



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
REGULAR COUNCIL MEETING
SEPTEMBER 26, 2022
AGENDA**

Time: 7:00 P.M.

Place: Council Chambers

Town of Claresholm Multi-Use Community Building, 111 – 55 Avenue West
Livestream: <https://www.youtube.com/channel/UCe3OPyLhTzPajvPVAtNLIKA/live>

NOTICE OF RECORDING

CALL TO ORDER

AGENDA:

ADOPTION OF AGENDA

MINUTES:

REGULAR MEETING – SEPTEMBER 12, 2022

ACTION ITEMS:

1. **BYLAW #1748 – Designated Officers Bylaw**
RE: 2nd & 3rd Readings
2. **BYLAW #1749 – Bylaw Officer Bylaw**
RE: 2nd & 3rd Readings
3. **BYLAW #1750 – Land Use Bylaw Amendment**
RE: 1st Reading
4. **DELEGATION RESPONSE: Shock Trauma Air Rescue Society (STARS)**
5. **CORRES: National Police Federation**
RE: Second Edition: Call to Action to the Government of Alberta
6. **CORRES: Rural Development Network**
RE: Platinum Jubilee Medal (Alberta) Program Nominations
7. **CORRES: Michael Thomas**
RE: Claresholm Resident Hosting Ukrainians
8. **REQUEST FOR DECISION: Chinook Arch Regional Library System**
9. **REQUEST FOR DECISION: Fortis Franchise Renewal**
10. **REQUEST FOR DECISION: FCM Grant – Asset Management System**
11. **REQUEST FOR DECISION: FCSS Support Worker for Seniors**
12. **INFORMATION BRIEF: Emergency Management Functional Exercise**
13. **INFORMATION BRIEF: Council Committee Reports**
14. **INFORMATION BRIEF: CAO Report**
15. **INFORMATION BRIEF: Council Resolution Status**
16. **ADOPTION OF INFORMATION ITEMS**
17. **IN CAMERA:**
 - a. **Land – FOIP Section 16**
 - b. **Legal – FOIP Section 27**
 - c. **Personnel – FOIP Section 17**
 - d. **Personnel – FOIP Section 17**
 - e. **Personnel – FOIP Section 17**

INFORMATION ITEMS:

1. Claresholm Public Library Board Meeting Minutes – June 21, 2022
2. Willow Creek Regional Waste Management Services Commission Meeting Minutes – June 15, 2022

ADJOURNMENT



Claresholm

TOWN OF CLARESHOLM PROVINCE OF ALBERTA REGULAR COUNCIL MEETING MINUTES SEPTEMBER 12, 2022

Place: Council Chambers
Town of Claresholm Multi-Use Community Building, 111 – 55 Avenue West
Livestream: <https://www.youtube.com/channel/UCe3OPyLhTzPajvPVAtNL1KA/live>

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

ABSENT: None

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

MEDIA PRESENT: None

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

CALL TO ORDER: The meeting was called to order at 7:00 p.m. by Mayor Petrovic. Mayor Petrovic asked for all those present to observe a moment of silence in memory of Her late Majesty Queen Elizabeth II who passed away on September 8, 2022 at the age of 96.

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

CARRIED

MINUTES: REGULAR MEETING – AUGUST 15, 2022

Moved by Councillor Carlson that the Regular Meeting Minutes of August 15, 2022 be accepted as presented.

CARRIED

PUBLIC HEARING: BYLAW #1746 – Road Closure Bylaw

Mayor Petrovic declared the Public Hearing open regarding Bylaw #1746 at 7:01 p.m.

CAO Abe Tinney presented Bylaw #1746, a Bylaw for the purpose of closing to public travel portions of a public roadway.

The purpose of the bylaw is to close to public travel and creating title to and disposing of the following described highways:

That part of Plan 7410893 Block 3 walkway that falls between Lot 52 and Lot 53.

Mayor Petrovic asked if there were any comments from the public.

No comments were received from the public regarding Bylaw #1746. No comments from members of Council were noted.

Mayor Petrovic declared the Public Hearing closed at 7:03 p.m.

DELEGATION: STARS (Shock Trauma Air Rescue Society) – Glenda Farnden, Senior Municipal Relations Liaison

Glenda Farnden, Senior Municipal Relations Liaison with STARS, was present to speak to Council about their service and how the citizens of Claresholm and area have benefitted. They are constantly upgrading their systems and patients are the ones who benefit. Their request is that urban municipalities support STARS with \$2 per capita per year for a three-year term, and are asking that Claresholm join other municipalities in supporting STARS for 2023, 2024 and 2025.

ACTION ITEMS:

1. BYLAW #1748 – Designated Officers Bylaw
RE: 1st Reading

Moved by Councillor Schlossberger to give Bylaw #1748, the Designated Officers Bylaw, 1st Reading.

CARRIED

2. BYLAW #1749 – Bylaw Officer Bylaw
RE: 1st Reading

Moved by Councillor Kettles to give Bylaw #1749, the Bylaw Officer Bylaw, 1st Reading.

CARRIED

3. NEWS RELEASE: Expanding the benefits of immigration in rural and northern communities, August 26, 2022

Received for information.

4. CORRES: Hon. Tyler Shandro, Minister of Justice and Solicitor General
RE: Victims Services Redesign

Received for information.

5. **CORRES: Mayor Debora Dueck, Town of Tofield**
RE: Victims Services Redesign

Received for information.

6. **CORRES: Hon. Tyler Shandro, Minister of Justice and Solicitor General**
RE: Engagