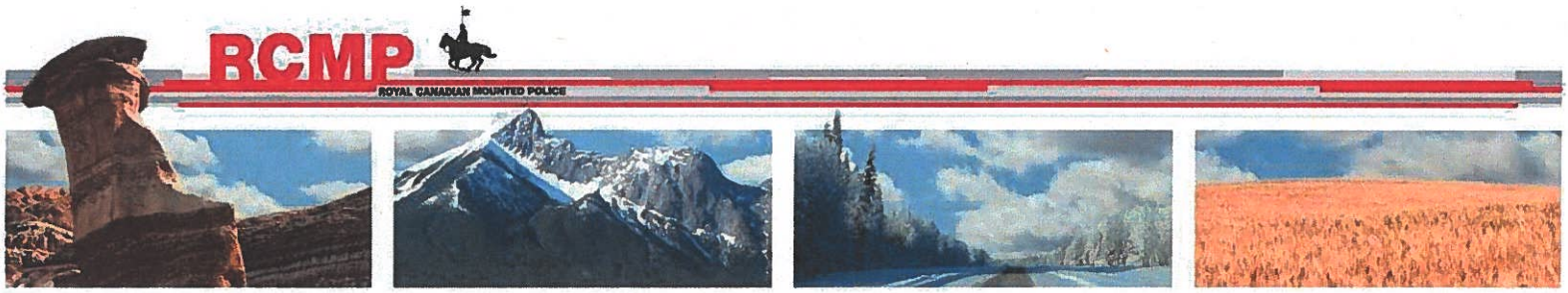


5) Interdepartmental Efforts – Increasing partnership relationships and involvement (agencies such as peace officers, bylaw officers, fire departments, Fish and Wildlife, etc).
6) Water Safety – Enforcement and Education on the waterways (boaters and users of the lakes and rivers).

After the consultation process, 3 priorities are typically selected. The detachment will set targets and initiatives to work towards the priority. Those initiatives and targets form part of the regular reporting to Mayors, Reeves, Councils, and the public and contribute to effective community based policing.

If at anytime you have questions, concerns, or comments, feel free to contact the undersigned.

Sergeant Robert Harms
Detachment Commander
Claresholm, Alberta
403.625.4445 Det



January 26th, 2022

Sergeant Robert Harms
Detachment Commander
Claresholm, Alberta

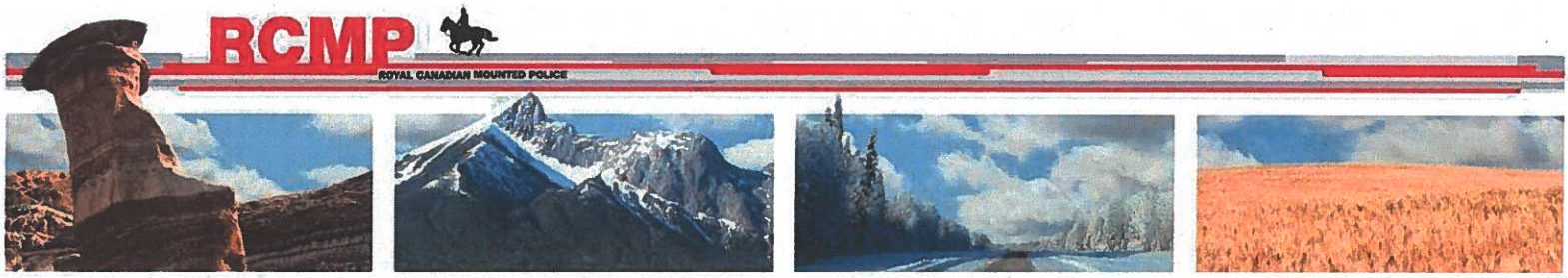
Dear Mayor Chelsae Petrovic,

Please find attached the quarterly Community Policing Report that serves to provide a quarterly snapshot of the human resources, financial data and crime statistics for the Claresholm RCMP Detachment. This report covers the October 1st to December 31st, 2021 reporting period. As part of our continued commitment to engage with the communities we serve in enhancing service delivery, this report is a key tool to address any questions or concerns you may have.

As we embark on 2022, the safety and security of Albertans remains to be the top priority for the Alberta RCMP. The inclusion of Body Worn Cameras on our front line members supports our long-standing commitment towards enhancing public safety and trust with the communities we serve by increasing the transparency of police interactions with citizens. Later this spring, a number of Body Worn Cameras will be piloted in locations across Alberta to inform the success of the provincial rollout that is aimed to follow in the 2022/23 fiscal year. Front-line officers at detachments in Grande Prairie, Parkland, St. Paul, and Gleichen will take part in the pilot. These locations were strategically chosen given their high volumes of calls and varying line speeds. This pilot will allow us to see how the system performs and make adjustments to ensure it meets our needs before the full roll-out.

We are also getting the process underway for multi-year financial plans for MPSA and PPSA contracts. If you are policed under a MPSA, you will be invited to an information session and I will be working with you to develop the multi-year financial plan for your community. If you are policed under the Provincial Police Service (communities under 5,000), the Alberta RCMP will be working directly with the Province of Alberta to develop the multi-year financial plan.

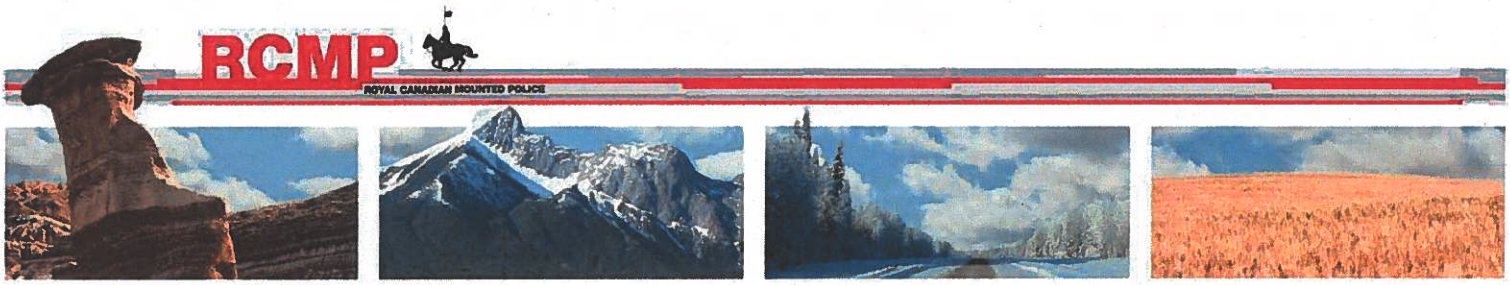
In addition, the Joint Business Plan is being finalized collaboratively by the Alberta RCMP and the Province of Alberta. The development of this plan has taken into consideration and input from communities as reflected in the Interim Police Advisory Board (PAB) report.



While this broader plan is nearing completion and is reflective of provincial policing priorities – in the coming weeks, detachment commanders will be engaging with communities to identify and discuss local policing priorities as they develop their detachment annual performance plans.

The attached reporting along with your valued feedback and guidance will support the reinforcement of your policing priorities, and help ensure we are meeting your community needs on an ongoing basis. As the Chief of Police for your community, please feel free to contact me if you have any questions or concerns.

Sergeant Robert Harms
Detachment Commander
Claresholm, Alberta



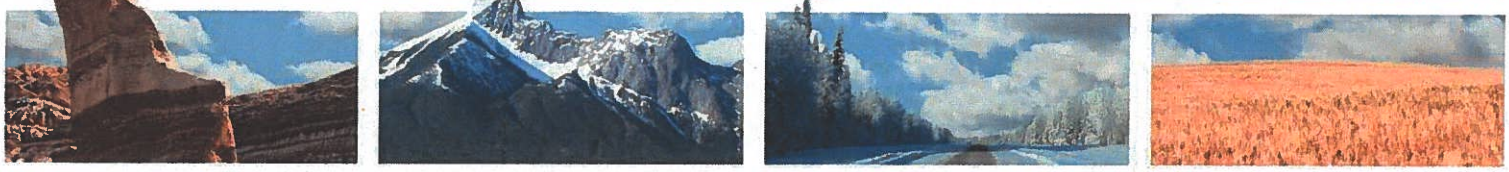
RCMP Provincial Policing Report

Detachment	Claresholm
Detachment Commander	Sgt. Robert HARMS
Quarter	Q3
Date of Report	January 26, 2022

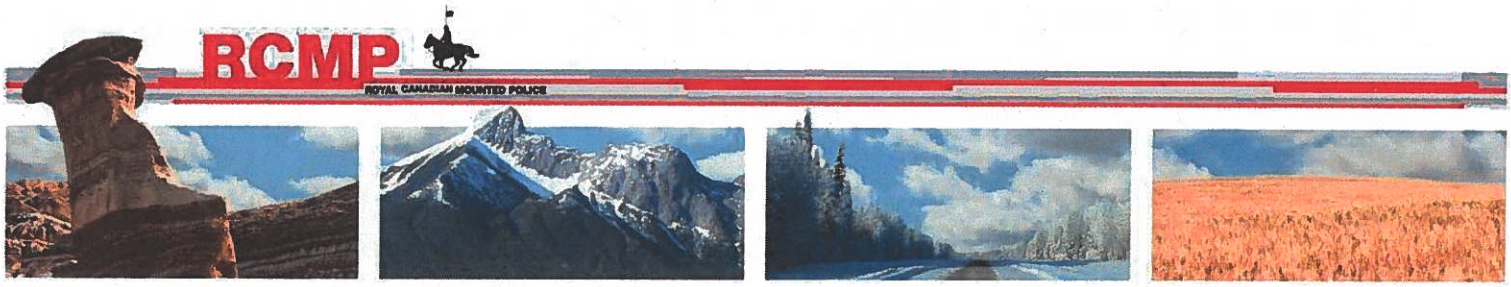
Community Consultations

Date	Attendee(s)	Notes
2021-10-05	Sgt. HARMS - Town of Claresholm Abe TINNEY, Karine KEYS	Introductions, mandates / protocols, upcoming town hall meeting and more.
2021-10-05	Sgt. HARMS - MD of Willow Brook Derrick KRIZSAN, Kelly STARLING	Introductions, mandates / protocols, upcoming town hall meeting and more.
2021-10-06	Sgt. HARMS, Cpl. ORSTEN, and Emergency Services Committee	Introductions, roles, upcoming town hall meeting and more.
2021-10-13	Sgt. HARMS, Cpl. ORSTEN - Rowan House / Safe at Home Nara FEDOZZI, Marg DEVRIES, +	Introductions, mandates, roles, processes, and partnerships.
2021-10-21	Sgt. HARMS - FCSS Multi-agency Group	Introductions, mandates and parterships.
2021-10-21	Sgt. HARMS - Town of Claresholm Mayor PETROVIC	Introductions, roles, and partnerships.
2021-10-27	Sgt. HARMS - M.D. of Willow Creek Council	Council Meeting for Q2 Report.
2021-10-28	Sgt. HARMS - Alberta Transportation and Partners	Winter Advisory meeting - partnerships.
2021-10-28	Sgt. HARMS, Det members, District members - Open Town Hall Meeting	Town Hall Meeting.
2021-11-04	Sgt. HARMS - Town of Stavely Candice GREIG	Introductions, mandates / protocols, upcoming town, mandates, and more.

Canada



Date	Attendee(s)	Notes
2021-11-08	Sgt. HARMS - Town of Claresholm Council	Council Meeting for Q2 Report
2021-11-16	Sgt. HARMS - MD of Ranchland Council	Council Meeting for Q2 Report
2021-Q3	Sgt. HARMS - Human Trafficking Group Kyle AIKEMA, Kathy DAVIES, Irene LEEDS	Human Trafficking Initiative (several meets)



Community Priorities

Priority 1	Traffic Safety (Motor Vehicle and Roads)
Current Status & Results	School / Playground Zone Patrols - A total of 55 school and playground patrols were completed and documented in Q3. 4 warnings were given, 0 tickets issued. Total to date is 75. Annual target is 50. **Above Target**. Intersection Violations - A total of 5 violation tickets and 2 written warnings related to intersections were issued in Q3. In addition 1 criminal dangerous driving charge was laid. Total violations addressed in Q3 were 8. Total to date is 24. Annual Target is 60. **Below Target** ** School and Playground patrols are well above target and continuous patrols is showing positive driving behaviour. Intersection violations are well below target but expected to increase in the next quarter.

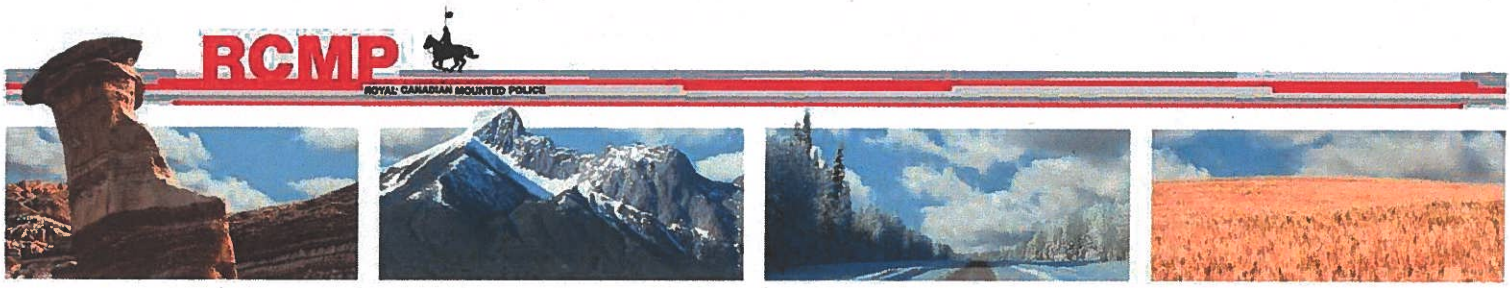
Priority 2	Police/Community Relations and Police Visibility
Current Status & Results	Foot Patrols - A total of 9 foot patrols occurred in Q3. Foot patrols were in various locations including shopping areas, parking lots, alleys, liquor establishments, and convenience stores. Total to date is 30. Annual Target is 30. **Met Annual Target** Enhanced Visibility Shifts - A total of 2 Enhanced Visibility Shifts were conducted in Q3. One was done on halloween and the other on National Impaired Enforcement Day. Both were to increase visibility, police presence, and patrols for the events. Total to date is 2. Annual Target is 2. **Met Annual Target**. Conduct Presentations for Community Partners - A total of 17 presentations / meetings was conducted in Q3. Meetings were with various partners, agencies, and groups including schools. Total to date is 23. Annual Target is 4. **Above Target**. ** All annual targets in this category are met or exceeded.

Priority 3	Crime Reduction - Prevent and Reduce Property Crime
Current Status & Results	Conduct Prolific Offender Checks - A total of 13 checks were done on prolific offenders in Q3. Such checks included curfew checks, conditions checks, and compliance checks. Total to date is 34. Annual Target is 50. **Slightly Below Target**. Conduct Quarterly Meeting Campaigns - A total of 6 media releases that were educational and crime prevention focused were completed in Q3. Total to date is 8. Annual Target is 4. **Above Target** Decrease Thefts from Vehicles - A total of 6 thefts from vehicles occurred in Q3. Lock it or loose it advisory was issued to increase awareness. Total thefts from vehicles to date is 11.

Canada



[redacted]	Annual target is to keep below 22. **Below Target (Favourable results)** The Detachment is exceeding 2 of the 3 targets in this category. Prolific offender checks is only slightly below target and expectations are that the annual target will be met.



Crime Statistics[1]

The following table provides policing statistics on actual offences within the periods listed. Please see Appendix for additional information and a five-year comparison.

Category	October - December			January - December		
	2020	*2021*	*% Change Year-over-Year*	*2020*	*2021*	*% Change Year-over-Year*
Total Criminal Code	114	100	-12%	484	493	2%
Persons Crime	37	24	-35%	106	97	-8%
Property Crime	65	60	-8%	290	304	5%
Other Criminal Code	12	16	33%	88	92	5%
Traffic Offences						
Criminal Code Traffic	9	10	11%	33	24	-27%
Provincial Code Traffic	223	182	-18%	841	896	7%
Other Traffic	0	1	N/A	7	3	-57%
CDSA Offences	3	6	100%	28	24	-14%
Other Federal Acts	3	7	133%	28	28	0%
Other Provincial Acts	49	34	-31%	160	189	18%
Municipal By-Laws	4	4	0%	23	15	-35%
Motor Vehicle Collisions	49	63	29%	139	160	15%

[1] Data extracted from a live database (PROS) and is subject to change over time.

Trends/Points of Interest

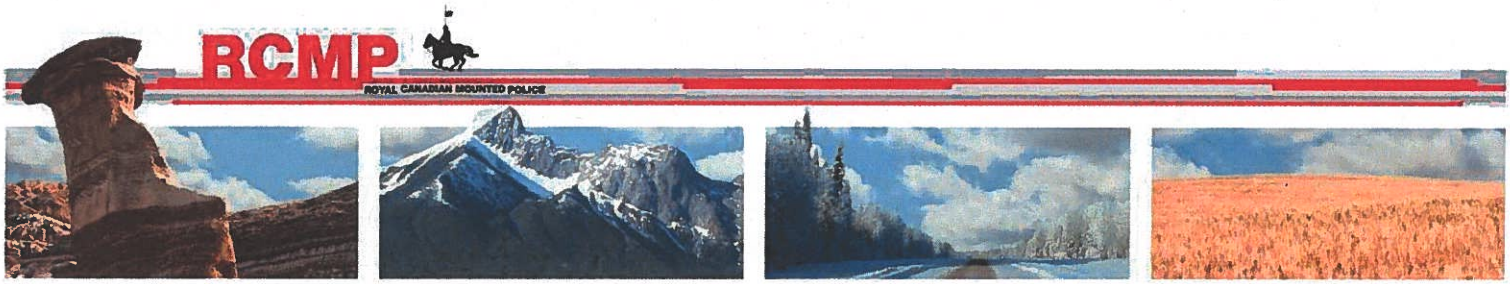
Unlike the second quarter, Q3 closed off with mixed results of which most are favourable:

Favorable results were observed in Persons Crime (35% Reduction) and Property Crime (8% Reduction). A 33% increase was observed with Other Criminal Code; however a 12% net reduction in Total Criminal Code was observed in Q3.

A 100 % increase in CDSA Offences was observed in Q3; this involved persons found in possession of drugs, reports of found suspected drugs, and found paraphernalia.

A 133% increase in Other Federal Acts was observed in Q3; this involved quarantine checks, Canada Transport violations (Drone flights), and Corrections and Conditional Release Act information.

Canada



Provincial Police Service Composition[2]

Staffing Category	Established Positions	Working	Soft Vacancies[3]	Hard Vacancies[4]
Police Officers	7	6	1	0
Detachment Support	2	2	0	0

2 Data extracted on December 31st, 2021 and is subject to change over time.
3 Soft Vacancies are positions that are filled but vacant due to maternity/paternity leave, medical leave, etc. and are still included in the overall FTE count.
4 Hard Vacancies reflect positions that do not have an employee attached and need to be filled.

Comments

Police Officers - Of the 7 established positions, 6 officers are currently working. A lateral transfer has been identified and is expected to arrive in short order to occupy the last position. At that time, the detachment will be fully staffed. 2 officers remain on Graduated Return to Work.

Detachment Support - Going into Q3, the 2 established support positions were occupied by 1 full-time resource and 1 part-time resource. On 2022-01-24, Tracey STEIN started as a part time resource. All support positions are now full.

Operations, including resources and schedules, continue to be hubbed/amalgamated with Nanton Det which is also now at full staff. Full staffing allows the RCMP to provide optimal policing to the communities.

Quarterly Financial Drivers

Canada

RCMP·GRC
ROYAL CANADIAN MOUNTED POLICE • GENDARMERIE ROYALE DU CANADA

Claresholm Provincial Crime Gauge

2021 vs. 2020
January to December

Criminal Code Offences



Total Criminal Code Offences: **2%** ***Increase***

When compared to January to December, 2020

Select Property Crime

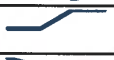
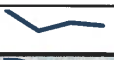


NOTE: If in both 2020 and 2021 a category had fewer than 20 offences, a percent change is not shown. All numbers without a '%' beside them represent counts.

Town of Claresholm - Claresholm Detachment
Crime Statistics (Actual)
January to December: 2018 - 2021

All categories contain "Attempted" and/or "Completed"

January 13, 2022

CATEGORY	Trend	2018	2019	2020	2021	% Change 2018 - 2021	% Change 2020 - 2021	Avg File +/- per Year
Homicides & Offences Related to Death		0	0	0	1	N/A	N/A	0.3
Robbery		1	2	0	0	-100%	N/A	-0.5
Sexual Assaults		3	9	0	2	-33%	N/A	-1.2
Other Sexual Offences		1	1	2	2	100%	0%	0.4
Assault		48	37	35	37	-23%	6%	-3.5
Kidnapping/Hostage/Abduction		4	4	0	0	-100%	N/A	-1.6
Extortion		1	0	4	0	-100%	-100%	0.1
Criminal Harassment		10	10	19	24	140%	26%	5.1
Uttering Threats		27	12	18	16	-41%	-11%	-2.7
TOTAL PERSONS		**95**	**75**	**78**	**82**	**-14%**	**5%**	**-3.6**
Break & Enter		16	24	25	14	-13%	-44%	-0.5
Theft of Motor Vehicle		17	10	7	10	-41%	43%	-2.4
Theft Over $5,000		2	3	4	4	100%	0%	0.7
Theft Under $5,000		84	62	82	57	-32%	-30%	-6.1
Possn Stn Goods		6	8	7	20	233%	186%	4.1
Fraud		51	71	52	51	0%	-2%	-1.9
Arson		0	0	1	4	N/A	300%	1.3
Mischief - Damage To Property		0	18	38	31	N/A	-18%	11.3
Mischief - Other		54	31	26	29	-46%	12%	-8.0
TOTAL PROPERTY		**230**	**227**	**242**	**220**	**-4%**	**-9%**	**-1.5**
Offensive Weapons		10	7	6	6	-40%	0%	-1.3
Disturbing the peace		21	11	15	26	24%	73%	1.9
Fail to Comply & Breaches		46	24	21	29	-37%	38%	-5.4
OTHER CRIMINAL CODE		19	17	22	13	-32%	-41%	-1.3
TOTAL OTHER CRIMINAL CODE		**96**	**59**	**64**	**74**	**-23%**	**16%**	**-6.1**
TOTAL CRIMINAL CODE		421	361	384	376	-11%	-2%	-11.2

Town of Claresholm - Claresholm Detachment
Crime Statistics (Actual)
January to December: 2018 - 2021

All categories contain "Attempted" and/or "Completed"

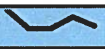
January 13, 2022

CATEGORY	Trend	2018	2019	2020	2021	% Change 2018 - 2021	% Change 2020 - 2021	Avg File +/- per Year
Drug Enforcement - Production		0	1	0	0	N/A	N/A	-0.1
Drug Enforcement - Possession		15	5	9	12	-20%	33%	-0.5
Drug Enforcement - Trafficking		5	1	12	7	40%	-42%	1.7
Drug Enforcement - Other		0	0	1	0	N/A	-100%	0.1
Total Drugs		**20**	**7**	**22**	**19**	**-5%**	**-14%**	**1.2**
Cannabis Enforcement		N/A	N/A	0	2	N/A	N/A	0.6
Federal - General		N/A	N/A	0	0	N/A	N/A	-0.1
TOTAL FEDERAL		**N/A**	**N/A**	**22**	**21**	**N/A**	**-5%**	**1.7**
Liquor Act		N/A	N/A	4	8	N/A	100%	2.4
Cannabis Act		N/A	N/A	0	1	N/A	N/A	0.3
Mental Health Act		N/A	N/A	51	82	N/A	61%	12.2
Other Provincial Stats		N/A	N/A	41	50	N/A	22%	14.1
Total Provincial Stats		**N/A**	**N/A**	**96**	**141**	**N/A**	**47%**	**29.0**
Municipal By-laws Traffic		N/A	N/A	0	1	N/A	N/A	0.3
Municipal By-laws		N/A	N/A	18	14	N/A	-22%	4.8
Total Municipal		**N/A**	**N/A**	**18**	**15**	**N/A**	**-17%**	**5.1**
Fatals		0	0	0	0	N/A	N/A	0.0
Injury MVC		1	1	4	1	0%	-75%	0.3
Property Damage MVC (Reportable)		N/A	N/A	28	30	2900%	7%	11.1
Property Damage MVC (Non Reportable)		N/A	N/A	6	6	N/A	0%	2.4
TOTAL MVC		**N/A**	**N/A**	**38**	**37**	**1750%**	**-3%**	**13.8**
Roadside Suspension - Alcohol (Prov)		N/A	N/A	0	0	N/A	N/A	0.0
Roadside Suspension - Drugs (Prov)		N/A	N/A	0	0	N/A	N/A	0.0
Total Provincial Traffic		**N/A**	**N/A**	**144**	**162**	**1373%**	**13%**	**57.2**
Other Traffic		**N/A**	**N/A**	**2**	**1**	**N/A**	**-50%**	**-0.2**
Criminal Code Traffic		**23**	**19**	**19**	**9**	**-61%**	**-53%**	**-4.2**
Common Police Activities								
False Alarms		**N/A**	**N/A**	**36**	**27**	**N/A**	**-25%**	**11.6**
False/Abandoned 911 Call and 911 Act		**N/A**	**N/A**	**8**	**6**	**N/A**	**-25%**	**2.6**
Suspicious Person/Vehicle/Property		**N/A**	**N/A**	**89**	**58**	**N/A**	**-35%**	**25.4**
Persons Reported Missing		**N/A**	**N/A**	**14**	**19**	**N/A**	**36%**	**7.0**

Claresholm Provincial Detachment
Crime Statistics (Actual)
Q3: 2017 - 2021

All categories contain "Attempted" and/or "Completed"

January 6, 2022

CATEGORY	Trend	2017	2018	2019	2020	2021	% Change 2017 - 2021	% Change 2020 - 2021	Avg File +/- per Year
Homicides & Offences Related to Death		0	0	0	0	0	N/A	N/A	0.0
Robbery		0	0	0	0	0	N/A	N/A	0.0
Sexual Assaults		5	0	0	3	1	-80%	-67%	-0.5
Other Sexual Offences		9	0	1	6	0	-100%	-100%	-1.2
Assault		14	11	5	15	12	-14%	-20%	0.0
Kidnapping/Hostage/Abduction		4	1	3	0	0	-100%	N/A	-0.9
Extortion		1	0	0	2	0	-100%	-100%	0.0
Criminal Harassment		9	1	5	5	6	-33%	20%	-0.2
Uttering Threats		6	7	6	6	5	-17%	-17%	-0.3
TOTAL PERSONS		**48**	**20**	**20**	**37**	**24**	**-50%**	**-35%**	**-3.1**
Break & Enter		9	11	4	9	4	-56%	-56%	-1.2
Theft of Motor Vehicle		4	5	2	3	7	75%	133%	0.4
Theft Over $5,000		1	0	0	3	2	100%	-33%	0.5
Theft Under $5,000		26	32	13	23	12	-54%	-48%	-3.7
Possn Stn Goods		3	6	7	0	4	33%	N/A	-0.4
Fraud		11	9	7	7	20	82%	186%	1.6
Arson		0	0	0	1	0	N/A	-100%	0.1
Mischief - Damage To Property		0	0	9	12	6	N/A	-50%	2.4
Mischief - Other		17	7	7	7	5	-71%	-29%	-2.4
TOTAL PROPERTY		**71**	**70**	**49**	**65**	**60**	**-15%**	**-8%**	**-2.7**
Offensive Weapons		0	5	1	1	3	N/A	200%	0.2
Disturbing the peace		4	3	3	1	10	150%	900%	1.0
Fail to Comply & Breaches		13	11	9	5	1	-92%	-80%	-3.0
OTHER CRIMINAL CODE		2	4	7	5	2	0%	-60%	0.1
TOTAL OTHER CRIMINAL CODE		**19**	**23**	**20**	**12**	**16**	**-16%**	**33%**	**-1.7**
TOTAL CRIMINAL CODE		138	113	89	114	100	-28%	-12%	-7.5

Claresholm Provincial Detachment
Crime Statistics (Actual)
Q3: 2017 - 2021

All categories contain "Attempted" and/or "Completed"

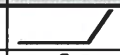
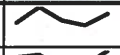
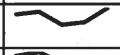
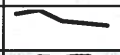
January 6, 2022

CATEGORY	Trend	2017	2018	2019	2020	2021	% Change 2017 - 2021	% Change 2020 - 2021	Avg File +/- per Year
Drug Enforcement - Production		0	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession		3	6	3	2	3	0%	50%	-0.4
Drug Enforcement - Trafficking		1	1	4	1	3	200%	200%	0.4
Drug Enforcement - Other		1	0	0	0	0	-100%	N/A	-0.2
Total Drugs		**5**	**7**	**7**	**3**	**6**	**20%**	**100%**	**-0.2**
Cannabis Enforcement		0	0	0	0	0	N/A	N/A	0.0
Federal - General		1	0	0	0	1	0%	N/A	0.0
TOTAL FEDERAL		**6**	**7**	**7**	**3**	**7**	**17%**	**133%**	**-0.2**
Liquor Act		0	1	2	2	2	N/A	0%	0.5
Cannabis Act		0	0	0	1	0	N/A	-100%	0.1
Mental Health Act		12	14	7	21	13	8%	-38%	0.9
Other Provincial Stats		21	22	13	25	19	-10%	-24%	-0.1
Total Provincial Stats		**33**	**37**	**22**	**49**	**34**	**3%**	**-31%**	**1.4**
Municipal By-laws Traffic		1	1	1	0	0	-100%	N/A	-0.3
Municipal By-laws		2	3	3	4	4	100%	0%	0.5
Total Municipal		**3**	**4**	**4**	**4**	**4**	**33%**	**0%**	**0.2**
Fatals		0	0	0	0	1	N/A	N/A	0.2
Injury MVC		3	4	2	4	3	0%	-25%	0.0
Property Damage MVC (Reportable)		48	50	40	32	54	13%	69%	-0.6
Property Damage MVC (Non Reportable)		7	8	9	13	5	-29%	-62%	0.1
TOTAL MVC		**58**	**62**	**51**	**49**	**63**	**9%**	**29%**	**-0.3**
Roadside Suspension - Alcohol (Prov)		0	0	0	0	0	N/A	N/A	0.0
Roadside Suspension - Drugs (Prov)		0	0	0	0	0	N/A	N/A	0.0
Total Provincial Traffic		**99**	**147**	**255**	**223**	**182**	**84%**	**-18%**	**24.2**
Other Traffic		**2**	**3**	**1**	**0**	**1**	**-50%**	**N/A**	**-0.5**
Criminal Code Traffic		**7**	**18**	**6**	**9**	**10**	**43%**	**11%**	**-0.3**
Common Police Activities									
False Alarms		**20**	**6**	**11**	**13**	**13**	**-35%**	**0%**	**-0.7**
False/Abandoned 911 Call and 911 Act		**2**	**3**	**1**	**5**	**5**	**150%**	**0%**	**0.8**
Suspicious Person/Vehicle/Property		**39**	**46**	**18**	**42**	**24**	**-38%**	**-43%**	**-3.4**
Persons Reported Missing		**8**	**8**	**2**	**2**	**9**	**13%**	**350%**	**-0.4**
Search Warrants		**0**	**0**	**0**	**0**	**1**	**N/A**	**N/A**	**0.2**
Spousal Abuse - Survey Code (Reported)		**4**	**10**	**9**	**5**	**5**	**25%**	**0%**	**-0.3**
Form 10 (MHA) (Reported)		**0**	**0**	**0**	**2**	**0**	**N/A**	**-100%**	**0.2**

Claresholm Provincial Detachment
Crime Statistics (Actual)
January to December: 2017 - 2021

All categories contain "Attempted" and/or "Completed"

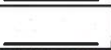
January 6, 2022

CATEGORY	Trend	2017	2018	2019	2020	2021	% Change 2017 - 2021	% Change 2020 - 2021	Avg File +/- per Year
Homicides & Offences Related to Death		0	0	0	0	1	N/A	N/A	0.2
Robbery		1	1	2	0	0	-100%	N/A	-0.3
Sexual Assaults		9	4	11	3	4	-56%	33%	-1.1
Other Sexual Offences		11	3	3	8	2	-82%	-75%	-1.3
Assault		54	60	42	40	41	-24%	3%	-4.6
Kidnapping/Hostage/Abduction		4	4	5	0	0	-100%	N/A	-1.2
Extortion		1	1	0	4	0	-100%	-100%	0.1
Criminal Harassment		25	16	14	26	29	16%	12%	1.8
Uttering Threats		29	35	19	25	20	-31%	-20%	-2.8
TOTAL PERSONS		**134**	**124**	**96**	**106**	**97**	**-28%**	**-8%**	**-9.2**
Break & Enter		34	34	44	36	28	-18%	-22%	-1.0
Theft of Motor Vehicle		18	20	17	10	21	17%	110%	-0.4
Theft Over $5,000		5	5	5	10	5	0%	-50%	0.5
Theft Under $5,000		101	104	80	106	74	-27%	-30%	-5.2
Possn Stn Goods		20	15	15	6	28	40%	367%	0.7
Fraud		48	34	41	45	70	46%	56%	5.5
Arson		1	1	0	1	4	300%	300%	0.6
Mischief - Damage To Property		0	0	26	45	43	N/A	-4%	13.1
Mischief - Other		71	60	42	31	31	-56%	0%	-10.9
TOTAL PROPERTY		**298**	**273**	**270**	**290**	**304**	**2%**	**5%**	**2.9**
Offensive Weapons		8	15	9	7	12	50%	71%	0.0
Disturbing the peace		21	23	13	15	26	24%	73%	0.2
Fail to Comply & Breaches		53	60	41	37	33	-38%	-11%	-6.3
OTHER CRIMINAL CODE		19	27	26	29	21	11%	-28%	0.6
TOTAL OTHER CRIMINAL CODE		**101**	**125**	**89**	**88**	**92**	**-9%**	**5%**	**-5.5**
TOTAL CRIMINAL CODE		533	522	455	484	493	-8%	2%	-11.8

Claresholm Provincial Detachment
Crime Statistics (Actual)
January to December: 2017 - 2021

All categories contain "Attempted" and/or "Completed"

January 6, 2022

CATEGORY	Trend	2017	2018	2019	2020	2021	% Change 2017 - 2021	% Change 2020 - 2021	Avg File +/- per Year
Drug Enforcement - Production		0	0	1	0	0	N/A	N/A	0.0
Drug Enforcement - Possession		21	18	11	14	15	-29%	7%	-1.6
Drug Enforcement - Trafficking		5	6	8	13	9	80%	-31%	1.5
Drug Enforcement - Other		1	0	0	1	0	-100%	-100%	-0.1
Total Drugs		**27**	**24**	**20**	**28**	**24**	**-11%**	**-14%**	**-0.2**
Cannabis Enforcement		0	0	0	0	2	N/A	N/A	0.4
Federal - General		4	3	2	0	2	-50%	N/A	-0.7
TOTAL FEDERAL		**31**	**27**	**22**	**28**	**28**	**-10%**	**0%**	**-0.5**
Liquor Act		4	7	8	8	12	200%	50%	1.7
Cannabis Act		0	0	2	3	6	N/A	100%	1.5
Mental Health Act		48	59	44	65	87	81%	34%	8.4
Other Provincial Stats		92	103	66	84	84	-9%	0%	-3.5
Total Provincial Stats		**144**	**169**	**120**	**160**	**189**	**31%**	**18%**	**8.1**
Municipal By-laws Traffic		1	4	2	0	1	0%	N/A	-0.4
Municipal By-laws		26	32	17	23	14	-46%	-39%	-3.3
Total Municipal		**27**	**36**	**19**	**23**	**15**	**-44%**	**-35%**	**-3.7**
Fatals		0	2	0	1	1	N/A	0%	0.1
Injury MVC		10	10	17	8	13	30%	63%	0.4
Property Damage MVC (Reportable)		143	140	120	110	131	-8%	19%	-5.4
Property Damage MVC (Non Reportable)		22	28	33	20	15	-32%	-25%	-2.2
TOTAL MVC		**175**	**180**	**170**	**139**	**160**	**-9%**	**15%**	**-7.1**
Roadside Suspension - Alcohol (Prov)		0	0	0	0	0	N/A	N/A	0.0
Roadside Suspension - Drugs (Prov)		0	0	0	0	0	N/A	N/A	0.0
Total Provincial Traffic		**424**	**693**	**1,288**	**841**	**896**	**111%**	**7%**	**109.2**
Other Traffic		**5**	**11**	**14**	**7**	**3**	**-40%**	**-57%**	**-0.8**
Criminal Code Traffic		**34**	**50**	**39**	**33**	**24**	**-29%**	**-27%**	**-3.7**
Common Police Activities									
False Alarms		**76**	**68**	**39**	**45**	**45**	**-41%**	**0%**	**-8.5**
False/Abandoned 911 Call and 911 Act		**16**	**12**	**7**	**12**	**13**	**-19%**	**8%**	**-0.6**
Suspicious Person/Vehicle/Property		**96**	**133**	**113**	**155**	**114**	**19%**	**-26%**	**5.8**
Persons Reported Missing		**29**	**22**	**22**	**17**	**24**	**-17%**	**41%**	**-1.5**
Search Warrants		**0**	**0**	**0**	**0**	**2**	**N/A**	**N/A**	**0.4**
Spousal Abuse - Survey Code (Reported)		**23**	**41**	**31**	**19**	**20**	**-13%**	**5%**	**-2.8**
Form 10 (MHA) (Reported)		**0**	**0**	**0**	**6**	**8**	**N/A**	**33%**	**2.2**

ACTION ITEMS

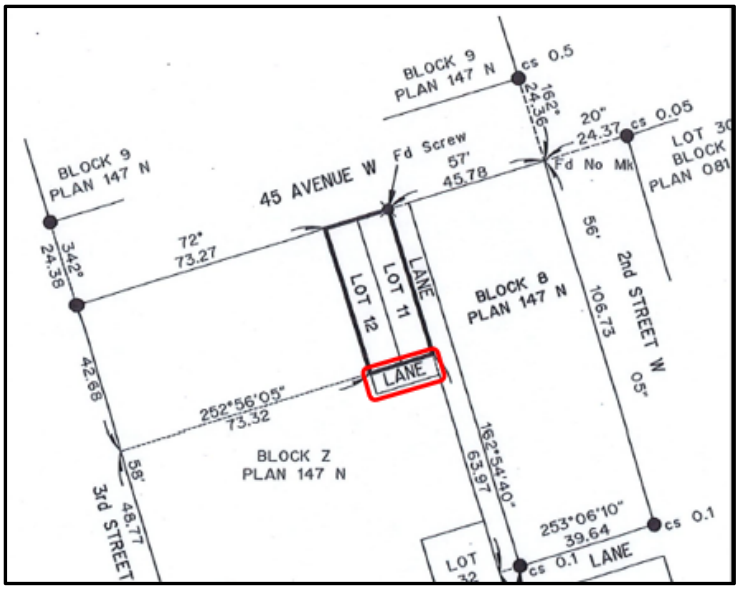
REQUEST FOR DECISION

Meeting: February 14, 2022
Agenda Item: 1

BYLAW No.1728 – ROAD CLOSURE (ALLEY) 2nd & 3rd READINGS

Council passed 1st reading of Bylaw No. 1728 on October 25, 2021. Following the required two weeks circulation, the public hearing was held on November 22, 2021. There were no comments received at the public hearing. The bylaw has been circulated and returned from the Minister of Transportation and is now presented for 2nd and 3rd readings.

Following the passing of the road closure bylaw, the land will be transferred to the adjacent landowner. Additionally, the land use bylaw amendment (to re-zone that roadway to the residential land use district) will be presented for 2nd and 3rd readings following advertising for that public hearing (being prepared for an upcoming Council agenda).



RECOMMENDED ACTION:

Council pass a resolution to give Bylaw No. 1728, a Road Closure Bylaw, 2nd and 3rd readings.

PROPOSED RESOLUTIONS:

Moved by Councillor _____ to give Bylaw No. 1728, a Road Closure Bylaw, 2nd Reading.

Moved by Councillor _____ to give Bylaw No. 1728, a Road Closure Bylaw, 3rd and final Reading.

ATTACHMENTS:
1. Bylaw No. 1728 Road Closure Bylaw (signed by the Minister of Transportation).

APPLICABLE LEGISLATION:
1. Municipal Government Act, RSA 2000, Chapter M-26, Section

PREPARED BY: Tara VanDellen, Planner/Development Officer

APPROVED BY: Abe Tinney, CAO DATE: February 9, 2022

Claresholm

TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW No. 1728

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 is not 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 147N
BLOCK 8
THAT PORTION OF LANE LYING WEST OF THE SOUTHERLY PRODUCTION OF THE EAST BOUNDARY OF LOT 11 AND EAST OF THE SOUTHERLY PRODUCTION OF THE WEST BOUNDARY OF LOT 12

READ a **first** time this **25** day of **October, 2021**.

Chief Elected Official Seal

Chief Administrative Officer

Approved this 20th day of January, 2022

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

REQUEST FOR DECISION

Meeting: February 14, 2022
Agenda Item: 2

BYLAW No. 1732 - LAND USE BYLAW No.1525 AMENDMENT



The applicant has applied for a land use bylaw amendment for the re-zoning of the property located at Lot 2 & 3, Block 1, Plan 658LK, from I1 (Industrial) to C2 (Highway Commercial). The purpose of the amendment is to accommodate highway commercial development. Any proposed use, and development (structures) proposed will be dealt with through the land use bylaw permit process (MPC or development officer) following the successful passage of this land use bylaw amendment. At that time items such as parking, setbacks, landscaping, etc. will be looked at, and therefore not a consideration of the land use bylaw amendment. This bylaw amendment is the first step in aligning the land use district with the intended development. Council would review if the zoning fits within statutory planning documents as noted below and fits within the location for that land use district.

In accordance with the Municipal Government Act (MGA) Section 692, the land use bylaw amendment requires a public hearing and advertisement prior to giving second reading and notice given in accordance with MGA Section 606.

When redesignating land from one land use district to another, Council should consider the following when making a decision:

(a) compliance with applicable standards and provisions of the Land Use Bylaw;

(b) consistency with any adopted statutory plans;

(c) compatibility with adjacent uses;

(d) development potential/suitability of the site;

(e) availability of facilities and services (sewage disposal, domestic water, gas, electricity, police and fire protection, schools, etc.), to serve the subject property and any potential impacts to levels of service to existing development;

(f) potential impacts on public roads;

(g) setback distances contained in the *Subdivision and Development Regulation* of the Act;

(h) supply of suitably designated land;

(i) public comment and any applicable review agency comments; and

(j) any other matters deemed pertinent.

The application was circulated to Gavin Scott, Planner from ORRSC for review/comments regarding compliance with Town Statutory plans and the Land Use Bylaw (LUB). He notes that in the context of the Municipal Development Plan policies 4.4.4 and 4.4.6 indicate that Highway commercial uses are appropriately located with Highway frontage. As a consideration for redesignation Council should note all the uses listed in the LUB and be comfortable with the potential for those uses to be established at this location.

Locationally, it is notable that the property on the northeast corner of Highways 2 and 520 (across the street) has been designated Highway Commercial for some time now and functions adequately. Access to these parcels is a matter for Alberta Transportation who would not necessarily be concerned about redesignation but may weigh in when a development proposal is put forward.

The Municipal Planning Commission reviewed the application at their meeting held February 11, 2022 in regards to statutory planning and uses within this specific location. The Development Department does not have any concerns with uses or compatibility and recommends 1st reading.

PROPOSED RESOLUTIONS:

Council pass a motion to give Bylaw No. 1732 a bylaw to amend Land Use Bylaw No.1525 1st reading.

RECOMMENDED ACTION:

Moved by Councillor _____ to give first reading to Bylaw No. 1732, a bylaw to amend Land Use Bylaw No.1525.

ATTACHMENTS:
1.) Draft Bylaw No. 1732 / Map
2.) Land use districts (C2 & I1)

APPLICABLE LEGISLATION:
1.) LUB No.1525 & MDP No.1644
2.) Municipal Government Act, RSA 2000, Chapter M-26, Section 606 – Requirements for Advertising.
3.) Municipal Government Act, RSA 2000, Chapter M-26, Section 230 – Public Hearings.

PREPARED BY: Tara VanDellen, Planner/Development Officer

APPROVED BY: Abe Tinney, CAO DATE: February 10, 2022

TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW # 1732

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

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

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

WHEREAS the Town of Claresholm is in receipt of an application to redesignate lands for the purpose of a commercial development.

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

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

   LAND USE DISTRICT MAP

   Lots 2 &3 Block 1 Plan 658LK

   Be amended by changing the lands from “Industrial - I1” to “Highway Commercial -C2” as per “Schedule A” attached.

2. This Bylaw shall take effect on the date of final passage.
3. That Bylaw #1732 be consolidated with Bylaw #1525.
4. Bylaw #1525 is hereby amended.

Read a first time in Council this day of 2022 A.D.

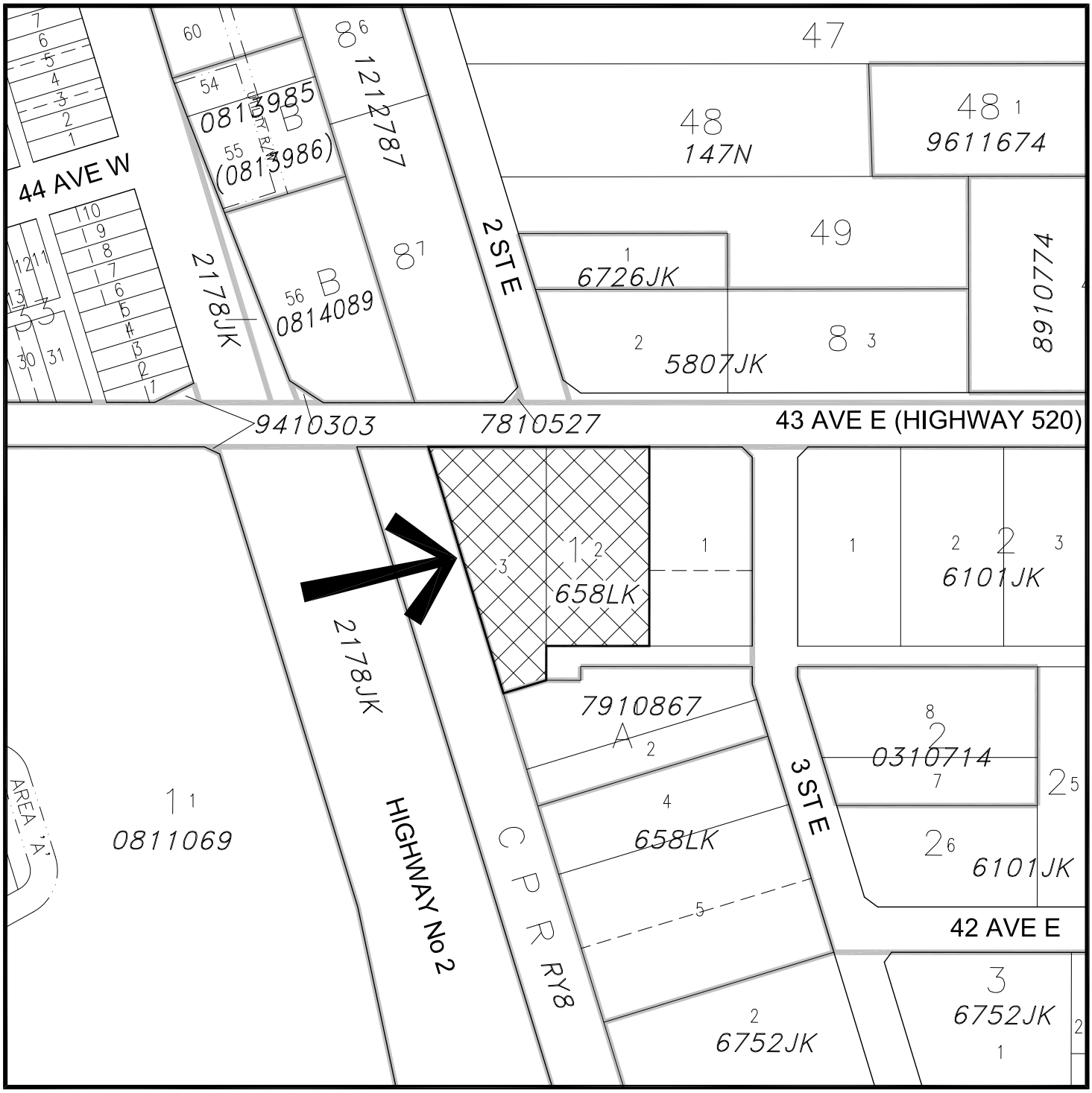
Read a second time in Council this day of 2022 A.D.

Read a third time in Council and finally passed in Council this day of 2022 A.D.

Chelsae Petrovic, Mayor

Abe Tinney, Chief Administrative Officer

DRAFT



LAND USE DISTRICT REDESIGNATION
SCHEDULE 'A'

FROM: Industrial I1

TO: Highway Commercial C2

LOTS 2 & 3, BLOCK 1, PLAN 658LK WITHIN
NE 1/4 SEC 23, TWP 12, RGE 27, W 4 M
MUNICIPALITY: TOWN OF CLARESHOLM
DATE: NOVEMBER 4, 2021

Bylaw #: 1732

Date: _____

OLDMAN RIVER REGIONAL SERVICES COMMISSION

0 Metres 50 100 150 200

N

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

"NOT RESPONSIBLE FOR ERRORS OR OMISSIONS"

November 04, 2021 N:\Willow-Creek-MD\Claresholm\Claresholm LUD & Land Use Redesignations\Claresholm LUD Redesignation 1732 – Lots 2&3, Block 1, Plan 658LK Schedule A.dwg

HIGHWAY COMMERCIAL – C2

INTENT: This district is intended to ensure the sites adjacent to the highway are reserved for appropriate commercial uses.

1. PERMITTED USES

Accessory building
Accessory structure
Accessory use
Alternative energy, solar (wall and roof mounted)
Amusement facility
Animal care service, minor
Business support services
Café/Coffee shop
Convenience store
Cultural facility
Drive-in restaurant
Equipment sales, rental and service
Fitness centre
Gas bar
Hotel
Motel
Office
Vehicle sales and rental
Vehicle sales and service
Restaurant
Service station
Shipping container, temporary
Signs in accordance with Schedule 2

DISCRETIONARY USES

Alternative energy, solar (ground mounted)
Auctioneering facility
Breweries, distilleries and wineries
Bulk fuel storage and sales
Caretaker's suite
Car wash
Farm/industrial machinery sales, rental and service
Food processing facility, minor
Liquor store
Outdoor patio
Public utility
Retail cannabis store
Retail store, large scale
Shipping container, permanent
Signs in accordance with Schedule 2
Theatre, drive in movie
Tire business
Truck stop
Truck transportation depot

2. MINIMUM LOT SIZE

	Width		Length		Area	
	m	ft.	m	ft.	m^2	sq. ft.
All uses	30.5	100	45.7	150	1,393.5	15,000

3. MINIMUM SETBACK DIMENSIONS

As required by the Development Authority and the provincial building requirements.

4. ACCESS

Access, wherever possible, shall be from service roads onto Highway 2. Access points onto service roads shall be approved by the Development Authority.

5. SCREENING

The Development Authority shall prescribe or approve screening for uses which involve the outdoor storage of goods, machinery, vehicles, building materials and other items.



6. **SIGNS** – See Schedule 2.

7. **STANDARDS OF DEVELOPMENT** – See Schedule 4.

8. **FENCING REQUIREMENTS** – See Schedule 7.

9. **PARKING AND LOADING SPACE REQUIREMENTS** – See Schedule 8.

10. **LANDSCAPING STANDARDS** – See Schedule 9.

11. **SHIPPING CONTAINER REGULATIONS** – See Schedule 11.

12. **TELECOMMUNICATION ANTENNA STRUCTURES** – See Schedule 12.

13. **CANNABIS REGULATION** – See Schedule 14.



INDUSTRIAL – I1

INTENT: This district is intended to provide for a broad range of industrial and storage uses. The location of individual uses will have regard to both the effect on adjacent uses and the ability to provide adequate services to the site.

1. PERMITTED USES

Accessory buildings
Accessory structure
Accessory use
Alternative energy, solar (wall and roof mounted)
Amusement facility
Animal care service, major
Auctioneering facility
Breweries, distilleries and wineries
Building supplies
Bulk fuel storage and sales
Business support services
Contractor, general
Contractor, limited
Equipment sales, rental and service
Farm supplies and service
Farm/industrial machinery sales, rental and service
Fitness centre
Food processing facility, minor
Garden centre
Greenhouse
Light fabrication shops
Light industrial
Manufactured home sales and service
Offices
Public utility
Recycling facility
Retail store
Retail store, large scale
Shipping container, permanent
Shipping container, temporary
Signs in accordance with Schedule 2
Truck transportation depot
Vehicle sales and service

DISCRETIONARY USES

Abattoir
Alternative energy, solar (ground mounted)
Alternative energy, wind
Aquaculture
Aquaponics
Auto body and paint shop
Cannabis production facility
Caretaker suite
Food processing facility, major
Grain elevator
Intensive horticulture operations or facilities
Manufacturing and fabrication
Market garden
Mini-storage and self storage
Municipal works storage shops
Natural resource extractive uses
Oilfield servicing operation
Retail cannabis store
Salvage or waste disposal facility
Signs in accordance with Schedule 2
Storage yard
Theatre, drive-in movie
Tire business
Truck stop
Warehousing

2. MINIMUM LOT SIZE

	Width		Length		Area	
	m	ft.	m	ft.	m^2	sq. ft.
All uses	As required by the Development Authority				1,114.8	12,000

3. MINIMUM SETBACK DIMENSIONS

Use	Front		Side		Rear	
	m	ft.	m	ft.	m	ft.
All uses	9.1	30	6.1	20	6.1	20

4. SCREENING

The Development Authority shall prescribe or approve screening for uses which involve the outdoor storage of goods, machinery, vehicles, building materials and other items.

5. SIGNS – See Schedule 2.

6. FENCING REQUIREMENTS – See Schedule 7.

7. PARKING AND LOADING SPACE REQUIREMENTS – See Schedule 8.

8. LANDSCAPING STANDARDS – See Schedule 9.

9. SHIPPING CONTAINER REGULATIONS – See Schedule 11.

10. TELECOMMUNICATION ANTENNA STRUCTURES – See Schedule 12.

11. CANNABIS REGULATION – See Schedule 14.



DELEGATION FOLLOW-UP

Meeting: February 14, 2022
Agenda Item: 3

Calgary Regional Airshed Zone (CRAZ)

DESCRIPTION:

Members of CRAZ visited Council at the last meeting (January 24) and discussed their company's services (see attached). The group asked Council to consider two things:

1) provide a location for a purple air monitor

2) become a member, for a fee of $0.10 per capita, or $378 per year.

DISCUSSION/OPTIONS:

1) Provide a location for Purple Air Monitor

The group indicated they have someone in the group to help choose an ideal location. We suggest the town office because of access to power and wifi.

Purple Airs at Municipalities:

1. Town of Banff Municipal Office
2. Benchlands Fire Department (for the MD of Exshaw)
3. Rocky View Municipal Office
4. Town of Crossfield is looking for a spot
5. Wheatland County is trying to find a good location in Rosebud
6. Town of Black Diamond Municipal Building
7. Town of Okotoks Sport complex
8. Lake Louise – Parks Canada is trying to find a good location with wifi

2) Become a member

CRAZ empowers schools, municipalities, industries and the general public through through initiatives and collaborative learning.

-Inidicated they would visit the town with information session
-will collaborate with the elementary school to teach about air quality and pollution
-provide workshops on the following topics: building healthier communities, industry and air quality, dust health effects and suppression, transportation and air quality, air quality forum.

-the Town of Black Diamond is a member, and assigns an elected official to sit on the board under the government sector. Membership does not necessarily mean Claresholm will have a member on the board, but a Town representative will be a part of the "government sector" and attend the AGM

and can sit on a committee that provides direction to CRAZ, and possibly become a member of the board.

If Council is not interested in either option, then no action is required.

PROPOSED RESOLUTIONS:

MOVED by Councillor_____ to approve the installation of the Purple Air Monitor at the town office, and yearly membership in CRAZ at a cost of $378.

ATTACHMENTS:

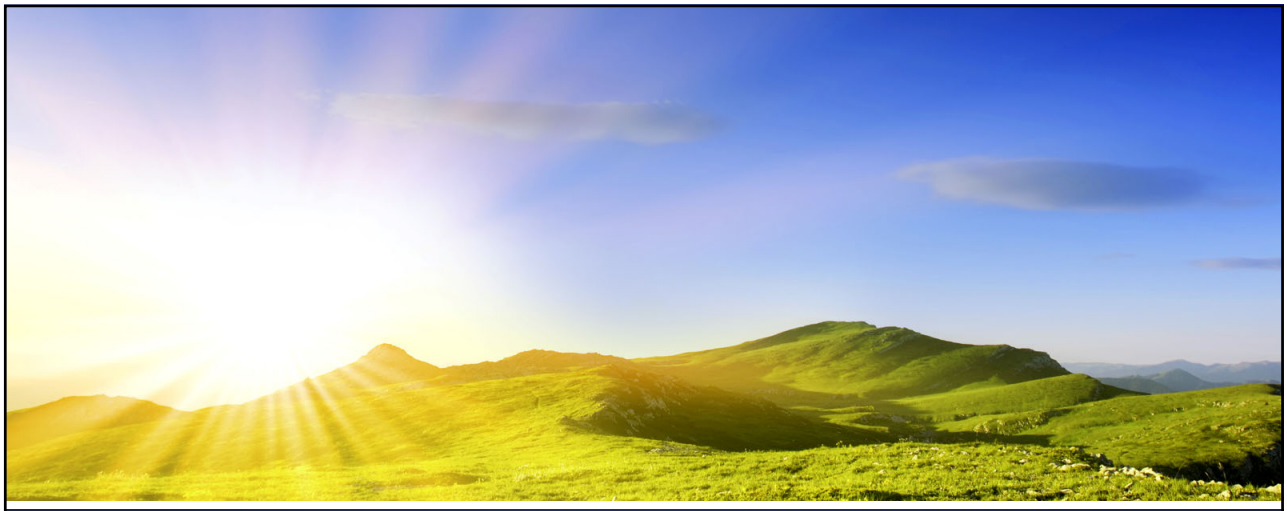
1.) CRAZ presentation (01.24.22)
2.) Benefits to Membership Report

APPLICABLE LEGISLATION:

1.) N/A

PREPARED BY: Abe Tinney, CAO

APPROVED BY: Abe Tinney, CAO DATE: February 10, 2022



Calgary Region Airshed Zone

Jill Bloor, Executive Director

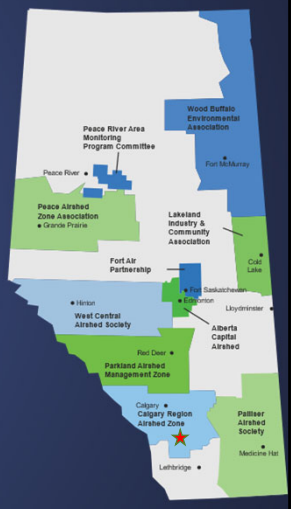
Tanya Carlson, Engagement Program Manager

VISION
The region's air quality supports and fosters a healthy and vibrant population, ecosystem, and economy.

MISSION
We monitor, analyze, and engage with stakeholders to develop strategies that positively impact air quality within the region.

What is the Calgary Region Airshed Zone (CRAZ)?

- An airshed is a group of stakeholders (government, industry, non-profit, public) that work towards maintaining and improving the air quality in a geographical region.
- One of 10 Airsheds in Alberta.
- Created in 2005, as a non-profit society by a broadly-based regional group representing industry, community and environmental groups, local governments, and the Province;
- CRAZ boundaries include 40 municipalities and First Nations that are home to approximately 1.4 million Albertans.
- Includes more than 100 industrial sites.



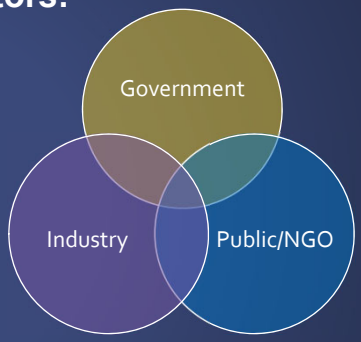
CRAZ
CALGARY REGION AIRSHED ZONE

Making the invisible visible!

Cross-Section of Members

CRAZ is comprised of three sectors:

- **Government**
  - Federal
  - Provincial
  - Municipal
- **Industry**
  - Rock
  - Oil & Gas
  - Forestry
  - Chemical
- **Public and Non-Government Organizations (NGOs)**



CRAZ CALGARY REGION AIRSHED ZONE

Making the invisible visible!

Why Air Quality Monitoring

"Measurement is the first step that leads to control and eventually to improvement. If you can't measure something, you can't understand it. If you can't understand it, you can't control it. If you can't control it, you can't improve it." — H James Harrington

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CRAZ is collaborating with Environment and Climate Change Canada (ECCC) to bring Purple Air Monitoring to the region.

Purple Air Monitors are low cost sensors that are used to supplement government air data to provide a better understanding of local-scale air pollution. The level of pollution can change quickly and vary within the same neighborhood, these monitors provide air quality maps for communities to better protect vulnerable populations.

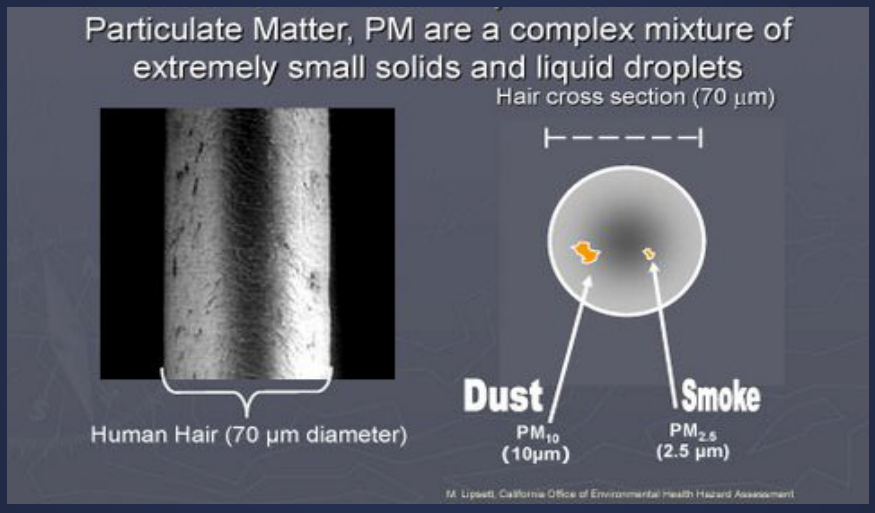
Purple Air Project | Calgary Region Airshed Zone (craz.ca)

CALGARY REGION AIRSHED ZONE

Purple Air Project



Non-Threshold Toxics – $PM_{2.5}$



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Monitoring

Continuous Monitoring

- Three (3) continuous ambient air monitoring stations:
  - Calgary Northwest
  - Calgary Inglewood
  - Calgary Southeast
- 4th monitoring station in Airdrie being operated by AEP
- Portable Air Monitoring Laboratory (PAML)





Real-time air quality data for continuous monitoring stations is available on the CRAZ website: https://craz.ca/monitoring

Health Risk of $PM_{2.5}$ and O_3

- Aggravation of asthma, lung inflammation & damage, pneumonia, heart-attack
- Increased school and work absenteeism & reduced physical activity and work productivity
- Increased use of medication, physician visits, emergency room visits, hospitalizations, premature death

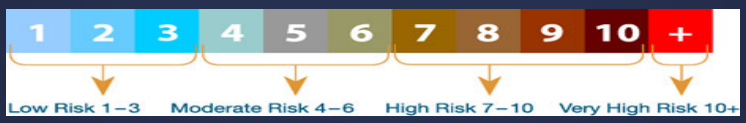
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AQHI

Air Quality Health Index (AQHI)

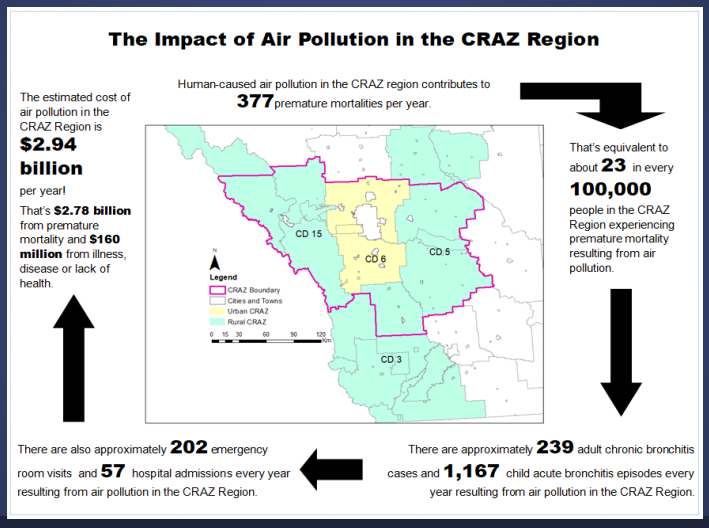
- A tool that measures air quality in your community and reports it on a scale from 1 to 10.
- The lower the number the lower the risk.
- Primarily uses $PM_{2.5}$, O_3, and NO_2 to calculate AQHI
  - For Alberta, additional pollutants (SO_2, H_2S, TRS, CO) are included if measured levels exceed the AAAQOs.
- AQHI app for iPhone and iPad



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Key health and economic impacts in CRAZ



CRAZ CALGARY REGION AIRSHED ZONE

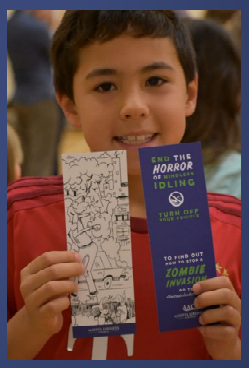
Making the invisible visible!

Commitment to Community

To share knowledge through tours, school programs, and workshops.









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Workshops

- Building Healthier Communities Together
- Industry & Air Quality
- Dust Health Effects and Suppression
- Transportation & Air Quality
- Let's Talk About Air Quality Forum

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Commitment to Learning



To teach about air quality monitoring.





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Making the invisible visible!

Engaging With Students

Creating Clean Air Responsible Schools Program with Inside Education

Creating a Grade 5 Air Quality Lesson Plan

Clean Air Day

Clean Air Day Fair

Mayors Environment Expo

Stay tuned to Celebrate Clean Air Day June 2nd, 2021

Created Fun and Engaging Videos for kids with Alberta Airsheds Council

Zombie Video

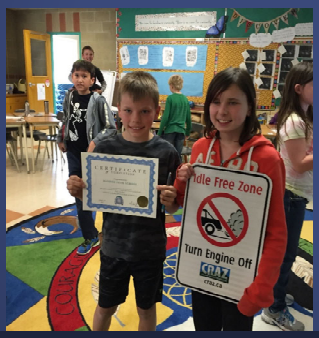
CRAZ CALGARY REGION AIRSHED ZONE

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Commitment to Members

CRAZ works hard to empower through initiatives and collaborative learning to schools, municipalities, industries and the general public.







CRAZ CALGARY REGION AIRSHED ZONE

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Working with our Members

Simplified Guide to Wildfire Smoke

Guide to Wildfire Smoke

City of Calgary Environmental Strategy Committee

Calgary Metropolitan Regional Board Technical Committee

Clean Air Strategic Alliance Non-Point Source Technical Committee

South Saskatchewan Regional Plan Air Quality Policy

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CRAZ Committees

- Engagement
- Air Quality Management
- Technical
- Finance
- Smoke

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Collaboration and Consensus	• Multi-stakeholder based organization with a consensus based decision making process that enables all parties to move forward with a common goal
Network and Community	• Representatives from gov't, industry, public, educators, & technical experts working together • Opportunity to build relationships across a broad network of experienced & dedicated professionals
Environment, Social and Governance	• Protect your license to operate • Shape public policy • Community investment opportunities
Education and Outreach	• Comprehensive educational and training programs available for members
Trusted Partner	• Recognized as a respected and authoritative ally on air quality • Platform to find solutions that benefit all members and promote best practices

Join us

Thank you for allowing us to come and speak with you today.

We are hoping that you will consider 2 things:

Installation of Purple Air Monitor

Membership in CRAZ

$378/year

$0.10/capita

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Contact Us



www.craz.ca

www.craz.ca/blog



@CalgaryAirshed



Calgary Region Airshed Zone

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With our Appreciation



Jill Bloor – Executive Director

Mandeep Dhaliwal – Air Quality Program Manager

Tanya Carlson – Engagement Program Manager

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BENEFITS OF MEMBERSHIP



CALGARY REGION AIRSHED ZONE

WELCOME

Thank you for allowing us to work for you! Our members help lead our path in creating a vision to have great air quality in our region. Being a member of CRAZ allows us to react and prepare to Provincial and Federal government guidelines, educate the public and be your air quality specialists.

CRAZ requires membership fees to continue to undertake the work we do on your behalf. Your membership and support are important for CRAZ to continue to operate. To learn more about CRAZ and membership please visit us www.craz/membership

Sincerely,

Jill Bloor, B.A., M.N.A., RSW
Executive Director



ABOUT US

Established in 2007, the Calgary Region Airshed Zone (CRAZ) provides comprehensive air quality service and representation to more than 30 municipalities, 200 industry members, and all provincial government agencies within a region of south-central Alberta that is home to more than 1.8 million Albertans.

In its 15-year history, CRAZ has established comprehensive baseline air quality data throughout the region for key air quality parameters and has acted on behalf of all residents within the Calgary Metropolitan Area to respond to mandatory management planning in response to elevated air quality levels.

CRAZ has an active technical committee which brings together air quality specialists from industry, government, and the private sector to address all aspects of regional air quality monitoring, and management.

CRAZ also operates the provincial ambient air quality monitoring program within its boundaries, including three permanent monitoring stations located in the Calgary area; owns and operates a portable air quality monitoring laboratory that can be deployed in response to local air quality areas of interest and has supported a number of collaborative education and engagement programs throughout its region, often bringing industry resources to enrich such programs.



KEY BENEFITS

Collaboration and Consensus

- Multi-stakeholder based organization with a consensus based decision making process that enables all parties to move forward with a common goal

Network and Community

- Representatives from gov't, industry, public, educators, & technical experts working together
- Opportunity to build relationships across a broad network of experienced & dedicated professionals

Environment, Social and Governance

- Protect your license to operate
- Shape public policy
- Community investment opportunities

Education and Outreach

- Comprehensive educational and training programs available for members

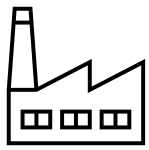
Trusted Partner

- Recognized as a respected and authoritative ally on air quality
- Platform to find solutions that benefit all members and promote best practices

MULTI-STAKEHOLDER MEMBERSHIP

To create a long-term funding formula, CRAZ engaged with members to discuss a figure value for emission totals for industrial members, a per capita fee for municipalities, and a set amount for all other member categories.

Research shows that establishing a formula with input from members has more success for voluntary compliance than setting a rate system and attempting to implement such.



INDUSTRIES

TOTAL EMISSIONS REPORTED FOR THE NO_2, SO_2, VOC AND $PM_{2.5}$ POLLUTANTS THAT AN INDUSTRY REPORTS



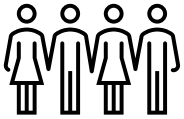
MUNICIPALITIES

$0.10/CAPITA; BASED ON MOST RECENT CENSUS



GOVERNMENT OF ALBERTA

OPERATIONS GRANTS AND MONITORING CONTRACTS



NGO/PUBLIC INDIVIDUALS

$50/YEAR

"Air Quality is everyone's business! As we know, AIR knows NO boundaries. Foothills County actively considers Air Quality with initiatives to reduce dust, odour and other emissions in the areas of transportation, agriculture, planning & development, efficient municipal buildings, policies and implementing a new burn-permit process."
Suzanne Oel, Reeve of Foothills County

BOARD

CRAZ Board of Directors consists of 5 Industry members, 6 NGO/Public, and 5 Government bodies (AEP, AHS, AER, City of Calgary, and a rural/small urban rep. Directors hold a two-year position, and each sector agrees as a group to put a representative forward for voting at the Annual General Meeting. Being a member of the Board allows members to shape the strategic direction of CRAZ and advance action on priorities in air quality management.

COMMITTEES

Members join various CRAZ committees and guide the organizations focus and prioritize action that benefits the airshed. The networking, goal setting, data analyzing, education and outreach planning are just a small section of what our committees accomplish in air quality management. Each committee outlined below is made up of representatives from government, industry, NGO's, and the public.

Air Quality Management Planning (AQMP)

AQMP committee is responsible for the review and reporting of the Air Quality Monitoring Plan by assessing the status and achievement of the deliverables. The committee will ensure stakeholders are effectively and efficiently working on the AQMP action list. The knowledge of this committee is extensive with its representatives from members of government, independent air quality specialists, municipal representatives, and the public.

This committee meets monthly on the 2nd Wednesday.

Engagement

The Engagement committee services to increase understanding about the causes of air pollution and build awareness of the changes we can make to reduce air pollution among the people who live and work in the airshed zone. The committee members have experience in employee engagement, marketing, communications (internal and corporate), public relations and public affairs. The committee develops and delivers engagement, education, and outreach programs throughout the region.

This committee meets monthly on the 2nd Wednesday.

Policy and Research

The Policy and Research committee reviews the different levels of relevant government guidelines, frameworks, or policies to assess implications on the CRAZ airshed. Relevant publications reviewed include existing air quality monitoring as well as, planning and management policies in Alberta, Canada, and internationally as they become available. Members that join this committee are experienced in public policy, government relations, air quality technical knowledge, and data analysts.

This committee meets monthly on the 1st Friday.

Technical

The Technical committee reviews of all technical aspects related to air quality monitoring and the data produced, with the intent to inform the Board of Directors to make informed air quality monitoring decisions as required. The Committee will provide information for review and distribution to affected businesses, agencies, regulators, and the public. Members are experienced in air quality and environmental monitoring, compliance monitoring and data analysis.

This committee meets monthly on the 3rd Tuesday.

Smoke Working Group

The Smoke Working Group works together in a multi-stakeholder capacity to create a guideline that municipalities can use to create a healthy community during wildfire smoke events. Members experience in communication, marketing, health and safety, emergency management, and municipal planning are beneficial to this committee.

Join us

Committee members help drive impactful positive change within the airshed. Committee members develop work plans yearly to encourage growth and development in the organization. Members meet once per month. If you would like to shadow a meeting or receive more information on the CRAZ committees, please email tanya.carlson@CRAZ.ca

---

The benefits of membership include participating with other stakeholders in the region on discussions related to policies, regulations and frameworks that may affect industry; supporting air quality monitoring presently being done in the region; being involved in future ambient monitoring, and access to CRAZ resources, research, and studies. With all levels of government, other industries and non-government organizations, the networking opportunities are great.



BECOME A CRAZ MEMBER

CONTACT

craz.ca

A13, 6120 2nd Street SE

Calgary, AB T2H 2L8

Contact:

Jill Bloor, Executive Director, jill.bloor@craz.ca, 403-540-5314

Tanya Carlson, Engagement Program Manager, tanya.carlson@craz.ca, 403-968-5522



ALBERTA
MUNICIPAL AFFAIRS

Office of the Minister
MLA, Calgary-Hays

AR107743

January 28, 2022

Her Worship Chelsae Petrovic
Mayor
Town of Claresholm
PO Box 1000
Claresholm AB T0L 0T0

Dear Mayor Petrovic:

Thank you for your municipality's application for a grant under the Municipal Internship component of the 2021/22 Alberta Community Partnership program. The Government of Alberta is committed to supporting fiscally responsible, collaborative, and accountable local governments. By supporting the capacity-building priorities of our municipalities, we can help strengthen communities, improve the quality of life for residents, and foster an environment for business and industry to thrive. Through the Municipal Internship component, we will continue to support the development of future local government leaders.

We received a record number of submissions to host an intern for the 2022 Municipal Internship Program. The process for selecting municipalities to host interns is complete. The decision of the selection panel was based on ensuring a balance of new and repeat hosts in geographically dispersed locations, distribution in the three streams of the program, and a mix of large and small municipalities as well as urban and rural centres.

While your municipality was not selected to host an intern in 2022, the panel recommended the Town of Claresholm be considered as an alternate if there are changes to the selected hosts for 2022. If this occurs, the ministry will contact your Chief Administrative Officer to discuss whether you are still in a position to host. Thank you for your support of the internship program. I understand your Chief Administrative Officer is an alum of the program; I am pleased to see such success stories and interest in supporting future interns.

If you have questions or want feedback on your application, please feel free to contact a training and internship advisor at Municipal Affairs toll-free at 310-0000, then 780-427-2225.

Sincerely,

Ric McIver
Minister

cc: Abe Tinney, Chief Administrator Officer, Town of Claresholm

320 Legislature Building, 10800 - 97 Avenue, Edmonton, Alberta T5K 2B6 Canada Telephone 780-427-3744 Fax 780-422-9550

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Classification: Protected A

ALBERTA
CULTURE

Office of the Minister

RECEIVED
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FEB 0 1 2022

Her Worship Chelsae Petrovic
Mayor
Town of Claresholm
PO Box 1000
Claresholm AB T0L 0T0

Dear Mayor Petrovic:

As Minister of Culture responsible for sport in Alberta, I am pleased to invite your community to submit a bid to host either the 2024 Alberta Winter Games or the 2024 Alberta Summer Games.

I encourage your community to consider this invitation and the many benefits that can result from hosting this event. The Alberta Games are key in Alberta's Recovery Plan and provide an economic impact of approximately $3 million to a host community. A successful host community is offered the opportunity to showcase its community and talents to approximately 3,000 participants from all regions of the province, along with numerous spectators and special guests.

Communities with populations of less than 10,000 are encouraged to collaborate with neighbouring communities to submit a joint bid or consider the smaller, modified games format. The community awarded a 2024 Alberta Games will receive a $420,000 operating grant.

A letter of interest to host either the 2024 Alberta Winter or Summer Games, together with a letter of support from municipal or band council must be received by March 25, 2022. Completed bids must be received by April 29, 2022.

Bid guidelines and staff consultation are available by contacting Ms. Suzanne Becker at 403-297-2909, toll-free by first dialing 310-0000 or email suzanne.becker@gov.ab.ca.

Sincerely,

Ron Orr
Minister

Room 224 Legislature Building, 10800-97 Avenue, Edmonton , Alberta T5K 2B6 Canada

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AR55303

Karine Keys

From: Community Engagement <Community.Engagement@albertahealthservices.ca>
Sent: January 24, 2022 3:08 PM
To: Community Engagement
Subject: EMS Pressure and Mitigation Plan Memo

Message from
Dr. Mark MacKenzie
Provincial Medical Director, EMS
Darren Sandbeck
Chief Paramedic, EMS

EMS System Pressure and Mitigation

Good Afternoon Mayors, MLA's, Municipal Leaders, Chiefs, and First Nations Health Leads,

Today, Alberta Health (AH) and Alberta Health Services (AHS) Emergency Medical Services (EMS) are announcing a comprehensive 10-point plan for addressing the extraordinary increase in EMS calls that we've experienced over the past months.

This plan, which focuses on immediate actions that will help create capacity within our system, will ensure that EMS continues to remain available and safe for all Albertans.

Specifically, immediate actions of this plan include**:**

- An 'hours of work' project to help ease staff fatigue:
  - AHS will continue its rollout of the fatigue management (Hours of Work) project, which launched in November 2021. EMS is adjusting working hours, shifts and scheduling to help to alleviate fatigue among staff. AHS will invest a total of $24.2M in the first two phases of this work.

- Transferring low priority calls to other agencies in consultation with EMS physicians:
  - EMS will be transferring non-emergency or low priority calls to other agencies such as Poison and Drug Information Service (PADIS) (and are currently working to include Health Link 811), where appropriate, and in consultation with OnLine Medical Consultation (OLMC) physicians in dispatch.

- Stopping the automatic dispatch of ambulances to motor vehicle collisions that don't have injuries:
  - As of December 1, 2021 EMS is no longer automatically sending an ambulance to a motor vehicle collision where there are no injuries reported. Previously an ambulance would have been dispatched automatically and the crew would need to confirm there are no injuries. These calls are now responded to by police or fire as appropriate.

- Continued hiring of paramedics.
  - EMS is constantly hiring qualified paramedics to fill vacancies.

- Launching pilot projects to manage non-emergency inter-facility transfers
    - Two pilot projects (Calgary Zone and North Zone) are underway where patients who do not need urgent medical care are transported to care homes, and residences by means other than ambulances.

In addition to the above, several more actions are planned for later this year:

- Integrated Operations Centre:
    - AHS will be adding an integrated operations center (IOC) to Calgary. This will mirror Edmonton's IOC, which has successfully brought together paramedic leads and hospital staff for operational oversight on management of integration between EMS and the hospital system to improve patient flow.

- Emergency Communications Evaluation:
    - EMS will be implementing additional dispatching processes provincially, including evaluation by an emergency communications officer to determine if an ambulance from out of area, though it may be closest to a 911 call, is most appropriate to respond. An additional level of 911 call assessment will ensure resources continue to be prioritized for the most urgent calls, while low priority events may be delayed when safe and appropriate to do so, in conjunction with physician advice and oversight.

- Pre-emption of ambulances
    - EMS will have the ability to pre-empt and divert ambulances to higher priority calls, when appropriate. This changes the way ambulances are assigned primarily in Calgary and Edmonton, and will assist with keeping resources in Suburban and Rural communities.

- Red Deer IFT Pilot Project:
    - A pilot project is also being proposed for inter-facility transports in the Central Alberta corridor that will allow dedicated resources for transfers, while leaving ambulances for community coverage and higher priority events.

- Strategic Provincial Service Plan:
    - Creation of a new 5-10 year Provincial Service Plan, which will look at all EMS services, and will be completed in September 2022.

Finally, Alberta Health will also be leading an EMS Advisory group over the coming months, and we look forward to new ideas and connections coming from that work. The pressures facing EMS are not unique to EMS, nor to Alberta. Across the country, EMS and healthcare systems are struggling with demand. EMS calls in Alberta alone have increased by approximately 30 per cent over the last year, with demands on the service now at historic levels. Despite this increase in demand, EMS continues to respond to the vast majority of serious 911 calls quickly and appropriately, thanks to our dedicated EMS teams.

We understand that you are hearing about these concerns from your communities and constituents. We are here to ensure you have the information you need to address those concerns.

AHS remains committed to EMS staff and patients, and this plan allows us to take immediate action to uphold that commitment. Critical patients will continue to be prioritized, and existing system capacity will be maximized. Albertans need our care. We are here. This plan allows us to act immediately, to maintain the high quality care that we are proud to deliver.

We thank all EMS teams for their ongoing dedication; our AHS and Alberta Health colleagues for the continued collaboration; and you – leaders in our communities, for your voice and your support.

We are in this together.

Please continue to reach out to us with your questions directly, through your EMS Zone leadership contacts. We are always available to talk and provide more information. If you do not have a contact, you can email Community.Engagement@AHS.ca.

Please see the following link to the press release:

https://www.alberta.ca/release.cfm?xID=817698A0B3E38-CB1E-7434-A9265705634345ED

Many thanks,

Community Engagement
Alberta Health Services



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Karine Keys

From: Community Engagement <Community.Engagement@albertahealthservices.ca>
Sent: January 27, 2022 4:55 PM
To: Community Engagement
Subject: DynaLIFE to Begin Providing Community Lab Service Across Alberta
Attachments: APL RFP News Release 2022.pdf



DynaLIFE to begin providing community lab service across Alberta

Alberta Health Services (AHS) and Alberta Precision Laboratories (APL) have reached an agreement on terms of a contract for DynaLIFE Medical Labs to deliver community laboratory services across the province, beginning July 1, 2022. Please find attached a News Release with more information.

Contracting routine community lab work to DynaLIFE will enhance service for Albertans and generate cost savings that can be used to support other priorities and services across the healthcare system.

Please respond to this email with any questions, and we will be happy to follow up.

Sent on behalf of:

Mauro Chies, Vice President Cancer Care and Clinical Support Services, Alberta Health Services
Dr. Mark Joffe, Vice President and Medical Director Cancer Care Alberta, Clinical Support Services and Provincial Clinical Excellence

Community Engagement
Alberta Health Services

Alberta Health Services Healthy Albertans. Healthy Communities. Together.

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Alberta Health Services

News Release

Follow AHS_Media on Twitter

January 27, 2022

DynaLIFE to begin providing community lab service across Alberta

EDMONTON – Alberta Health Services (AHS) and Alberta Precision Laboratories (APL) have reached an agreement on terms of a contract for DynaLIFE Medical Labs to deliver community laboratory services across the province, beginning July 1, 2022.

Contracting community lab services to DynaLIFE is expected to generate savings aligned with estimates in the AHS Review - money that can be used to support other priorities and services across the healthcare system.

“Contracting routine community lab work to DynaLIFE will enhance service for Albertans and generate cost savings that can be used to support other priorities and services across the healthcare system,” says Minister of Health Jason Copping. “Partnering with DynaLIFE is an innovative solution that will build upon the success of Alberta’s provincially integrated lab system, which has proven to be one of the best of its kind in North America and is critical to providing high quality patient diagnosis and treatment across the healthcare spectrum.”

Approximately 65 per cent of provincial lab work, or 50 million tests per year, is generated from the community and will be delivered by DynaLIFE under contract to AHS. The contract will include operating patient service centres and mobile collection facilities in urban centres and large rural communities including Calgary, Edmonton, Red Deer, Lethbridge, Medicine Hat, Fort McMurray, Grande Prairie, Brooks, Lloydminster, Camrose, Airdrie, Cochrane, Okotoks, Strathmore, Leduc, Sherwood Park, Spruce Grove, St. Albert and Stoney Plain.

The agreement will see DynaLIFE invest in significant upgrades and expansion of patient service centres in communities including Edmonton, Calgary, Red Deer, Lethbridge, Fort McMurray and Grande Prairie. They will also invest in much-needed improvements to leased hub lab facilities in Calgary and Edmonton.

DynaLIFE has provided high-quality community lab service in Edmonton and several communities in AHS’s North Zone for more than 25 years. They will continue to provide service in these communities, and will begin providing lab service in cities and towns across the rest of the province under a new contract that will begin on July 1, 2022. DynaLIFE was selected as the preferred private-sector partner to provide community lab service through a competitive request for proposals (RFP) process and subsequent negotiations that took place throughout 2021.

“We are proud and very excited to build on our experience serving Albertans and bring our patient-centred focus to new communities across the province,” says DynaLIFE’s President and CEO Jason Pincock. “We look forward to working with AHS and APL on our plans that include much-needed upgrades and expansion of patient service centres and laboratory testing facilities in many of Alberta’s largest and fastest-growing communities.”

DynaLIFE will also be responsible for laboratory testing of all community and non-urgent hospital lab work across the province.

News Release

Follow AHS_Media on Twitter

In order to ensure that small rural and remote communities continue to receive the service they need, hospital and community health sites that currently handle less than 25,000 community blood test collections per year will continue to be provided by APL.

“Alberta Precision Laboratories will play a key role in ensuring all quality and service level requirements in the contract are being met by DynaLIFE,” says Mauro Chies, Vice President Cancer Care and Clinical Support Services, Alberta Health Services. “At the same time, APL will continue providing lab service at our acute care hospitals, along with the specialized lab testing, research and innovation that is critical to Alberta’s provincial lab system, such as the COVID-19 testing program that has been a pillar of our pandemic response.”

Final negotiations for a contract and detailed planning will now begin to ensure an orderly transition of staff and facilities from APL to DynaLIFE starting on July 1.

No job losses are anticipated as a result of the transition process, as DynaLIFE has agreed to assume all unionized, non-unionized and medical-scientific staff under existing collective agreements (where applicable) and provide the same, or similar, terms and conditions of employment as existing prior to the transfer.

More details will be provided to staff and community stakeholders in the coming weeks and months.

For media inquiries, contact:
Grady Semmens
Director, Communications
Alberta Precision Laboratories
(403) 993-5591

February 10, 2022

Mayor Chelsae Petrovic
Town of Claresholm
PO Box 1000
111 – 55th Ave West
Claresholm, AB T0L 0T0
Sent via email: Karine@claresholm.ca

Dear Mayor Petrovic;

Thank you for your letter dated February 4, 2022.

CRNA acknowledges that current registration processes for internationally educated nurses (IENs) require updating to ensure eligible applicants receive licensure in a timely manner.

We are working to develop a streamlined and accessible IEN-centric pathway to registration in Alberta that will increase speed for applicants moving through the application process and help reduce barriers.

As the regulator of the nursing profession in Alberta, it is our mandate to ensure all registrants possess entry level competencies and requirements to provide safe, competent, ethical care to Alberta patients and their families.

If you have further questions, please contact us to discuss.

Sincerely,

Joy Peacock, BSN, MSc, RN
Chief Executive Officer and Registrar

CC: The Honourable Jason Copping, Minister of Health

Mr. Roger Reid, MLA for Livingstone-Macleod

Municipality of Crowsnest Pass

11120 178 Street, Edmonton, AB, T5S 1P2 1 (800) 252-9392 crna@nurses.ab.ca

From: Cathy Heron <president@abmunis.ca>
Sent: Monday, January 31, 2022 3:38 PM
To: Abe Tinney <Abe@claresholm.ca>
Subject: Updated Key Questions for Provincial Engagement on an Alberta Provincial Police ServiceUpdated Key Questions for Provincial Engagement on an Alberta Provincial Police Service

Hello Mayors, Councillors and CAO's,

Alberta Municipalities held a virtual policing summit on January 19, 2022, to discuss the Government of Alberta's proposal to establish an independent Alberta Provincial Police Service (APPS). Justice and Solicitor General is holding engagement sessions across Alberta on this topic in early 2022, and this summit was intended to help prepare members for engagement by:

- Providing an overview and analysis of the proposed APPS service delivery model; and
- Gathering feedback from members on outstanding questions and concerns.

Attached is a list of key questions updated to reflect the feedback you shared at the summit. Alberta Municipalities encourages you to ask these questions at your local provincial engagement session (see attached Registration Instructions). We are also working with our policy committees to develop a Request for Decision (RFD) adopting an official policy position on an APPS. This RFD will be brought to Spring 2021 Municipal Leaders' Caucus for members' consideration.

You can find a recording of the January 19 summit, as well as links to reports and resources, on our APPS webpage.

Thank you for supporting our advocacy on this important topic.

Cathy Heron | President

Mayor, City of St. Albert

Registration Instructions

Justice and Solicitor General: Alberta Provincial Police Service Transition Study Secretariat

Event overview

The Government of Alberta is engaging with municipalities on concepts presented in the *Alberta Provincial Police Service Transition Study* prepared by PricewaterhouseCoopers (PwC).

The department of Justice and Solicitor General will be facilitating in-person and virtual engagement sessions with municipalities between January and March 2022. In-person sessions will be held at many locations across Alberta. These sessions are open to municipal elected representatives, municipal employees and organizations representing municipalities.

Engagement sessions will focus on key concepts presented in the transition study with the intent to refine the model presented by PwC and inform future decisions on an Alberta Provincial Police Service.

Space is limited and the content is the same for all sessions. For this reason, we ask that individuals only sign-up for one session in this series.

Sessions are open to participants from multiple municipalities. Participants are encouraged to sign-up for a session near their community. Specific event locations will be added as soon they are available. Registrants will receive an email when the event address is available.

Discussions during the engagement sessions will draw on material from all three PwC reports. For more information about the transition study and associated engagement activities, please visit the following webpages:

- PwC's Final Report: https://open.alberta.ca/publications/apps-transition-study-final-report
- PwC's Current State Report: https://open.alberta.ca/publications/apps-current-state-report
- PwC's Future State Report https://open.alberta.ca/publications/apps-future-state-report
- Government of Alberta engagement webpage: https://www.alberta.ca/provincial-police-service-engagement.aspx

Registration Instructions

To register for a session, follow the Eventbrite link to the session that works best for your location and schedule.

Engagement Registration

Dates (2022)	Time	Location[1]	Registration Link
January 10	8:30am to 11:00am	Sherwood Park	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-tickets-205687315297

[1] Addresses will be provided when available.

January 10	2:00pm to 4:30pm	Fort Saskatchewan	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205689582077
January 11	8:30am to 11:00am	St. Albert	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205692831797
January 11	2:00pm to 4:30pm	Stony Plain	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205694827767
January 12	9:00am to 11:30am	Westlock	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205696663257
January 12	2:00pm to 4:30pm	Athabasca	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205697716407
January 13	8:30am to 11:00am	Ft. McMurray	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205698619107
January 24	8:30am to 11:00am	Okotoks	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205699200847
January 25	8:30am to 11:00am	Claresholm	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205700173757
January 25	2:00pm to 4:30pm	Pincher Creek	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205701507747
January 26	2:00pm to 4:30pm	Lethbridge	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205704877827
January 27	8:30am to 11:00am	Medicine Hat	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205706542807
January 27	2:00pm to 4:30pm	Brooks	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205707876797
January 28	8:30am to 11:00am	Strathmore	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205708769467
February 7	8:30am to 11:00am	Red Deer	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205710614987
February 7	2:00pm to 4:30pm	Red Deer	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205711828617

February 8	8:30am to 11:00am	Rocky Mountain House	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205713252877
February 9	8:30am to 11:00am	Stettler	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205714797497
February 9	2:00pm to 4:30pm	Hanna	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205715950947
February 10	8:30am to 11:00am	Airdrie	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205717756347
February 10	2:00pm to 4:30pm	Olds	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205719732257
February 28	8:30am to 11:00am	Leduc	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205721036157
February 28	2:00pm to 4:30pm	Ponoka	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205721838557
March 1	8:30am to 11:00am	Camrose	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205736321877
March 1	2:00pm to 4:30pm	Wainwright	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205740564567
March 2	8:30am to 11:00am	Vermillion	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205741958737
March 3	8:30am to 11:00am	Bonnyville	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205742700957
March 4	2:00pm to 4:30pm	Smoky Lake	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205746843347
March 7	8:30am to 11:00am	Slave Lake	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205887935357
March 8	2:00pm to 4:30pm	Peace River	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205749681837
March 9	2:00pm to 4:30pm	High Level	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205750975707

March 14	8:30am to 11:00am	Virtual	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205752119127
March 15	8:30am to 11:00am	Virtual	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205752861347
March 16	8:30am to 11:00am	Virtual	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205774887227
March 17	8:30am to 11:00am	Virtual	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205777184097
March 18	8:30am to 11:00am	Virtual	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205778157007
March 28	8:30am to 11:00am	Whitecourt	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205781055677
March 28	2:00pm to 4:30pm	Valleyview	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205782520057
March 29	2:00pm to 4:30pm	Grande Prairie	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205783091767
March 30	8:30am to 11:00am	Grande Prairie	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205784004497
March 31	8:30am to 11:00am	Edson	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205784766777
March 31	2:00pm to 4:30pm	Drayton Valley	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205785338487
April 1	2:00pm to 4:30pm	Edmonton	https://www.eventbrite.ca/e/alberta-provincial-police-transition-study-municipal-engagement-tickets-205785950317

Alberta Provincial Police Service

Updated Key Questions for Engagement

Alberta Municipalities held a virtual policing summit on January 19, 2022, to discuss the Government of Alberta's proposal to establish an independent Alberta Provincial Police Service (APPS). Justice and Solicitor General is holding engagement sessions across Alberta on this topic in early 2022, and this summit was intended to help prepare members for engagement by:

- Providing an overview and analysis of the PricewaterhouseCoopers (PwC) feasibility study and proposed APPS service delivery model; and
- Gathering feedback from members on outstanding questions and concerns arising from the PwC study.

Learn more:

Please visit our APPS webpage to find links to the webinar recording, PwC feasibility study, Alberta Municipalities summary and analysis, and other resources, as well as information on how to register for a provincial engagement session.

Prior to the webinar, Alberta Municipalities shared a summary and analysis of the PwC study that highlighted key questions for municipalities to raise during engagement. The questions in this document have been updated below to reflect what we heard at our online event, and they are organized to align with the discussion topics that will be presented at provincial engagement sessions.

The provincial engagement sessions are narrowly focused on the service delivery model proposed in the PwC feasibility study. However, due to a lack of detail in the study, participants may find it difficult to give meaningful feedback. Additionally, the study is silent with respect to many key municipal considerations for an APPS, such as the impact on policing costs and what a new police funding model would look like. We very much encourage members to attend the sessions and share any feedback and concerns they have, even if this feedback is considered to be "out of scope" by Justice and Solicitor General.

Governance and Oversight

- How will APPS performance be measured and reported on?
- How will municipalities have a say in setting APPS priorities and direction, at both the provincial and local levels?
- The PwC study recommends that an APPS work with municipalities to develop community safety strategies. How will the APPS address any cost and capacity barriers to developing these strategies?
- How would existing local police commissions interact with the newly established Provincial Police Commission?
- How will provincial police commission members be selected? Will this be a political process or a competency-based process? Who would be responsible for recruitment and selection? How will the provincial commission be funded and administratively supported?
- How will local police committees be structured? What level of flexibility will be available for communities to populate and operate police committees as they see fit?
- What accountability mechanisms will be developed to ensure detachment leaders consider and report on the direction provided by local policing committees?
- How will detachments serving multiple communities balance the input received from various local policing committees?
- How will local policing committees provide input on provincial policing priorities to the provincial commission? How will the commission be accountable to local committees?

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Alberta Provincial Police Service

Updated Key Questions for Engagement

Alberta Municipalities
Strength In Members

Service Levels and Funding

- The PwC study proposes a hub model for APPS detachments in which select detachments will serve as regional hubs and host specialized services available to the entire region. How will locations for hub detachments be identified? Are existing detachments capable of serving as hubs? If not, will the costs of upgrading existing infrastructure be used as a consideration in the selection of hubs?
- How will staffing requirements for detachments be determined? Will municipalities be expected to provide civilian staff supports to their local detachments?
- The PwC study proposes two levels of police officers. Level 1 Officers would be trained to respond to all calls, while Level 2 Officers would be trained to respond to non-violent or non-urgent calls What specific roles, responsibilities, and powers will Level 1 and Level 2 Officers have? How will this be determined?
- According to the PwC, the current system duplicates specialist services across the RCMP and Edmonton and Calgary Police Services, such as tactical teams and explosive device response. Under the proposed model, the APPS would contract with these polices services to use many of their existing specialized services on a regional basis. Are Edmonton and Calgary willing to enter into this type of agreement with the APPS? What would be the costs of delivering specialized services to rural areas under a standalone APPS model?
- How will conflicts of interest and personal relationships be addressed in a model that emphasizes policing by residents in small and rural communities?
- Many support services for the RCMP, such as human resource management, corporate management, and communications, are paid through a divisional administration charge, which allows these costs to be consolidated and shared by all contract partners. The PwC study does not include an estimate of the cost to replace these services; in fact, the study states that "while further work is required to quantify the costs and time required, replacing the breadth of shared services at the termination of Contract Policing Agreements would be a very significant undertaking in terms of the complexity, cost, and duration of such a project." How does the government plan to fund and provide these essential services for an APPS?
- Has the province considered insurance and liability costs for potential class-action lawsuits?
- When considering economies of scale, will the APPS be able to purchase goods and services at the same or better cost than the RCMP?
- The PwC study is silent on how municipalities would contribute to funding an APPS. Would the same population-based tiers remain or would costs be linked to service levels? What would the funding model look like for an APPS?
- How will the province offset the $188 million loss in federal subsidies?
- The PwC study emphasizes the importance of providing a consistent level of service in rural and urban areas. How will levels of service will be determined? How will they differ from levels of service under the current model? How will a higher level of service in rural areas will be accomplished for the same or less cost than the current RCMP model?

Alberta Provincial Police Service

Updated Key Questions for Engagement

Alberta Municipalities
Strength In Members

Integration

- Have the stakeholders identified to work in an integrated manner indicated their support for this model?
- Under the proposed APPS information-sharing model, would community peace officers have full access to information needed to perform their duties safely and effectively?
- The PwC study recommends co-locating policing services with other provincial and community services by basing the services in the same building and a shared work environment. Are there risks in closely linking social services with police that may result in vulnerable individuals being less likely to access social service agencies?
- How would co-location implemented when the current location of police service and other provincial and community services vary greatly across the province? Is the cost of physically re-locating services (presumably into detachments) included in the transition cost estimates? If so, how accurate is the cost projection?
- Will municipalities and service providers have an option as to whether they want to co-locate services?
- How would this approach impact existing municipal and non-profit property-related costs such as leases, building maintenance, etc.?

How you can help:

- Attending a provincial engagement session and sharing your thoughts.
- Using Alberta Municipalities key questions when speaking to local media.
- Sharing Alberta Municipalities social media posts.
- Watching for media reports and further updates from Alberta Municipalities.

Transition

- How will cost over-runs during the transition process be managed and communicated?
- Have training costs been included in the forecasting, especially since many RCMP officers do not transition over to provincial police services and there is extensive training that needs to be completed?
- How will the new APPS work with the RCMP on cross-jurisdictional issues and current joint ventures?
- Considering that many police services are experiencing difficulty with recruitment, are you confident that you can recruit enough members for the transition and why? Do you have a backup plan?
- What conversations have been had with stand-alone police services regarding shared training facilities and other services? Are those services amicable to the idea and do they have capacity to accommodate training significantly larger numbers of cadets?
- How is the provincial government going to fund the $366 million of APPS one-time transition costs?
- How accurate will the cost comparisons found in the report between the current RCMP model and the proposed APPS models be if an actual transition does not occur until 2025? How might RCMP cost drivers and projected APPS cost drivers change in the time until transition occurs?

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Alberta Provincial Police Service

Updated Key Questions for Engagement

Questions for MPSA Municipalities

- Will municipalities with populations over 5,000 still have the option to contract the RCMP?
- Will the creation of an APPS create barriers for municipalities that may consider a transition to their own municipal or regional police force? Do the cost/benefit projections account for the possibility of some municipalities exploring local police forces in place of APPS?
- How will governance and accountability arrangements change for municipalities with MPSAs under an APPS model? Will these communities still be eligible for provincial grants to offset the costs of policing?

Other Issues

- Changing the provincial police service provider will not have an impact on Alberta's overburdened justice system. How will the government ensure that the justice system is adequately resourced so that all Albertans have timely access to justice?
- Why hasn't the provincial government already implemented many of the PwC report's suggested policing improvements (integration of health and family services, effective performance metrics, improved governance and independent commission) under its current policing arrangements with the RCMP? What work has been done to evaluate the ability of the RCMP to adjust to meet the core values, innovations, and outcomes the government is seeking? What is the problem that the government is trying to solve?
- In the past, programming and services provided by the province that started out as a minimal cost to municipalities became an increasing burden to many municipalities as funding never increased and further costing and service expectations were downloaded with no recourse or input. Given this history, how can municipalities be confident that they will not incur increased policing costs from implementing an APPS?
- What is the government's engagement plan for First Nations, Metis and Indigenous peoples?
- Will the province government hold a referendum before a final decision is made, and what is the timeline for that?

MPSA or PPSA?

Urban municipalities with populations over 5,000 have three options for providing police services in their communities:

- Contract with the federal or provincial government or another municipality for the provision of policing services;
- Establish a stand-alone municipal police service; or
- Establish a regional police service with other municipalities, which may include the province.

The most common municipal policing arrangement in Alberta is the use of contract policing. Under this arrangement, the RCMP provides policing services to a municipality under the Municipal Police Service Agreement (MPSA). The MPSA is a bilateral memorandum of agreement signed between the federal government and a municipal government for the use of the RCMP as the Municipal Police Service.

Under the Police Act, the Alberta government is responsible for providing police services for those municipalities with populations of 5,000 or less, and to all municipal districts and counties. The province meets this obligation by contracting for the services of the RCMP to deliver police services to these municipalities, through the Provincial Police Service Agreement (PPSA), signed between the Alberta and federal governments.

For more information about policing in Alberta, visit our policing hub.

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Gibbons
ROOTED IN FAMILY

January 25, 2022

Hon. Sonya Savage
Minister of Justice and Solicitor General
324 Legislature Building
10800 – 97 Avenue
Edmonton, AB T5K 2B6

Dear Minister:

Re: Bill 21 - Provincial Administrative Penalties Act.

The Town of Gibbons Council, at its January 12, 2022 meeting discussed a number of key issues that the Government of Alberta, two items that your ministry is specifically undertaking that are poised to fundamentally impact the lives of Albertans. The two key issues include the development of a Provincial Police Service (APPS) and Bill 21 - Provincial Administrative Penalties Act (Bill 21).

The citizens of Gibbons are proud, hardworking, dedicated, and reasonable family people who recognize that public safety is paramount, and that certain rights and freedoms may be contravened in times of disasters or pandemics for the sake of public good and done without consultation. One such example is that our citizens have for the most part, adopted the recommendations set forth by the Province during its response to the Covid-19 saga often without question.

There is however, times when citizens of Alberta must without exception, be consulted extensively in order to ensure that their voices are heard, respected, and play a significant role in creating the framework for the legislation (policy statement) being contemplated (i.e. APPS and Bill 21). Members of Council are scheduled to participate in the upcoming APPS consultations on February 1, 2022 and truly believe that should the Province be conducting these sessions without a predetermined decision in place, the concept of meaningful input from its citizenry will be realized and not just an exercise in placation.

It is the very process of inviting meaningful input from the citizens of Alberta or lack thereof of a formal consultation process in the development and adoption of the Bill 21 is why our Council is in firm opposition to its implementation without an amendment that reinstates a citizens ability to appeal traffic tickets in court versus making an application to appeal through an online submission. This erosion of due process represents one more step in the degradation of a citizens' rights and freedoms to a position where one should just "pay up" and then "shut up."

It is Council's hope that our society through the actions and policies of the Provincial Government has not become a society of where money is everything even at the expense of ones right to a sense of fairness and due process.

Thank you.

Dan Deck
Mayor

Cc: All Alberta Municipalities
All Alberta MLAs
Ab Munis
RMA
Dale Nally, MLA for Morinville – St. Albert

Provincial Administrative Penalties Act

Overview

The *Provincial Administrative Penalties Act*, 2020, will make our roads safer by introducing stronger and immediate impaired driving penalties and reducing the time it takes to enforce traffic and non-criminal impaired driving matters, to ensure impaired drivers are off the streets. It will restore critical capacity to Alberta's justice system by creating a streamlined, fast, fair and efficient method for resolving non-criminal impaired and traffic disputes to free up court time to prosecute serious criminal matters and ensure police are on the streets instead of doing paperwork or sitting in courtrooms.

Immediate Roadside Sanctions Program

The new Immediate Roadside Sanctions (IRS) Program will be introduced on December 1, 2020 and will provide a comprehensive array of serious, immediate and escalating consequences for impaired drivers—a system that has been proven to reduce impaired driving significantly in other jurisdictions. Consequences for drivers will include driver's licence suspensions, new fines, vehicle seizures, mandatory education, and participation in the Ignition Interlock Program (IIP).

Increased impaired driving consequences under the new IRS Program will include:

- Driver's licence suspensions;
- Fines of up to $2,000;
- Increasing length of vehicle seizure up to 30 days;
- New mandatory education programs for repeat offenders; and
- Participation in the IIP for repeat offenders.

SafeRoads Alberta Branch

Most non-criminal, first-time impaired drivers will be able to deal with these penalties through SafeRoads Alberta, a new branch dedicated to providing a speedy method of resolving disputes. The new process will be significantly quicker, dealing with all matters in 30 days to ensure impaired drivers are off the roads, not the months or years it can take to go through the current administrative and court processes. Repeat offenders, impaired drivers who cause bodily harm or death, and other more serious cases will still receive criminal charges in addition to the other penalties.

In addition to saving lives and preventing needless injury, these new measures are expected to benefit Albertans in several other ways:

- Freeing up about 8 per cent of court time to ensure Alberta's prosecutors and courts can clear their multi-year backlog to prosecute serious criminal matters;
- Eliminating approximately 1,200 complex full, or multi-day trials; and
- Freeing up more than 30,000 hours of police time – ensuring police are on the streets protecting Albertans and their communities.

This new impaired driving administrative model is based on changes made in British Columbia, which has seen many positive impacts, including:

- A 36 per cent drop in impaired driving incident rates from 2011 to 2018.
- A 54 per cent drop in number of impaired driving fatalities from 2010 to 2018.
- An 8 per cent reduction in hospital admissions – even a modest decrease in emergency visits saves millions of dollars in critical capacity.
- A decrease in the median elapsed time for all types of cases (single or multiple charges), all offence types (including traffic) by 17 days from 2011-12 to 2018-19.
    - During the same time period, the median elapsed time increased by 16 days for Canada and by 7 days in Alberta.

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Current	New
When an officer has reasonable grounds to believe that a driver has committed an impaired offence, the driver: • is issued an administrative penalty called the Alberta Administrative Licence Suspension (AALS); • receives an immediate 15 month suspension; • receives a three-day vehicle seizure; • is criminally charged with an impaired offence. • A driver can drive again after 3 months if they install an ignition interlock device. Police investigation, documentation, and testimony can often consume 5-8 hours or more per file.	When an officer has reasonable grounds to believe that a driver has committed an impaired offence, the driver will: • be Issued an administrative penalty called the IRS FAIL. • receive an immediate 15 month driver's licence suspension. • receives a 30 day vehicle seizure. • be issued a $1,000 fine. • be required to complete mandatory impaired driving education • if a repeat offender, or there is bodily harm or injury, they receive an escalating administrative penalty and will be criminally charged with an impaired offence. • A driver can drive again after 3 months if they install an ignition interlock device. • If a driver chooses not to participate in IIP, they will remain suspended with no ability to drive for the full suspension term. Police can issue this process in an hour or less on average.
If a driver wishes to dispute their driver's licence suspension, they must: • appear in person at an office or registry agent location to obtain, complete and file a notice of appeal with the Alberta Traffic Safety Board within 30 days. • appear before a panel, which may take approximately up to five months to schedule and resolve.	If a driver wishes to dispute their notice, they will: • access the website and pay the fine, request time to pay, or request a review of the sanction. • attend an oral review (phone or video) which will be scheduled within 21 days or submit request a written review. • receive the written decision within 30 days of the issuance of the notice.
The driver will also have to proceed to the Criminal Courts to resolve the criminal charge. This can include: • A driver will also be arrested, detained for several hours to conduct further testing and be processed and then released with a requirement to return to court or face additional criminal charges. • The individual must attend at one or more initial docket appearances and ultimately at a trial. The trial process is complex and generally requires expert assistance to navigate. • Upon conviction a driver will receive a criminal punishment and a permanent criminal record.	If the driver is unsatisfied, they may seek Judicial review at the Court of Queens's Bench of Alberta.

Traffic Safety Violations

The *Provincial Administrative Penalties Act* also allows for other traffic contraventions to be resolved by SafeRoads Alberta. This new online system of dealing with non-criminal traffic offences will be introduced in late 2021 and will be easier and quicker for Albertans to navigate. SafeRoads Alberta will divert nearly two million traffic tickets from Alberta's courts, freeing up court time for criminal matters, ensuring law enforcement can spend more time on the streets and less in courtrooms for violations, and avoids the necessity for hundreds of thousands of Albertan's to visit courthouses merely to pay tickets or schedule hearings.

The resources currently devoted to managing these millions of tickets can then be dedicated to addressing serious justice matters and returning police to the community.

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Alberta

Classification: Public

Karine Keys

From: Colin Buschman <cbuschman@npf-fpn.com>
Sent: February 9, 2022 3:21 PM
To: Chelsae Petrovic
Cc: Karine Keys
Subject: Letter to Town of Claresholm re GoA Consultations
Attachments: NPF to Town of Claresholm re GoA Consultations.pdf

This email was sent on behalf of NPF President, Brian Sauvé

Dear Mayor Petrovic and Town of Claresholm Council,

On behalf of the National Police Federation (NPF) and its Members, please find attached a letter regarding our KeepAlbertaRCMP Community Engagement Tour and the growing concerns around the Government of Alberta's closed door APPS sessions. Albertans deserve answers to their questions and to understand why the government is proceeding with this unwanted idea. If you have recently attended one of the GoA's APPS presentations and would like to share any of your thoughts and feedback with us, we would appreciate hearing it and being able to pass it along.

Please do not hesitate to reach out should you have any questions or wish to discuss this issue further.

Sincerely,

Colin Buschman
Western Government Relations Advisor | Conseiller, Relations Gouvernementales de l'ouest
National Police Federation | Fédération de la Police Nationale

(236) 233-8100
https://npf-fpn.com

NATIONAL POLICE FEDERATION | FÉDÉRATION DE LA POLICE NATIONALE
@NPFFPN
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National Police Federation

The mission of the National Police Federation is to provide strong, professional, fair and progressive representation to promote and enhance the rights of RCMP members.La mission de la Fédération de la police nationale est de fournir une représentation forte, professionnelle, juste et progressive afin de promouvoir et faire avancer les droits des membres de la GRC.
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NATIONAL POLICE FEDERATION | FÉDÉRATION DE LA POLICE NATIONALE

150 METCALFE STREET, SUITE 2201
OTTAWA ON K2P 1P1

www.npf-fpn.com

February 9, 2022

Her Worship Chelsae Petrovic
Mayor of Claresholm
Email: chelsae.petrovic@claresholm.ca

Dear Mayor Petrovic and Town of Claresholm Council,

As you might be aware, in January, the National Police Federation (NPF) launched the KeepAlbertaRCMP Community Engagement Tour to provide information and listen to Albertans about the provincial government's unpopular and wasteful plan to transition to a new provincial police service.

We are now just over half-way through our scheduled Community Engagement Tour, having completed three rounds of in-person events and three online sessions. We have visited twenty-two municipalities from Pincher Creek to Fort McMurray and met with hundreds of Albertans from all walks of life. From all these meetings, one thing is clear - Albertans want answers from their government and do not support this transition.

The Government of Alberta (GoA) has committed to making a decision about the future of the RCMP in Alberta this spring. However, the pressing concern that remains top of mind for the public is the limited options available to them to hear the government's presentation and have their questions answered. The GoA's sessions that are currently happening are only open to invited participants from municipal governments, and not to the general public or other groups, and we understand that even then, there are many questions the Alberta Justice team cannot answer.

If you have recently attended one of the GoA's APPS presentations and would like to share any of your thoughts and feedback with us, we would appreciate hearing it and being able to pass it along. This will allow us to let the public know what information is available to them through you, their elected officials. Albertans deserve answers to their questions and to understand why the government is proceeding with this unwanted idea.

A special thank you to all of you who have come out to our sessions so far, it has been great to talk with you about what this proposed transition might mean for your communities. If you have not yet attended one of our KeepAlbertaRCMP sessions, we still have a number of in-person and virtual sessions which can be found here: https://www.keepalbertarcmp.ca/communityengagementtour. Unlike the GoA, our presentations are open to all. Please feel free to send this link to anyone you think may be interested in attending.

Sincerely,


Brian Sauvé
President


Michelle Boutin
Vice-President


Kevin R. Halwa
Director, Prairie/North Region


Jeff McGowan
Director, Prairie/North Region

FARM SAFETY CENTRE

RECEIVED
JAN 2 6 2022

265 East 400 South | Box 291 | Raymond | Alberta | T0K 2S0 |403 752-4585 | www.abfarmsafety.com

The Town of Claresholm has supported this initiative in the past with donations of $300 in 2013, 2018, 2019 and 2021.

Town of Claresholm
Box 1000
221-45 Ave. West Claresholm AB
T0L 0T0

January 17, 2022

Dear Town of Claresholm CAO,

The 2021-2022 school year is the 24th consecutive year of Safety Smarts delivery to children attending rural and remote elementary schools in Alberta. The generosity of many continues to make this unique farm safety extension effort possible and we are grateful for each and every dollar donated in support of the important outreach of our charitable organization.

As you know, this past year was filled with unique challenges related to the Covid pandemic. However, we have managed to keep both our Safety Smarts and our Sustainable Farm Families programs running albeit in a slightly different fashion than in previous years.

The Safety Smarts program has been adapted to allow for both virtual delivery via Zoom as well as safe face-to-face delivery in schools. Our Safety Smarts team has been well trained and fully equipped with all the necessary skills and tools to be able to successfully and safely deliver Safety Smarts presentations to rural elementary students across the province. In the 2021 calendar year, our Safety Smarts team delivered a total of 1,586 Safety Smarts presentations to 31,330 elementary students in 285 rural elementary schools across the province.

The Sustainable Farm Families program, also known as the Rural Health Initiative, is a newer program designed to promote health, well-being and safety to rural adults. In 2021, the Sustainable Farm Families program made significant adaptations to allow for one-on-one in-depth health assessments and personal education instead of the traditional group setting. This new approach has enabled us to safely deliver Rural Health Initiative workshops within the current Covid restrictions. More information about the Rural Health Initiative is attached. Please let us know if your organization would like to host a Rural Health Initiative workshop for families in your area.

You may also know, that in October of 2020, the Farm Safety Centre was informed by Government of Alberta representatives that ALL their involvement in and support of farm safety learning and extension would end in December 2020. True to their word, their departmental staff were laid off and online resources were withdrawn at the end of 2020. This has created a significant funding challenge for the Farm Safety Centre and other agriculture based charities in the province that care about the well-being of farmers and their families. To put into perspective, about 35% of our annual funding came from the GOA in the form of government grants designated for program delivery.

With this in mind, the Farm Safety Centre is hopeful that in 2022 your organization will consider supporting our extension efforts, as we continue the search for alternate funding partners. **As budget realities allow, we invite the Rural Communities in Alberta to consider a modest 2022 donation of $150 - $350**. If this is does not work within your budget then a donation of any amount will be greatly apricated.

As a charity registered with CRA, any donation in support of our mission is eligible for a charitable tax receipt.

Thank-you for your continued support,

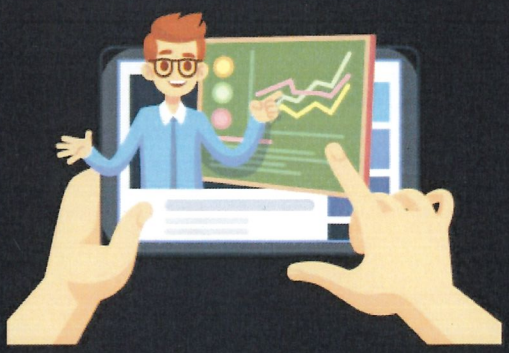
Jordan Jensen | Executive Director
Farm Safety Centre
j.jensen@abfarmsafety.com

SAFETY SMARTS

DELIVERY FOR THE 2021 CALENDAR YEAR

31,435 STUDENTS





1,591 PRESENTATIONS

285 SCHOOLS



Rural Health Initiative



Research into the state of rural health has identified several health and well-being disadvantages faced by rural people which negatively impact their quality of life. The Sustainable Farm Families Rural Health Initiative aims to remedy many of these disadvantages by providing rural Albertans who participate in this program with 3 annual, in-depth physical & mental health assessments. In addition to these health assessments, participants are educated about each aspect of the assessment to ensure they fully understand each of their measurements and know how to better manage their health and well-being. Those who participate in this program are only asked to commit 1 hour of their time each year over the course of the 3-year program.

The preventative approach used by the Sustainable Farm Families Rural Health Initiative takes seemingly healthy people living in rural communities and seeks to either uncover undiagnosed conditions or confirm their healthy status. Since 2014, the Farm Safety Centre has delivered over 135 SFF workshops to more than 1,300 participants across the province. Participant feedback from our external evaluations have identified that 97% of SFF participants felt the workshops were a good investment of their time and that 92% recommended the program to others.

What you can expect in your one-on-one personal health assessment with our Registered Nurses:

- Blood Pressure
- Cholesterol
- Metabolic Age
- Visceral Fat
- Body Mass Index
- Muscle Mass
- Basal Metabolism
- Body Water Percentage
- Bone Density
- Mental Health Assesment
- Blood Sugar
- Diabetic Risk
- Triglyceride Levels
- Oxygen Saturation
- Eyesight

SFF workshops are currently being delivered in rural communities throughout Alberta. For more information about this program or to schedule a workshop for your community or organization please contact Keylan Kado. If you would like to register for an existing workshop in your community, please visit www.abfarmsafety.com.

Keylan Kado| Program Manager
Sustainable Farm Families™ Alberta
programs@abfarmsafety.com
Office: (403) 752-4585 | Cell: (403) 330-3967

REQUEST FOR DECISION

Meeting: February 14, 2022
Agenda Item: 13

Spring Municipal Leaders Caucus

DESCRIPTION:

Registration is open for the Alberta Municipalities Spring Leaders Caucus. This event used to be the Mayor's caucus, but it looks like the event has expanded to include Councillors and CAOs. Council has sent a representative in the past to represent the municipality, and report back to Council. More information, including the proposed agenda, is attached.

From the AM website:

> Municipal leaders should save the date for Alberta Municipalities' Spring Municipal Leaders' Caucus, to be held at the Edmonton Convention Centre on March 9 and 10. The event is open to elected officials and senior administrators from municipal governments, and it is a tremendous opportunity to network and build consensus on key issues affecting your community.
>
> The cost to attend Caucus is $165 for regular and associate members, and $215 for non-members. Note that a non-member attendee must be either an elected official or a senior administrator representing an Alberta municipality. Keep an eye on The Weekly and the Spring Municipal Leaders' Caucus webpage for details on registration and the agenda, and see the article in this issue of The Weekly for instructions on how to submit a Request for Decision (RFD).

PROPOSED RESOLUTIONS:

MOVED by Councillor_____ to approve Mayor/Councillor _____ to attend the 2022 Alberta Municipality Spring Leader's Caucus, to be held at the Edmonton Convention Centre on March 9 and 10.

COSTS/ SOURCE OF FUNDING (if applicable):

There are budget funds for Council to attend this event.

ATTACHMENTS:
1.) Spring 2022 MLC Agenda

APPLICABLE LEGISLATION:
1.) N/A

PREPARED BY: Abe Tinney, CAO

APPROVED BY: Abe Tinney, CAO DATE: February 9, 2022

From: Cathy Heron <president@abmunis.ca>
Sent: February 4, 2022 1:59 PM
To: Abe Tinney <Abe@claresholm.ca>
Subject: Registration now open for Spring 2022 Municipal Leaders' Caucus

Good afternoon,

Mayors, Councillors, and CAOs are invited to register for Alberta Municipalities' Spring 2022 Municipal Leaders' Caucus being held March 9 and 10 at the Edmonton Convention Centre. We are pleased to offer the event both in-person and virtually.

This year's Caucus is open to municipal elected officials and senior administrators from Alberta municipalities, and is a tremendous opportunity to network and build consensus on key issues affecting your community. Attached is a copy of the draft agenda, which will be updated over the coming weeks as speakers are confirmed. Please visit our Spring Municipal Leaders' Caucus Events webpage for more information on hotels and registration. The deadline for online registration is Friday, March 4.

Please note, all public health orders in place at the time of the event will be followed. This could include but it not limited to showing proof of vaccination or privately paid for negative test result within 72-hours, and masking while not actively eating or drinking.

Remember that Alberta Municipalities members may bring forward Requests for Decisions (RFDs) on emerging issues that cannot wait to be debated at our fall Convention. To submit an RFD, fill out an RFD template and send it, along with proof of council endorsement, to advocacy@abmunis.ca by Friday, February 18.

We look forward to seeing you there!

Cathy Heron | President

Mayor, City of St. Albert

E: president@abmunis.ca
300-8616 51 Ave Edmonton, AB T6E 6E6
Toll Free: 310-MUNI | 877-421-6644 | www.abmunis.ca

Alberta Municipalities
Strength In Members

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Alberta Municipalities is working to protect the health of its members, partners, & emp
Fully vaccinated & masked visitors are welcome at Alberta Municipalities' office and e
Please contact us to make alternative arrangements if you are unable to meet these re

Cathy Heron | President

Mayor, City of St. Albert

E: president@abmunis.ca
300-8616 51 Ave Edmonton, AB T6E 6E6
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Draft Agenda for Spring 2022 Municipal Leaders' Caucus
March 9 and 10, 2022
Edmonton Conference Centre
Subject to Change

Wednesday, March 9	
8:00 a.m.	Registration and Breakfast
9:00 a.m.	President's Opening Remarks
9:15 a.m.	Minister of Municipal Affairs' Remarks
9:30 a.m.	Ministers' Dialogue Session I
10:10 a.m.	Break
10:30 a.m.	Ministers' Dialogue Session II
11:10 a.m.	Premier's Remarks
11:30 p.m.	Lunch
12:30 p.m.	Education/Engagement Session I – Alberta Provincial Police Service
2:30 p.m.	Break
2:45 p.m.	Requests for Decision
3:15 p.m.	Education/Engagement Session II - EMS
4:15 p.m.	Closing Remarks
4:30 to 6:30 p.m.	Networking session

Thursday, March 10	
7:00 a.m.	Registration and Breakfast
8:00 a.m.	Education/Engagement Session III – Municipal Financial Health and LGFF
9:15 a.m.	Alberta Municipalities President's Report
9:30 a.m.	Executive Committee Dialogue Session
10:00 a.m.	Break
10:15 a.m.	Education/Engagement Session IV – Future of Municipal Governance
11:30 a.m.	Opposition Leader's Remarks
11:45 a.m.	Closing Remarks
12:00 p.m.	Lunch

REQUEST FOR DECISION

Meeting: February 14, 2022
Agenda Item: 14

Tourism Relief Fund Letter of Support: Claresholm Golf Club

The Claresholm Golf Club is applying to the Tourism Relief Fund to purchase a golf simulator, in the hopes of making the restaurant and facility a year-round destination. The Golf Club is not asking for a monetary commitment, only a letter of support for the application.

Information on the Tourism Relief Fund obtained from the website:

> **Tourism Relief Fund (TRF) in the Prairie provinces**
> The Tourism Relief Fund, administered by Canada's regional development agencies and Innovation Science and Economic Development Canada (ISED), helps tourism businesses and organizations adapt their operations to meet public health requirements while investing in products and services to facilitate their future growth. With a budget of $500 million over 2 years (ending March 31, 2023), including $50 million specifically dedicated to Indigenous tourism initiatives and $15 million for national initiatives, this fund will position Canada to be a destination of choice when domestic and international travel is once again safe by:

- empowering tourism operators to create new or enhance existing tourism experiences and products to attract more local and domestic visitors
- helping the sector reposition itself to welcome international visitors by offering the best Canadian tourism experiences we have to offer the world

https://www.canada.ca/en/prairies-economic-development/services/funding/tourism-relief-fund.html

PROPOSED RESOLUTIONS:

Moved by Councillor _____ that administration provide a letter of support towards the Claresholm Golf Club's application to the Tourism Relief Fund for the purpose of purchasing a golf simulator.

ATTACHMENTS:
1.) Claresholm Golf Club Correspondence

PREPARED BY: Abe Tinney, CAO

APPROVED BY: Abe Tinney, CAO DATE: February 7, 2022

THE BRIDGES
AT CLARESHOLM GC

January 31, 2022

Mayor Chelsae Petrovic & Town Council
Town of Claresholm
Box 1000
Claresholm, AB
T0L 0T0

Dear Mayor Chelsae Petrovic & Town Council,

The Bridges at Claresholm Golf Club is applying for the Tourism Relief Fund Grant to hopefully give us an opportunity to make our facility and Restaurant a year-round destination. If approved, we would be installing a Golf Simulator in the Restaurant area to allow Golfers in the area and from other areas of Alberta an indoor facility for them to swing their club's during the winter months. As with other grants letters of support need to be included with the grant application. We are hoping the Town of Claresholm would be willing to give us a letter of support to go along with our application.

We thank you for your consideration to this letter and other letters of support we have received from the Town of Claresholm and look forward to your response.

Sincerely

Ted Menzies
Club President

349 - 39 Ave. West, P.O. Box 2080, Claresholm, AB T0L 0T0
Pro-Shop (403) 625-3500 Fax (403) 625-3560 Restaurant (403) 625-3232

REQUEST FOR DECISION

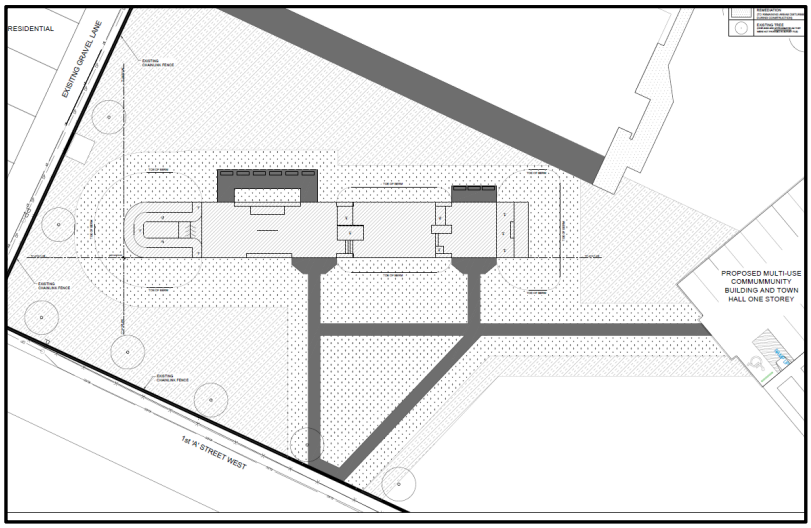
Meeting: February 14, 2022
Agenda Item: 15

LETTER OF SUPPORT - CO-OP GRANT (SKATEPARK)



The Claresholm Skatepark Assocation is submitting an application to the Co-op Community Spaces grant, which awards $1 million to projects across Western Canada each year and supplies up to $150,000 per project. The deadline for applications is March 1, 2022. There are three main categories, one of which is recreation. They are applying for the $150,000.

For further information regarding this grant, please visit their website: https://www.co-op.crs/articles/detail/community-spaces-funding



They are not asking for any monetary commitment from the Town of Claresholm, only a letter of support at this time. This would provide half of the funds required for phase 1, so they may have an opportunity to stack with other grant applications as well. Additionally, if the grant application is successful the Skatepark Association may request in kind donation of labor and equipment for stripping the site, leveling and grading. This in kind donation can ensure that the funds received go towards the actual facility costs (concrete and skatepark equipment).

PROPOSED RESOLUTIONS:

Moved by Councillor _____ to write a letter of support towards the Claresholm Skatepark Assocation's application to the Co-op Community Spaces Program for the purpose of constructing the skatepark at 111 55 Ave West (in which the Town has allocated land for the Skatepark construction).

ATTACHMENT:

1) Skatepark Association request email

PREPARED BY: Tara VanDellen, Planner/Development Officer

APPROVED BY: Abe Tinney, CAO DATE: February 9, 2022

Sent: February 4, 2022 1:11 PM
To: Tara VanDellen <Tara@claresholm.ca>
Subject: Co-op community investment grant

Hi Tara,

The Skatepark Association is applying for the co-op community grant this year, so we'll need a letter from the town, confirming their support and ability to accept funds on our behalf. The deadline is March 1 for this particular grant.

Thank you,

Claresholm Skatepark Association
--
Lisa Darch

REQUEST FOR DECISION

Meeting: February 14, 2022
Agenda Item: 16

Claresholm Senior Citizens Drop-in Centre Lease Renewal

DESCRIPTION/BACKGROUND:

In early 2021, at the direction of Council, Administration began meeting and working with management and the Board of the Claresholm Senior Citizens Drop-in Centre to draft a new lease agreement with the Society. This new lease agreement was drafted to make a few relatively significant changes to the Lease agreement – the largest of these being:

- Society provide annual financial statements and annual society return to the Town
- Provide a position on the Board for a Council appointee to sit on the Board
- As per 2021 budget discussion direction, to have the Society start to cover their own Town utility costs.

There were a number of delays to finalizing this lease including delays in the Society wanting to take these proposals to an AGM rather than just a regular board meeting, and difficulties in having an AGM with COVID. They also had a number of concerns in the Lease agreement with wording and such that went back and forth a couple times. There was also the unfortunate passing of their Manager that contributed to some delays recently.

RECOMMENDED ACTION:

Administration has finalized all these changes with the Society Board and they have approved the lease agreement as attached. The only real change from what Council had originally requested in the lease is that the Society wasn't comfortable with having the Council appointee being a voting member of the Board, so the Board position is currently a non-voting position.

The only adjustment since the Society approved the lease is to update the commencement date to January 1, 2022 rather than February 2021 as originally drafted due to when it is being passed and signed.

Council at the December 13, 2021 Council meeting already appointed Councillor Meister to the board. Administration recommends Council approve the lease as presented.

PROPOSED RESOLUTIONS:

Moved by Councillor _____ to approve the lease renewal with the Claresholm Senior Citizens Drop-In Centre Society as presented.

ATTACHMENTS:

1.) Claresholm Senior Citizens Drop-In Centre Society Lease Agreement

APPLICABLE LEGISLATION:

1.) MGA Part 1, s. 3

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

APPROVED BY: Abe Tinney, CAO DATE: February 10, 2022

LEASE AGREEMENT

TOWN OF CLARESHOLM

TO

CLARESHOLM SENIORS DROP-IN CENTRE

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

BETWEEN:

TOWN OF CLARESHOLM

(hereinafter referred to as the "Landlord")

AND:

CLARESHOLM SENIORS DROP-IN 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 1st day of January, 2022;

(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 Block 5, Plan 7810527 (5009 2nd St E, Claresholm, Alberta);

(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 seniors drop-in centre for use by the public and the seniors drop-in 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 seniors drop-in centre includes use by the public, use by the seniors drop-in 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, 2026, 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 90 days of the fiscal year end).

(f) provide annually to the Town's Director of Infrastructure, or delegate, the municipal buildings inspection worksheet;

(g) provide within the society bylaws, one non-voting seat on the Board for a member of Claresholm Town Council. The Council member that fills that seat is to be appointed by Council.

(h) 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;

(i) 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;

(j) 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, 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. Monthly inspection of fire extinguishers is the responsibility of the Tenant.

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) commercial 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, including tenants legal liability; 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 partied 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 the actions or inactions of the Tenant, directly or indirectly, 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, 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.

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 Seniors Drop In Centre P.O. Box 1518 Claresholm, AB T0L 0T0 Phone: (403) 625-_____

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 severable 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 SENIORS DROP-IN CENTRE

Per: _____

Per: _____

REQUEST FOR DECISION

Meeting: February 14, 2022
Agenda Item: 17

CAReS Lease Renewal

DESCRIPTION/BACKGROUND:

The current Claresholm Animal Rescue Society (CAReS) lease agreement for the building adjacent to the Town Shop expired on December 31, 2021. Administration drafted a new agreement and met with the Board of CAReS to review the new lease agreement and changes proposed.

In 2021, to control budgetary increases, Council began charging community groups for town utility (water, wastewater, and garbage/recycling) usage in town owned facilities. This new lease agreement included this change as well as a few other adjustments or corrections that have been noted that needed to be made in our general lease agreement template, such as requiring a copy of annual financial statements and society annual return, as well as for leasers to complete an annual facility survey to identify and address any facility issues. There has also been some updated to wording on insurance.

The one other major change that was made was to increase the length of term in the lease. The last few lease agreements with CAReS have only been two-year lease agreements. This short of a term creates extra administrative burden having to update the agreement more regularly. It has therefore been updated to be a 5-year lease agreement with an option to renew for an additional 5-year term, but to mitigate the risk of being locked into an extended term, an additional clause was added that either party can terminate the lease agreement with 180-day notice. Administration notified the Curling Club of this change and the Curling Club indicated that, according to their lease, the Town was required to pay utilities. Furthermore, the lease contains an option for the tenant to renew under the current terms and conditions for another five years. The Curling Club has requested to renew the lease, which means that the town can't charge for these services for several more years.

RECOMMENDED ACTION:

Administration went through all these proposed changes with a couple members of the CAReS Board, who then took it to a CAReS Board meeting. The CAReS Board notified us that the Board has made a motion to approve the new lease agreement as drafted. Administration therefore recommends Council also approve the lease as drafted.

PROPOSED RESOLUTIONS:

1) Moved by Councillor _____ to approve the lease renewal with the Claresholm Animal Rescue Society as presented.

ATTACHMENTS:

1.) Claresholm Animal Rescue Society Lease 2022

APPLICABLE LEGISLATION:

1.) MGA Part 1, s. 3

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

APPROVED BY: Abe Tinney, CAO DATE: December 10, 2021

LEASE AGREEMENT

TOWN OF CLARESHOLM

TO

CLARESHOLM ANIMAL RESCUE SOCIETY

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

BETWEEN:

TOWN OF CLARESHOLM

(hereinafter referred to as the "Landlord")

AND:

CLARESHOLM ANIMAL RESCUE SOCIETY
(hereinafter referred to as the "Tenant")

WHEREAS:

The Landlord is the registered owner of the Lands;

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

ARTICLE 1 - DEFINITIONS

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

(a) “Buildings” means the buildings and improvements from time to time located upon the Lands;

(b) "Commencement Date" means the 1st day of January 2022;

(c) "Hazardous Substances" means toxic, hazardous, dangerous or potentially dangerous substances of any kind whatsoever including, without restricting the generality of the foregoing, urea formaldehyde, asbestos, PCB transformers and those elements, materials, substances or compounds which are regulated by federal, provincial or local statute, law, ordinance, code, rule, regulation order or decree including, but not limited to, the *Environmental Protection and Enhancement Act*, R.S.A. 2000, c.E-12, as amended from time to time, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous or potentially dangerous waste, substance or material of any kind or nature whatsoever;

(d) "Lands" means those lands legally described as that portion of Lots 3 & 4, Block 3, Plan 6752JK (4110 – 3rd Street East);

(e) "Lease" means this lease agreement, as from time to time amended in writing by agreement between the Landlord and the Tenant;

(f) "Permitted Use" means the operation and management of an animal rescue shelter for use by the public and the Society in compliance with all applicable laws, regulations or bylaws and for no other purpose whatsoever unless expressly authorized in writing by the Landlord in writing. The Permitted Use of the animal services building includes use by the public, use by the Society, operation of an animal rescue shelter, cultural or community events, and such other uses as authorized by the Landlord;

(g) "Rent" means the rent payable by the Tenant pursuant to Paragraph 5.1 of this Lease, together with any other sums, amounts, costs or charges as may be required to be paid by the Tenant to the Landlord pursuant to the terms of this Lease;

(h) "Stipulated Rate" means the prime rate of interest charged from time to time by the ATB Financial, formerly Alberta Treasury Branches, or its successor, at its main branch in Edmonton to its most preferred borrowers, plus Three (3%) percent per annum; and

(i) "Term" means the term of this Lease as set forth in Paragraph 3.1 of this Lease.

ARTICLE 2 - GRANT

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

ARTICLE 3 - TERM OF LEASE

3.1 Term. The term of this Lease shall be for five (5) year commencing on January 1st of 2022 and terminating on December 31st of 2026, 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 Tenant shall exercise its right of renewal contained within this Lease by delivering notice in writing to the Landlord sixty (60) days prior to expiration date of the Term or renewal term, as the case may be.

3.3 Option to Terminate. Either of the Landlord or the Tenant shall be entitled to terminate this Lease on one hundred and eighty (180) days' prior written notice to the other.

ARTICLE 4 - EXAMINATION OF LANDS

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

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

(a) that there exists no promise or collateral agreement by the Landlord to alter, remodel, decorate or improve the Lands or any property neighbouring or surrounding the Lands;

(b) that no warranties or representations whatsoever respecting the Lands (including, without restriction, the condition or quality of the Lands, or its suitability for the purposes and use intended by the Tenant) have been made by the Landlord or its agents or employees; and

(c) that the Tenant has examined the Lands and as at the date of this Lease the Lands are in good order, ready for occupancy and in satisfactory condition.

ARTICLE 5 - RENT

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

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

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

ARTICLE 6 - TAXES

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

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

ARTICLE 7 - TENANT’S BUILDINGS

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

7.2 Builders' Liens. The Tenant covenants not to permit any builders' or other liens to be registered against either the Landlord's freehold title to the Lands, or the Tenant's leasehold interest pursuant to this Lease. Upon the registration of such a lien on the said titles, the Tenant shall obtain a discharge thereof within Thirty (30) days after the Tenant has notice of the lien. With respect to liens registered against the Landlord's freehold title to the Lands, the Landlord shall have the right, but in no way shall it be obligated, to obtain a discharge of the lien, whereupon all sums paid by the Landlord to procure the discharge, as well as the Landlord's costs of obtaining such discharge including, without restriction, legal and other costs on a solicitor and his own client full indemnity basis, shall be repaid forthwith upon demand by the Tenant as Rent.

Notwithstanding the foregoing the Tenant may, with respect to liens registered on the Tenant's leasehold title only, contest the validity of any such lien provided that the Tenant shall first either:

(a) obtain an order from a Court of competent jurisdiction discharging the lien from the Tenant's leasehold title by payment into Court; or

(b) furnish to the Landlord security satisfactory to the Landlord, in both format and amount, against all loss or damage which the Landlord might suffer or incur as a result of the Tenant contesting the lien.

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

ARTICLE 8 - QUIET ENJOYMENT

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

ARTICLE 9 - OPERATION OF LEASED PREMISES

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

(a) supply all necessary equipment and personnel reasonably required with respect to the management, operation, and maintenance of the Leased Premises;

(b) undertake all activities and provide all services reasonably required for the efficient management, operation and maintenance of the Leased Premises as a prudent owner would in similar circumstances;

(c) promptly pay when due any and all charges, impositions, costs and expenses of every nature and kind relating to the Leased Premises and the maintenance, operation, cleaning (in a clean and sanitary condition, satisfactory to the Provincial Regulations), and caretaking (including providing bathroom and cleaning supplies, toilet paper, paper towels and soap), repair and replacement of all equipment located thereon including, without restriction, all costs relating to cleaning the interior and exterior portion of the Leased Premises, provision of hot and cold water, and provision of electricity;

(d) throughout the Term continuously use the Leased Premises solely for the Permitted Use and shall not use or permit or suffer the use of the Leased Premises or any part thereof for any other business or purpose;

(e) provide annually to the Town of Claresholm a reviewed and signed copy of financial statements and society filing to ensure status (within 90 days of the fiscal year end).

(f) provide annually to the Town's Director of Infrastructure, or delegate, the municipal buildings inspection worksheet;

(g) provide within the society bylaws, one seat on the Board for a member of Claresholm Town Council. The Council member that fills that seat is to be appointed by Council.

(h) 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;

(i) 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;

(j) 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, telecommunications, electricity, natural gas, water, sewer, garbage, recycling, maintenance and use of any security systems 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. The Landlord shall be responsible for the regular (no less than annual) inspection and maintenance of the fire extinguishers and fire alarm systems. Any costs to the Landlord incurred through this maintenance will be paid for by the Tenant in a timely manner.

ARTICLE 10 - INSURANCE AND INDEMNITY

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

(a) During any periods of construction upon the Lands, property insurance in an amount not less than One Hundred (100%) percent of the replacement value of the improvements upon the Lands, providing coverage by way of a "Builder's All Risk" policy;

(b) Commercial 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, including tenants legal liability; and

(c) Risks normally insured against by Tenant’s of a Leased Premises in the Province of Alberta, in particular for the contents owned by the Tenant.

(d) The Landlord shall purchase and maintain in force during the Term and any renewal term insurance coverage on the Leased Premises, the Equipment, and all intrinsic fixtures and improvements within the Leased Premises.

10.2 Additional Terms. All such policies of insurance maintained by the Landlord and the Tenant may contain a waiver or 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 partied 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 the actions or inactions of the Tenant, directly or indirectly, the Tenant shall promptly repair such damage subject to the following provisions:

(a) if, in the reasonable opinion of the Tenant, the Leased Premises cannot be rebuilt or made fit for the purposes of the Tenant within one hundred and eighty (180) days of the damage or destruction;

(b) if, in the reasonable opinion of the Tenant, no less than fifty (50%) percent of the Leased Premises requires repair or reconstruction; or

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

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

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

(a) subject to the provisions of Paragraph 10.1 of this Lease, applied to the costs of repairing, replacing, or reconstructing the Leased Premises; and

(b) in the event of a termination pursuant to Paragraph 11.1 of this Lease, the proceeds shall be applied in the following order:

(i) the payment in full of any and all costs incurred in relation to the demolition of the Leased Premises and restoration of the Lands in accordance with Paragraph 15.1(b) of this Lease; and

(ii) any remaining portion of the insurance proceeds shall be paid to the Tenant.

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

ARTICLE 12 - SUB-LETTING AND ASSIGNMENT

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

ARTICLE 13 - DEFAULT

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

(a) if the Tenant fails to make any payment, in whole or in part, of any amount payable to the 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 Over holding. If at the expiration of the Term or renewal term, as the case may be, the Tenant shall hold over with the consent of the Landlord, the tenancy of the Tenant thereafter shall, in the absence of written agreement to the contrary, be from month to month only and shall be subject to all other terms and conditions of this Lease except as to duration.

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

to the Landlord at:

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

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

to the Tenant at:

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

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

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

16.4 Governing Law. This Lease shall be construed and governed by the laws of the Province of Alberta. All of the provisions of this Lease are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each separate article, paragraph and sub-paragraph of this Lease, and all of such covenants and agreements shall be deemed to run with the Land and the reversion therein. Should any provision of this Lease be illegal or not enforceable they shall be considered separate and severable 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 ensure 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 ANIMAL RESCUE SOCIETY

Per: _____

Per: _____

REQUEST FOR DECISION

Meeting: February 14, 2022
Agenda Item: 18

GMHL EXPANSION EXPLORATORY COMMITTEE

DESCRIPTION:

A representative of the Greater Metro Hockey League had a delegation to Council on January 10, 2022. The representative expressed interest in expanding to Claresholm with a Junior A Hockey Team. Here is the league website: https://gmhl.net/.

A few highlights of the delegation include:
-team would be looking for billets
-season runs Sept. to March
-would obtain alcohol license
-hoping to expand to 3 teams in southern Alberta (currently there are none)
- require about 200 season ticket holders to be viable
-GMHL will provide community references
-GMHL is committed to community via community service and has a code of conduct and “zero tolerance”
-would require one dressing room dedicated to themselves, and would consider partnering with the community on upgrades, but ultimately feel the community should provide those upgrades.
-21 home games a year

BACKGROUND:

The following background has been provided by the recreation department:

> The Town has hosted a junior team in the past -- in 2018-19 and 2019-20 Claresholm hosted the Lomond Lakers of the Heritage Junior "B" Hockey League
>
> This was a short-term arrangement due to the Lomond Arena roof being unsalvageable due to structural damage and asbestos, resulting in it being demolished in May of 2019.
>
> The Lakers split times between Claresholm, Picture Butte & Vulcan. They preferred Friday evenings, those are typically earmarked for Claresholm Minor Hockey. Picture Butte was closer to Lomond, and gave them a better Ice deal. They practiced at the Claresholm Arena regularly twice a week, then started to cancel their practices in January 2020 (likely road conditions) and wrapped up their season at the Claresholm Arena on February 8, 2020 with their final game against High River.
>
> For the 2020 season they used Vulcan Arena, which is significantly closer to Lomond.
>
> There was a $10 cover fee at the door, which may not have been advertised very well locally. Would definitely recommend better local advertising with any future team. The Claresholm Local Press did support the team, and had an article featuring the locals on the team, and challenges that the Lomond Arena was facing..

Although the Team was supported locally (3 members of the community that played on it), they did not have the spectators locally that they needed to cover costs. Claresholm is a tight knit community, if the team had a more neutral name, instead of Lomond (small town somewhere else) they may have had a better turnout for evening games.

Points:
If a Team is local the Fees are less (Fee Policy)
Claresholm is a proud community, the name should be a consideration
Local Advertising, posters, social media

FEBRUARY 14 UPDATE: Following direction from Council, administration has prepared a draft Terms of Reference for establishing the committee and directing its activities.

Highlights of the Terms of Reference include:

-Committee is established until October, at which point Council will determine if it is still needed and will either terminate the group or amend the terms.

-two members of Council. One member of administration will be assigned to support the committee (Denise Spencer earmarked as the admin. support as she is familiar with the user groups and the arena scheduling, she is the best fit in the organization).

-ad hoc committee will liaise with arena user groups, town staff and GMHL representatives to determine viability of a team and challenges and concerns

-committee reports to Council

Councillors Kettles and Cutler have reviewed the draft terms and asked that it be brought to Council for approval.

DISCUSSION/OPTIONS:

Council should review the terms and determine if anything needs to be added or taken away. For example, there are only two members on the committee – should we add another member of Council, or a member of the community to assist with voting and offer more discussion?

PROPOSED RESOLUTIONS:

MOVED by Councillor _____ to approve the GMHL Expansion Exploratory Committee Terms of Reference as presented.

Or

MOVED by Councillor _____ to approve the GMHL Expansion Exploratory Committee Terms of Reference with the following changes:_____.

ATTACHMENTS:
1.) Terms of Reference GMHL Expansion Exploratory Committee

APPLICABLE LEGISLATION:
1.) Bylaw #1731 - Council Procedures, S. 12
2.) MGA Part 5 Councils, Councillors and Council Committees

PREPARED BY: Abe Tinney, CAO

APPROVED BY: Abe Tinney, CAO DATE: February 9, 2022

Town of Claresholm

GMHL Junior A Hockey Expansion Exploratory Committee

Membership	The Ad Hoc Committee shall be appointed by Council and consist of the following: a) Minimum of two (2) members of Council One member of administration will assist the committee
Date & Time of Meeting	**Once a month, or as requested by Chairperson**
Mandate	The Committee will review the matter of Greater Metro Hockey League Junior A expansion in the Town of Claresholm, and make recommendations to Council. More specifically, the Committee will, at scheduled committee meetings: a) Work with Town Staff to analyse the feasibility of GMHL Junior A expansion in Claresholm; b) Liaise with Claresholm Arena user groups to gather concerns and understand challenges to Junior A hockey expansion; c) Liaise with Greater Metro Hockey League representatives to determine league requirements for expansion, and any potential deficiencies in the Claresholm Arena d) Examine challenges, concerns, benefits of GMHL expansion in the community generally.
Guidelines	The Ad Hoc committee is established until October 2022. At the 2022 Organizational Meeting, or prior to that time, Council will review the need to extend or amend these terms. The Committee shall select from among themselves a Chairperson. A quorum for meetings of the Committee shall be a simple majority of the appointed Committee Members. Meeting procedures shall be conducted in accordance with acceptable meeting practices and disputes resolved in accordance with Robert's Rule of Order, revised. Neither the Committee nor any member thereof shall have the power to authorize any expenditure charged against the Town of Claresholm.

REQUEST FOR DECISION

Meeting: February 14, 2022
Agenda Item: 19

STORMWATER PLAN

The Town of Claresholm has contracted Associated Engineering to continue design on the stormwater master plan upgrades which includes increasing capacity from Centennial Park to the golf course. This is the next phase of the Town's overall Storm Water Masterplan to increase stormwater capacity to help prevent flooding as was seen in the Towns 2014 flood. This plan addresses the end of the system first, the Storm Water Management Facility (storm ponds on the south end of Town) and continued with increasing capacity along 8th Street and through the Golf Course.

At our request Associated Engineering has provided a few different alternatives with preliminary opinions of probable cost for each. This was then presented and discussed at a Facility and Infrastructure Planning Committee on February 3, 2021.

The three alternatives in short are (see attached figure):

- Alternative 1 ($1,068,000) – Leave the existing stormwater pipeline from Centennial to the Golf Course and add a second pipeline to increase capacity that would go on the west side of the firehall, cross Hwy 520, and continue down Westlynn Drive to the pathway between #5 and #7 Westlynn Drive, and go east under that pathway outfall in the golf course
- Alternative 2 ($1,080,000) – same as alternative 1 but instead of going east under the pathway it would go east through the empty lot at #3 Westlynn Drive
- Alternative 3 ($921,000) – upsize the existing storm line to increase capacity rather than build a second pipeline.

Alternative 1 & 2 have the following benefits over alternative 3:

- Redundancy – if for whatever reason one pipeline fails (collapses, or is otherwise blocked) the second line can continue to function and handle some of the flow. With only one pipeline if it fails then it is completely blocked off.
- Address drainage issues at the parade grounds, being able to make that property developable, increasing the value of this property and "recovering" some of the costs to either of these options.
- It would also add an additional storm drain on Hwy 520, better handling drainage on the highway
- Limit disruption to Hwy 520 during construction. Due to the smaller size required to provide sufficient capacity through two lines rather than a single line, we can install the new line via angle drilling under the highway instead of open trench excavation, leaving Hwy 520 untouched.

Both alternative 1 & 2 would allow the new storm line to handle storm water flows from the West and the existing storm line would handle the storm water flows from the east. Overflow from either would divert to the other.

Alternative 3 has the benefit of being cheaper, but only minimally, and does not have the additional benefits listed above.

Alternative 2 has the benefit over Alternative 1 of less concerns and issues on installation and later servicing or repair of utilities at the corner of Westlynn Dr and Westrose Ave, as it would turn east before, and avoid, that intersection. There is already a number of utility lines in that intersection and installation would require utilities to be relocated, and make this intersection even more congested, making future repairs or replacements in this area more difficult and costlier.

Alternative 2 however will restrict the development on 3 Westlynn Drive due to an easement needing to be placed on that property for the storm line, reducing the developable area.



The estimated costs on Alternative 2 includes the purchase of #3 Westlynn Drive, some of which would then be recovered on the resale of that property, with the easement on the lot. The easement would reduce the value of the lot, but there would still be some recovery (more than the $12K difference currently seen in alternative 1 and 2).

It should be noted that the budget does not include actual construction of this project at this time. This project is preliminarily in last years' 5 year capital plan for 2023, but this plan has not been reviewed or updated yet for this year. This RFD is simply to decide on a direction so that detailed engineering can be completed to make this project shovel ready. The Town is utilizing remaining ACRP grant funding from the storm pond project to pay for the detailed engineering.

RECOMMENDED ACTION:

FIPC made a motion to recommend Council proceed with Alternative 2 assuming the property at #3 Westlynn Drive can be secured. Though a motion was not carried for a plan B, the discussion at the committee was that alternative 1 would be the next preference if the property cannot be acquired.

PROPOSED RESOLUTIONS:

Moved by Councillor _____ to approve the out of budget expenditure and submit an offer to purchase the lot located at #3 Westlynn Drive, as discussed, with the funds to come from Land & Development Reserves.

Moved by Councillor _____ to direct Associated Engineering to proceed with alternative 2 for detailed design, assuming administration is able to secure the purchase of #3 Westlynn Drive. If #3 Westlynn Drive cannot be obtained to then direct Associated Engineering to proceed with alternative #1.

ATTACHMENTS:
1.) Alternatives Figure from Associated Engineering

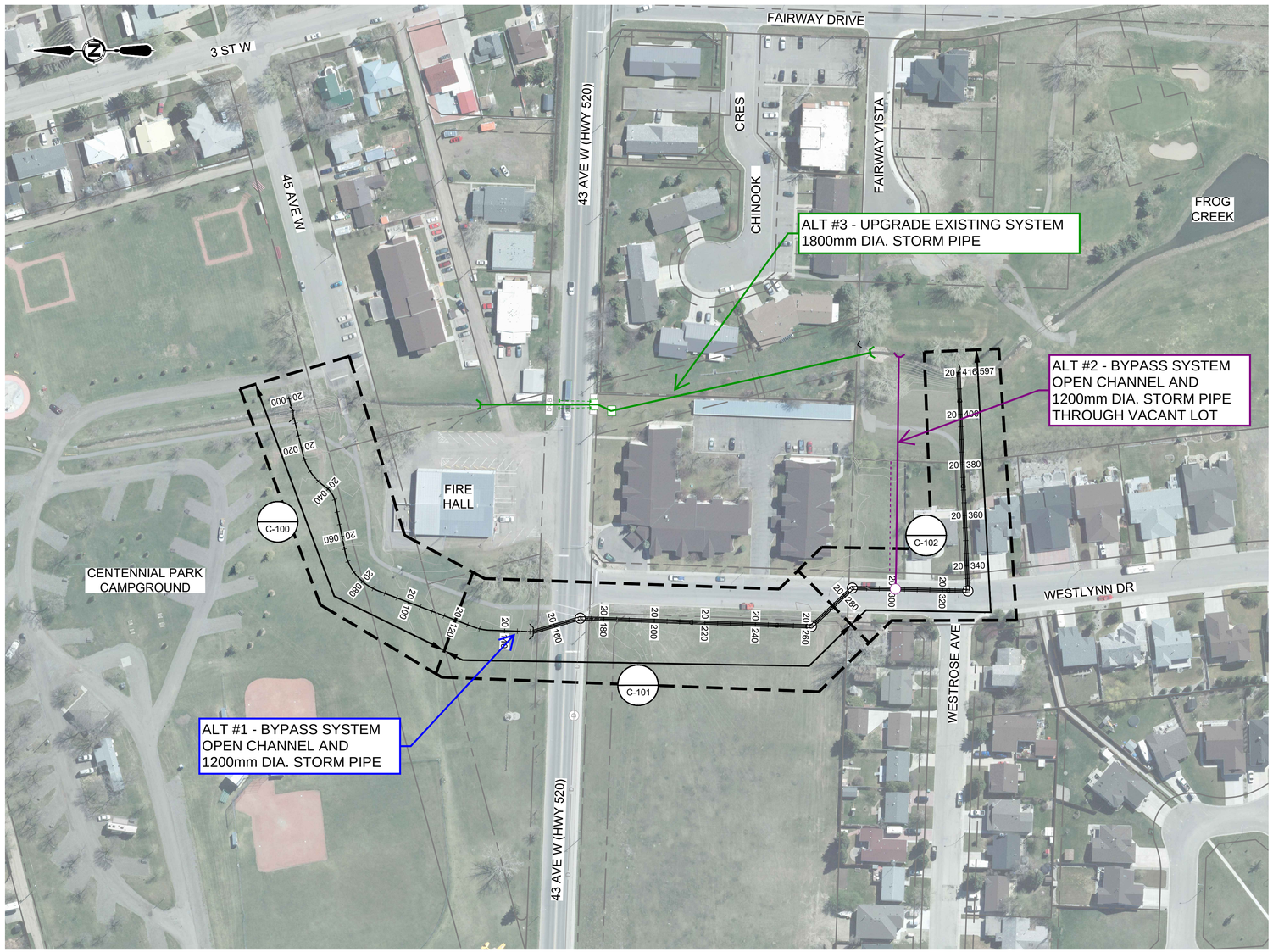
APPLICABLE LEGISLATION:
1.) N/A

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

APPROVED BY: Abe Tinney – CAO DATE: February 10, 2022

IF NOT 50 mm ADJUST SCALES
50 mm

SCALE(S) SHOWN ARE INTENDED FOR ANSI D (22X34) SIZE DRAWINGS, TABLOID (11X17) SIZE DRAWINGS ARE 1/2 OF SCALE(S) SHOWN UNLESS NOTED OTHERWISE



1 PLAN 1:1000

PLOT DATE: 12/22/2021 9:16:00 AM
SAVE DATE: 12/22/2021 9:00:22 AM SAVED BY: MCCORDB
DWG PATH: q:\2021-3195-00_standards\3195-00-g-002.dwg

Associated Engineering

CANADA'S BEST MANAGED COMPANIES
Platinum member

PRELIMINARY/
FOR DISCUSSION
NOT FOR CONSTRUCTION

REV	DATE	DESIGN	DRAWN	DESCRIPTION
A	2021DEC23	A MCDONALD	B MCCORD	ISSUED FOR CLIENT REVIEW

TOWN OF CLARESHOLM

STORMWATER MANAGEMENT
IMPROVEMENTS PHASE 2

20213195-00

SCALE: AS SHOWN

GENERAL
KEY PLAN &
PLAN / PROFILE INDEX

DRAWING	REVISION	SHEET
3195-00-G-002	A	2

REQUEST FOR DECISION

Meeting: February 14, 2022
Agenda Item: 20

2nd STREET PAVING PROJECT

BACKGROUND/DESCRIPTION:

The Town has tendered the 2nd street paving and concrete project through ISL Engineering. Three bids were received. The recommendation by ISL Engineering (attached) is to accept the lowest bid from McNally Contractors (2011) Ltd. in the amount of $621,091.39 (includes GST). Based on information on amount of contingency included, the McNally bid would have totalled as follows:

Tender:	$537,741.46
Contingency:	53,774.15
Subtotal:	591,515.61
GST	29,575.78
Total	621,091.39

As GST is recoverable, we would be looking at a contract price of $591,515.61. The project was approved within the interim 2022 capital budget at $450,000.00. As a result, we are currently 141,515.61 over budget with this bid.

Based on the opinion of probable costs received from the engineers prior to tending, the Director of Infrastructure already worked with the engineers to remove as much concrete work as possible, to keep costs as low as possible. The tender includes only repairing or replacing damaged or removed sections of sidewalk, rather than the original proposal to replace the entire sidewalk along the two blocks.

OPTIONS:

1. retendering in hopes of a better price (potentially less bids, or higher pricing).
2. postpone project (not advised with the current road condition)
3. accept the recommendation and adjust budget accordingly (utilizing FGTF or MSI funding).

RECOMMENDED ACTION:

The Facility and Infrastructure Planning Committee (FIPC) met on February 3, 2022 to review the results of the tender and the options. Considering the current state of 2nd street the committee felt the real only option was to move forward with the tenders received. Retendering could also very likely result in worse prices rather than better as costs continue to rise and oil prices increase.

FIPC made a motion to recommend awarding the contract to McNally for the low bid of $591,515.61 plus tax, with overbudgeted amount coming from MSI Capital or FGTF grant funds (exact allocation being determined during final budgeting process in April/May).

PROPOSED RESOLUTIONS:

Moved by Councillor _____ to award the 2nd Street Surfacing Project contract to McNally Contractors (2011) Ltd. for the contract price of $591,515.61 plus tax and that the funding for the over budget amount to be funded from either MSI Capital or FGTF grants, or a combination of both, with exact allocations referred to 2022 final budget discussions.

ATTACHMENTS:

1.) Recommendation letter from ISL

APPLICABLE LEGISLATION:

2.) Municipal Government Act, RSA 2000, Chapter M-26 Section 248 – Expenditure of money
3.) Policy 3.0.05 Unbudgeted Expenditure Policy

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

APPROVED BY: Abe Tinney – CAO DATE: February 10, 2022

ISL Engineering and Land Services

Inspiring sustainable thinking

416B Stafford Drive South, Lethbridge, AB T1J 2L2 T: 403.327.3755 F: 403.327.3454

February 2, 2022

Our Reference: 27929

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

Attention: Mike Schuweiler, Director of Infrastructure

Dear Sir:

Reference: Recommendation for Award – RFQ-INFRA21-046 – Claresholm 2nd Street W Surfacing Project

ISL Engineering and Land Services Ltd. (ISL) is pleased to provide this Recommendation to Award Letter in regard to the Town of Claresholm (Town) – 2nd Street W Surfacing Project.

Three (3) quote submittals were received on February 1, 2022 for this project and evaluations of each submittal was completed by ISL.

The highest evaluated quote of $621,091.39 (GST & Contingency Included) was submitted by McNally Contractors (2011) Ltd. The quote is 7.5% lower than the Engineer's Estimate of $671,089.65, which was based on recent industry tender pricing.

A comparison of bids is summarized in the following table.

Contractor	Quoted Price (Including GST & 10% Contingency)	% Difference from Eng. Estimate	Evaluation Ranking (Out of 100)
McNally Contractors (2011) Ltd.	$621,091.39	-7.5%	90.0
Tollestrup Construction (2005) Inc.	$645,621.25	-3.8%	88.0
Silver Ridge Construction (1999) Inc.	$667,084.52	-0.6%	81.5

McNally Contractors (2011) Ltd. bidder's information and mandatory information sheets were completed; however, the following items need to be completed by McNally during Contract signing.

- Appendix A "Quotation Form" – Needs to be filled out, signed, and submitted to accompany the bid.
- Insurance Requirements – Contractor must have a minimum $5,000,000 combined single limit per occurrence for Commercial General Liability Insurance.

ISL completed a bid review and comparison and noted for the following:

- Bid Item 1.1 “General Requirements” is higher than the engineers estimate, however, their pricing was not the highest of the submitted bids.
- Generally, the concrete work was higher than the engineers estimate, but the remaining removals and road works were lower than expected which led to overall pricing coming in below ISL’s estimate.

We recommend that the Town award this contract to McNally Contractors (2011) Ltd.

If you have any questions or require further information, please do not hesitate to contact us at your convenience.



Evan Abramenko, P.L. (Eng.)
Municipal Manager
ISL Engineering and Land Services Ltd.

cc: Marc Krushelnicki – ISL

INFORMATION BRIEF

Meeting: February 14, 2022
Agenda Item: 21

SDAB MEMBER – Chinook Intermunicipal SDAB

DESCRIPTION / BACKGROUND:

Town Administration has received a letter of resignation from the current appointed member to the Chinook Intermunicipal Subdivision and Development Appeal Board, Grant Jordan. He is unable to continue on the board and therefore we have notified ORRSC (facilitates board training and appeals on our behalf), and will begin advertising for a new member at large.

According to Bylaw No. 1664, a municipality can participate in the Chinook Intermunicipal SDAB without appointing individuals and other members would hear an appeal if one was submitted prior to the Town appointing another member. Appointed board members from a municipality shall consist of no more than three members, with no more than one being an elected official (Councillor).

Training is required prior to any board member hearing an appeal. Administration will begin advertising for another board member. That member will need to be appointed by way of resolution of Town Council for a two- or three-year term. At this time, there is no action required by Council. The Town would like to thank Grant Jordan for putting his name forward and we wish him all the best moving forward.

ATTACHMENTS:
1.) N/A

APPLICABLE LEGISLATION:
2.) Chinook Intermunicipal Subdivision and Development Appeal Board Bylaw No. 1664.

PREPARED BY: Tara VanDellen, Planner/Development Officer

APPROVED BY: Abe Tinney, CAO DATE: February 9, 2022

Town of Claresholm

Council Committee Report Date: February 14, 2022

Mayor Petrovic	I have begun to meet with all of the user groups. I will let my colleges speak more in depth on there appointed committees and keep my information brief. **EDC Jan 31** RNIP Subcommittee membership was decided. The 2022 Operational Budget was reviewed. Alberta Film policies and feedback were reviewed. As well we looked as EDA Award submissions. (Not sure if this can be added, during this meeting I suggested we nominate Brady for EDC of the year, I believe he has done amazing thing within our community and knows his job well. Should a letter of support from council help get this I would be happy to bring this forward to council) **Feb 7th FCSS** I attended the FCSS meeting as a guest. I am very appreciative of what they do for our community. They are working hard on community engagement. They are currently planning activities for family day, winter fest and working on collaboration with other user groups. **Feb 8th Porcupine Hills Lodge**. I attended the Porcupine Hills Lodge meeting as a guest via zoom. They were gracious enough to allow me to sit in for the entire meeting including the review of the 2022 budget. **Feb 10th Emerging Trends in Municipal Law** I was able to attend a presentation put on by Brown Lee LLP. Topics that were discussed included Serving Two Loyalties, FOIP, Municipal Tax Powers, Managing your Legal Budget, Empowerment and COVID-19 as well as reviewed some case law studies. Some of this information was very useful and fitting to our role.

Note: Individual Councillor reports are non-binding, and do not represent the will of Council. Council may only act by resolution in accordance with section 180(1) of the *Municipal Government Act, R.S.A 2000*.

Town of Claresholm

Councillor Carlson	
Councillor Cutler	
Councillor Kettles	
Councillor Meister	Museum We went through the museum director and board chair reports. A review of our strategic plan was looked at and we have made good progress with a few items that we would like to keep working on, mostly attracting attendees to the museum and upgrading exhibits. Facebook has been a valuable tool in creating awareness for the museum. We have spent the last 2 years focusing on the Louise McKinney exhibit and the addition of the 'Wings over Claresholm. This year our theme is transportation. Ali has been working on accession backlogged collections and all item are now in the system with 60 thank you letters sent out to donors. Planning has begun for winterfest and events throughout the year have been penciled in. Claresholm senior's drop in centre We seem to be making progress in getting back on track. We have a few events scheduled and a pool of ideas to run with in the future. After Valentine's tea we have a game day on Monday February 21st, family day. Another free event to allow community members to come and see what the centre has to offer.

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Town of Claresholm

	CAReS Over $3000 was raised in Betty White's memory! Volunteers are needed, mostly for the day shift. The lease was renewed. Weather stripping is needed on some of the doors to prevent drafts. The shed likes to travel when the wind is blowing despite changing locations. More information regarding costs for caring, spaying and neutering could be added to the website soon. Welcoming Claresholm committee We welcomed a new committee member. We are working with the community to enhance pathways of integration for new community members. They are working with the RNIP program to bring a new employee and her family into Claresholm. There are expectations of employers when settling new people in our community. Lack of transportation is still an issue. Welcoming gifts are in the final stages of planning and will represent the Town and the WCC. FCSS Social needs assessment has begun and the housing assessment will begin in May. We already know that housing is an issue in Claresholm but it seems like the problem keeps getting worse. Youth of tomorrow will be getting a new leader with a recommendation put forward by the current one. Family day skate was cancelled again but there will be a limited number of family fun bags handed out by FCSS. The Senior's drop-in centre is rebranding and looking to collaberate with FCSS for some programming and classes. The volunteer tax program will run again this year with volunteers doing some on site appointments at Parkside, Heritage and Porcupine lodge. There will be a scavenger hunt again this year for winterfest and we have informally challenged the MD council to a friendly competition.
Councillor Schlossberger	Alberta Southwest No quorum, so no business done. Lots of discussion.

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Town of Claresholm

	NDP Budget discussion Very good meeting. In attendance. Claresholm, Wetaskiwin, Lethbridge County, Strathmore, Sylvan Lake to name a few. All we're raising the same concerns that we have. Reduction of funding from the province. Our in ability to fund infrastructure projects. All communities are raising taxes substantially. One community considering a 7% increase. Some are considering reducing services. Policing costs are another huge concern. Concerns over the present governments lack of interest in rural economic development. Concerns over present government no longer offering reduced rates of borrowing. Another concern was changes to municipal elections act. Library Did a 2-hour training for library boards and the Libraries Act.
Councillor Zimmer	

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Claresholm

INFORMATION BRIEF

Meeting: February 14, 2022
Agenda Item: 23

COUNCIL RESOLUTION STATUS

Regular Scheduled Meeting - May 25, 2021				
14	RFD: EOC Communication System - Moved by Councillor Schulze to approve the out-of-budget expenditure in the amount of $4,810 for the purchase and installation of an AFRACS radio system for the Emergency Operations Center, with funding to come from general reserves. CARRIED MOTION #21-097	Jason	System has been ordered. Expected soon.	In progress
Regular Scheduled Meeting - November 22, 2021				
8	CORRES: Community Futures Alberta Southwest - Moved by Councillor Carlson to direct administration to pass on this request to the Economic Development Committee to ask for their recommendation to Council in order for an appointment to be made. CARRIED MOTION #21-195	Brady	No recommendations at this time.	In progress
Regular Scheduled Meeting - January 24, 2022				
1	BYLAW #1736 - Moved by Councillor Schlossberger to give Bylaw #1736, a Land Use Bylaw Amendment, 1st Reading. CARRIED	Tara	Public hearing & 2nd & 3rd readings to be on an upcoming Council agenda.	Complete
2	Delegation Response: Moved by Councillor Schlossberger to form an adhoc committee to research the possibility of bringing a Greater Metro Hockey League expansion team to Claresholm starting in the 2022-23 season, and to have Councillors Cutler and Kettles as the committee members who will bring back terms of reference to Council for approval. CARRIED MOTION #22-005	Abe	Terms of Reference is on Feb. 14 Council agenda for approval.	Complete
6	CORRES: Mayor Blair Painter, Municipality of Crowsnest Pass - Moved by Councillor Cutler to write a letter of support towards streamlining foreign physician assessments in spirit of supporting the Municipality of the Crowsnest Pass in their efforts. CARRIED MOTION #22-006	Karine	Letter sent	Complete
7	CORRES: Mayor Blair Painter, Municipality of Crowsnest Pass - Moved by Councillor Cutler to write a letter of support towards the possibility of fast tracking immigrant nurses for certification in Alberta in the spirit of supporting the efforts of the Municipality of the Crowsnest Pass. CARRIED MOTION #22-007	Karine	Letter sent	Complete
8	CORRES: Mayor Debora Dueck, Town of Tofield - Moved by Councillor Cutler to write a letter of support towards the Town of Tofield's efforts towards better vaccine support for adolescents in rural communities in Alberta. CARRIED MOTION #22-008	Karine	Letter sent	Complete

9	RFD: Texas 4000 for Cancer Request - Moved by Councillor Meister to allow the Texas 4000 for Cancer Rockies group to stay in Centennial Park Campground for one night on July 14, 2022 for free of charge to support their cause of raising funds and awareness for cancer research, to have the Claresholm Library as a back-up dependent on weather, and for administration to facilitate their stay. CARRIED MOTION #22-009	Abe	Email communications have been sent and adminsitration will coordinate this event with campground and Texas 4000	Complete
10	RFD: Community Donation & Operating Grant Policy - Moved by Councillor Zimmer to adopt Policy 5.1.01 – Community Donation & Operational Grant Policy (v2.0), effective January 24, 2022. CARRIED MOTION #22-010	Blair	Policy updated in policy manual and affected organizations were contacted for applications this year	Complete
11	RFD: Ice Resurfacer Arena Advertising - Moved by Councillor Cutler to approve Policy 5.7.50 – the Arena Advertising Fee Policy (v1.1) as amended effective January 24, 2022. CARRIED MOTION #22-011	Blair	Policy updated in policy manual	Complete
12	RFD: Electric Vehicle Charging Station - Moved by Councillor Schlossberger to direct Administration to submit a letter of interest to the Municipal Climate Change Action Centre Electric Vehicle Charging Program. CARRIED MOTION #22-012	Brady	Expression of Interest submitted, follow-up call scheduled with AB Municipalities Project Coordinator on Feb 22	In progress
13	RFD: The Range Cycling Event Request - Moved by Councillor Kettles to approve The Range setting up a beer garden on July 23rd, 2022 at Centennial Park for the hours of 2:00 to 7:00 p.m. as part of their cycling event provided that all current health restrictions are followed and that they secure all necessary provincials permits. CARRIED MOTION #22-013	Denise	Adminsitration has connected with The Range on this resolution and is planning the event.	Complete

PREPARED BY: Karine Keys, CLGM, Finance Assistant

APPROVED BY: Abe Tinney, CAO DATE: February 11, 2022

INFORMATION ITEMS

MUNICIPAL PLANNING COMMISSION MINUTES

November 5, 2021
Town of Claresholm – Council Chambers

Attendees: Brad Schlossberger - Council Member (Chairperson)
Doug Priestley - Member-at-Large
Chelsae Petrovic – Mayor
Jeff Kerr – Member-at-Large (Vice Chairperson)

Staff: Tara VanDellen – Planner/Development Officer
Tracy Stewart – Development Assistant
Abe Tinney – CAO
Brady Schnell – EDO
Sheila Karsten - EDA

Regrets: Kieth Carlson – Council Member

10:50 a.m. **Call to Order /Adoption of Agenda**

Motion to adopt the Agenda by Doug Priestley

Seconded by Jeff Kerr
CARRIED

Adoption of Minutes

- October 15, 2021

Motion to adopt the Meeting Minutes By Jeff Kerr

Seconded by Doug Priestley

CARRIED

Item 1: ACTION **HOME OCCUPATION**

File:	D2021.086
Applicant:	Umbrella Enterprises Ltd./Terry Stevenson
Owner:	Anita Rooks
Address:	316 49 Avenue E
Legal:	Lot 17, Block 36, Plan 147N
Regarding:	Home Occupation, home office: general contractor

Condition(s):

1. The applicant shall adhere to the stipulations stated in Schedule 10, of the Town of Claresholm Land Use Bylaw No. 1525.
2. As per, Schedule 10, of the Town of Claresholm Land Use Bylaw No. 1525, Municipal Planning Commission would like to emphasize that all permits issued for home occupations shall

Motion to approve with conditions by Jeff Kerr

Seconded by Doug Priestley

CARRIED

not involve the display or storage of goods and equipment upon or inside the premises in such a manner that these items are exposed to public view. Trailers to be parked off-street and out of the public view as much as possible when stored.

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

Suggested Note(s):

6. As per Bylaw 1550 (Traffic Bylaw), a vehicle, or a vehicle with a trailer attached, with a maximum allowable weight of 4,500 kg, shall not be parked on a highway any time after 10:00 PM and before 7:00 AM, unless it is parked in a location completely adjoining the vehicle owner's residence. This does not apply if the vehicle is a recreation vehicle, a commercial vehicle with the hazard warning lamps alight and in the process of loading or unloading goods, or if it's parked on Provincial Highway #2 (1st Street West).
7. As per Bylaw 1550 (Traffic Bylaw), a vehicle, or a vehicle with a trailer attached, with a maximum allowable weight exceeding 9,500 kilograms, shall not be parked on a highway.
8. As per Bylaw 1550 (Traffic Bylaw), a trailer shall not be parked on a highway unless the trailer is attached to a vehicle by which it may be drawn.
9. The purpose of the Town of Claresholm Noise Bylaw No. 1243 is to prohibit certain activities creating noise and to abate instances of noise and to restrict when certain sounds can be made. Hours: Mon – Sat morning 10:00pm to 7:00am (quiet times), Sat evening to Sun morning 10:00pm to 10:00am (quiet time).

Item 2: ACTION

DEVELOPMENT PERMIT

Motion to approve with conditions By Doug Priestley

File:	D2021.087
Applicant:	Kaz's Service
Owner:	2139858 Alberta Ltd.
Address:	4044 3 Street E
Legal:	Lot 2, Block 4, Plan 7910810
Regarding:	Master Sign Plan Application

Seconded by Mayor Petrovic

CARRIED

MUNICIPAL PLANNING COMMISSION MINUTES

November 5, 2021
Town of Claresholm – Council Chambers

Condition(s):

1. The applicant shall adhere to the stipulations stated in Schedule 2, of the Town of Claresholm Land Use Bylaw No. 1525.
2. The permit is for the signs as per the submitted pictures, if there are alterations to signage outside of what was submitted, please notify the Town of Claresholm. Any future additions or changes to signage will require a new sign permit application.
3. The applicant shall be responsible for ensuring that the signs are securely fastened and maintained in good condition.
4. The applicant shall ensure that any contractors, installers, and/or tradespeople obtain a valid Town of Claresholm business license prior to commencing any work.

Item 3: ACTION	**IN CAMERA – LEGAL FOIP Section 27**	**Motion to go In Camera by Doug Priestley** **Seconded by Jeff Kerr** **CARRIED** **Motion to come out of In Camera by Doug Priestley** **Seconded by Mayor Petrovic** **CARRIED**
11:11 a.m.		**Motion to adjourn by Mayor Petrovic** **CARRIED**

CLARESHOLM AND DISTRICT TRANSPORTATION SOCIETY
Board of Directors, November 25, 2021
Zoom Meeting

ATTENDEES:	Howard Paulson – Lay Representative
	Brydon Saunders – Lay Representative
	Ian Sundquist – MD of Willow Creek
	Mike Cutler - Town of Claresholm
	Cindee Schlossberger – Lay Representative
	Brian Comstock – Lay Representative
	Sally Morton – CEO
	Shirley Isaacson – Secretary :
REGRETS:	Laurie Lyckman – Vulcan County
	Jason Schneider – Vulcan County

Chair Howard Paulson called the meeting to order at 10:45 a.m.

1.0 APPROVAL OF AGENDA:

Additions to Agenda – MD Budget, Meeting with Health Minister and Minutes.
Moved by Ian Sundquist to accept the agenda as presented. Carried.

2.0 APPROVAL OF MINUTES:

Moved by Mike Cutler that the minutes of the October 28th, 2021 meeting be accepted as presented. Carried.

3.0 BUSINESS ARISING FROM MINUTES:

3.1 Grants – Lisa Dawber will attend the January, 2022 Board Meeting to meet the board and present any ideas that she may have. Suggested to look at 'Horizons for Seniors Program'. Will get quotes on a new van.

3.2 Website – LaShauna Smith sent a quote to do the website – one page is $500.00 and does not include any copyright fees. Maybe check with WCCHS and see if anyone there is interested in helping with the website.

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4.0 CORRESPONDENCE:

The letter from the County of Vulcan dated October 27,2021 appointing Laurie Lyckman as the Vulcan County representative with Jason Schneider as the alternative.
A donation of $50.00 was received in memory of Norm Lewis.

5.0 REPORTS:

5.1 Financial – The Vulcan County has sent $19,089.00 as their payment in support of the Transportation Society. We have $63,988.04 in our current account as of today. Sally reviewed the insurance coverage with the Cooperators and we are getting the best rate possible. We have 59 trips so far this month with

two bus trips booked by the Claresholm Legion and the Carmangay Seniors Centre. Cindy Schlossberger moved the acceptance of the report. Motion Carried.

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5.2 Chairman's Report –Howard and Brydon did Sally's performance review. Sally needs to review the Accounts Receivables. Mike Cutler moved that Sally work 5 days per week with Friday (3 hours) for accounting and grants. Motion Carried.

Discussion on getting a credit card for the office use with a $500.00 limit for miscellaneous items. Brian Comstock moved that we apply for a credit card with a $500.00 limit. Motion Carried.

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6.0 OLD BUSINESS:

The next casino is scheduled for the third quarter of 2022.

7.0 NEW BUSINESS:

7.1 – MD Budget – Ian is trying to get more funds for us from the MD Budget. The board appreciates all the work that Ian does for us.

7.2 – Meeting with Health Minister – The MD is meeting with the Health Minister at their conference on November 25th, 2021 in Edmonton. Hopefully we will get the transfers from the hospital returned to the Transportation Society.

7.3 – Minutes – The secretary will send the minutes of the Transportation Society to the CAO's of the Town of Claresholm, MD of Willow Creek and County of Vulcan.

8.0 IN CAMERA:

There was no in-camera.

9.0 NEXT MEETING DATE: January 20, 2022

The meeting was adjourned by Ian Sundquist..

SIGNED:

SIGNED:

Karine Keys

From: Shannon Frank <shannon@oldmanwatershed.ca>
Sent: January 31, 2022 1:13 PM
Subject: Coal effluent, reclamation of oil and gas wells
Attachments: AER Open Stakeholder Information Session on Feb 3 - Directive 088 General Overview.pdf

There are two public engagements happening right now that you may want to participate in. One is for coal mining wastewater, and one is for reclaiming oil and gas wells. Please share with your network.

Coal Mining Effluent Regulations
Environment and Climate Change Canada (ECCC) is developing Coal Mining Effluent Regulations under the Fisheries Act. These regulations will reduce the risks to fish and fish habitat by limiting levels of harmful substances in coal mining effluent. Once in place, they will apply to the 28 existing coal mines in Canada and to all future coal mine expansions and new coal mine projects.

These regulations will implement national effluent quality standards for selenium, nitrate and suspended solids as well as requirements related to pH and toxicity. They will also set requirements for monitoring, reporting and record keeping, including environmental effects monitoring.

There is a **discussion paper** and information about upcoming **information sessions** here: https://www.canada.ca/en/environment-climate-change/services/managing-pollution/sources-industry/proposed-coal-mining-effluent-regulations.html

Alberta Energy Regulator Directive 088 (Life Cycle Management)

This is about improving regulations to ensure oil and gas companies have the capacity and resources in place to reclaim their sites after shut down. This is an important step forward to reduce the number of orphan wells. A virtual information session is scheduled for **February 3 at 1:30 pm**. **Register at this link:** https://teams.microsoft.com/registration/GRlmWgmmV0inp-6gHT7N-g,qo18nXKXOUewLd1dCMgfUQ,nDDe85wX4E-246AGbVJoZg,dN7ccnaKuE-66uvDa-HfOg,jPR5ir4Nn0KADRTa069rLA,vNRSqgMZLU6ULfLVOXEytg?mode=read&tenantId=5a661919-a609-4857-a7a7-eea01d3ecdfa&skipauthstrap=1. More details are attached.

Shannon Frank
Executive Director
Oldman Watershed Council

1 (403) 317-1328
shannon@oldmanwatershed.ca
oldmanwatershed.ca
PO Box 1892, Lethbridge, AB, T1J 4K5

January 24, 2022
By Email Only

Notice of Directive 088: Licensee Life-Cycle Management Information Session

Session: February 3, 2022, at 1:30pm: General Directive 088 Overview for Open Stakeholders

Following the release of Directive 088: Licensee Life-Cycle Management and Manual 023 on December 1, 2021, the Alberta Energy Regulator is hosting virtual information sessions via Microsoft Teams.

Background

On December 1, 2021, the Alberta Energy Regulator *released new tools* to manage oil and gas liability. The release of *Directive 088: Licensee Life-Cycle Management* is a significant milestone and signals a shift in how we manage liability in Alberta. The new directive has been developed to ensure the oil and gas industry in the province remains accountable for end-of-life obligations and is the latest step in implementing the Government of Alberta's *new liability management framework*.

Purpose

To learn more about the recently released Directive 088: Licensee Life-Cycle Management and Manual 023. The session includes an overview of these new regulatory instruments, and there will be time for you to share your questions and thoughts.

How to Join the Meeting

After registering through the event *link on aer.ca*, you should have received an email from Microsoft Teams confirming your registration for *Directive 088: General Information Session for Indigenous Communities*. You may join the meeting by clicking on the 'join event' button within the email confirmation or, alternatively, you can open the attachment that was provided in the email to add the meeting to your calendar. Once added to your calendar, the meeting invite will have the link to join the event, as well.

Structure

This is an information session – a draft version of Directive 088 was posted for public feedback over June and July 2021. A summary of the feedback we received, including our responses, was captured in a 'what we heard' document. For your reference, it is available here. During the session, we are looking forward to providing further details on the new requirements and addressing any questions you may have.

For your awareness, we will be doing a land acknowledgement at the beginning of our session. We will be going through the presentation virtually at our session. Please look out for an email follow up on January 31; for your reference we will be sharing a copy of the presentation and a glossary of terms used in the presentation. We realize this subject matter is quite technical, so we have prepared a glossary of terms which contains definitions for you to reference and familiarize yourself with prior to the presentation.

Our Focus

We understand that there may be additional questions related to other areas that the AER regulates. At this time, our focus is on building awareness of Directive 088 and Manual 023.

Further Information

- Liability Management page on aer.ca: https://www.aer.ca/providing-information/by-topic/liability-management
- Liability Management Programs and Processes on aer.ca: https://www.aer.ca/regulating-development/project-closure/liability-management-programs-and-processes
- If you are not able to attend this information session, you may access videos on the new Liability Management Framework here: YouTube: Liability Management Framework

Submit Questions

If you would like to submit questions prior to our session, please send them to liabilitymanagement@aer.ca by February 1. If you submit questions ahead of time, we will address them at the session.

Contact Information

Please reach out to liabilitymanagement@aer.ca if you have any questions.

CLARESHOLM AND DISTRICT MUSEUM BOARD MEETING

Museum Station

November 17, 2021

Present: Barry Gibbs, Betty Hoare, Verne Lunan, Earl Taylor, Cynthia Wannamaker, Marg Lane, Joe Toone and Bill Kells.

Absent: Kandice Meister, Town Representative

1. Call to order by Barry Gibbs at 3:03 PM.
2. Verne Lunan moved for the adoption of agenda as circulated. **CARRIED**
3. Correspondence – included in Executive Report.
   – Earl Taylor moved for the approval of minutes from September 22, 2021, as presented. **CARRIED**
4. Financial report – reviewed the report dated November 15, 2021. Bill Kells reported that he is basically finished with any spending for 2021. Joe Toone moved the financial report be accepted as reported. **CARRIED**
5. Executive Directors Report
   - The backlog of items for accession is almost complete by staff member, Ali Hemmaway.
   -Information for the proposed new storage building to be displayed at the upcoming Friends of the Museum executive meeting.
   - The museum budget for 2022 will be similar to the 2020 budget. The plan for 2022 is for the museum to open 5 days per week.
   - Different options to increase museum parking were discussed. All members agreed that better signage should be part of any future parking upgrades.
   - A Rebound Strategy for the museum to bring back business and tourists needs to be developed as we come out of the pandemic. Bill Kells has contacted Travel Alberta and will be meeting with the South West Alberta representative to look for pointers on marketing the museum. Board members are asked for ideas for attracting people to the museum. It was mentioned that there is a upcoming hockey tournament taking place December 3 to 5, with the possibility of having the exhibit hall open on December 4th staffed by volunteers.
   - The museum has been approached by Hazel Perrier, a previous Claresholm resident, looking for an organization/museum to take ownership of a “British

APPROVED

Home Children" project. The display consists of a quilt made up from squares produced by surviving Home Children, with their stories in an accompanying binder. Hazel is looking for someplace that could see the quilt being sent to other museums and serve as a teaching tool. The board felt that it did not meet the criteria as a Claresholm and District artifact. Bills Kells will advise Hazel of the decision.

6. 2022 Museum Planning – moved item to January meeting.
7. Progress report on Museum Strategic Plan
   – Barry Gibbs to update the report to include 2020 and 2021 activity.
8. December Meeting – The board agreed to a social evening hosted by Barry Gibbs on December 15, 2021. The meeting schedule for 2022 to be determined after talking to Kandice Meister. January meeting tentatively set for January 13, 2022, at 3:00 PM at the Exhibit Hall.
9. Discuss 2022 plan for Chair, Vice-chair and Secretary positions moved to January meeting.
10. Earl Taylor made a motion for adjournment at 5:10 PM CARRIED



Barry Gibbs

Board Chair

APPROVED

2020/2021 Progress Report

Claresholm & District Museum 2019-2022 Strategic Plan

Dec 2021

Vision

To evoke pride, educate and inspire (short version)

We are a major attraction in a community proud of its history, evoking Claresholm & District's past to educate present and future generations. Our visitors feel engaged, enlightened and inspired. (Long version)

Mission

To illuminate our history through preservation and sharing of thought-provoking exhibits and stories of Claresholm and district.

Core Values

We value a museum exemplifying:

- Honesty, integrity and professionalism adhering to recognized museum standards, ethics and practices;
- Vitality in our community fostered through cooperative efforts and promotion;
- Creativity, fun and experiential learning;
- Enthusiasm for connecting people with culture and heritage

Goals (prioritized)

1. Increase museum attendance through marketing, planning and enhanced community involvement
2. Strengthen our role in governance
3. Build better relationships with the entire community
4. Cycling of present and future exhibits to keep them fresh
5. Utilize technology to improve the total museum experience
6. Improve Collections Management

Strategic Actions for Each Goal

Goal #1

Increase museum attendance through marketing, planning and enhanced community involvement

Demonstrating action:

1. Year-round system to record every "Claresholm and district" visitor to the exhibit hall
2. Year-round system to record every "out of area" visitor to the exhibit hall
3. 2500 Exhibit Hall visitors per year
4. Annual theme for each year
    - 2019 Women in Agriculture
    - 2020 Claresholm in the War Years 1939-1945
    - 2021 Transportation
    - 2022 Ranching/Rodeo
    - 2023 Business
    - 2024 Farming
    - 2025 Schools (country)
5. Develop 2019-2022 Marketing plan by December 31st, 2019
6. Annual Museum plan and budget will be approved by Dec 31st each year.

2019 Progress: Annual themes developed to 2025, more advertising for events, more articles in Claresholm Local Press, New Women in Agriculture display, directed more people to the Exhibit Hall, positioned Model Ts near door to attract visitors, streaming exhibit photos on CPR station monitor, awarded first place for Museum float at 2019 Fair Days parade, "protestors" featured at two Women in Agriculture events; opening by Lieutenant Governor and on/around parade float.

2020/2021 Progress: Museum closed in 2020 so Women in Agriculture and Claresholm in the War Years exhibits marketed in 2021. The Museum Board continued meeting through 2020 and 2021 via Zoom. Museum planning continued and work In the Museum was completed while closed due to the pandemic. The social media campaign throughout 2020 & 2021 pandemic was very successful and saw our Facebook followers grow to 793, a 232% increase since 2019. In 2021 alone, the total reach from 30 posts was 156,467, with a total engagement (likes, loves, wows) of 25,952.

Goal #2

Strengthen our role in governance

Demonstrating action:

1. Year-round Executive Director hired
2. One annual Board development event
3. Board member binder and orientation updated

2019 Progress: Experienced Executive Director hired in 2019 (key highlight)

2020/2021; Electronic board binder completed.

Goal #3

Build better relationships with the entire community

Demonstrating action:

1. Minimum of four planning meetings per year with the Friends of the Museum
2. 8 events/projects per year involving community relationships/partnerships
3. 50 individuals complete volunteer activities at the Museum or Museum events/promotions by 2022

2019 Progress: Very productive regular planning meetings with Friends of Museum (key 2019 highlight), fund raising for Ben Scaman video/exhibit, Women in Agriculture exhibit and Culture Days, collaborated with Claresholm Library on Louise McKinney exhibit, collaborated with United Farmers Historical Society and UFA on Women in Agriculture exhibit, Lieutenant Governor attended the Oct 5 Women in Agriculture exhibit opening, successful 50th Anniversary Museum Opening in May, 2019

2020/2021: 2021 Fair Days Parade theme "Wings over Claresholm", Exhibit launch event in conjunction with Fair Days and Lemonade on the Lawn. Series of articles in the Claresholm Local Press leading up to the Exhibit Launch event. August 14th, 2021 was the best attended event in the planning period.

Goal #4

Cycling of present and future exhibits to keep them fresh

Demonstrating action:

1. Two "new-promotable" exhibits/year (including new/revised/guest/travelling)
2. Each year, at least one existing exhibit has an "interactive component" added
3. Each year, at least one existing exhibit has a "kids-oriented" feature added

2019 Progress: New interactive "Women in Agriculture" display opened by Lieutenant Governor, Expanded Ben Scaman exhibit and added two videos, cell phone Photographic studio opened (kid friendly)

2020/2021 Progress: The War Years Exhibit had two components; Wings over Claresholm and the Ben Scaman Exhibit. Both are interactive displays with audio-visual components. New exhibit lighting transformed the Exhibit Hall into a significantly upgraded visual experience.

Goal #5

Utilize technology to improve the total museum experience

Demonstrating action:

1. Cell phone photographic studio in the station
2. Investigate the concept of a self-guided cell phone tour

2019 Progress: Cell phone Photographic studio opened (kid friendly), Ben Scaman videos as part of exhibit, touch screen component of Women in Agriculture display

2020/2021 Progress: The War Years Exhibit involves 6 new videos and enables the visitor chooses what they watch.

Goal #6

Improve Collections Management

Demonstrating action:

1. Assess the collection & develop a long-term Collections Action plan. Review the progress of the Collections Action Plan by December 31st, 2019 with a final version in place by February 28th, 2020.
2. Assess the security and conservation of the collection. Develop an action plan and implement by December 31st, 2020.

2019 Progress: Locked cabinet for museum, identified needs for storage and workspace
2020/2021 Progress: Plans developed for a "barn" style storage building. Plans were developed for additional on-site parking. A collections technician was hired and the backlog of donations, from as far back as 2016, were all processed. 262 new collection records were created representing 289 artifacts and 60 thank you letters sent to donors. In addition, 9 research requests were handled.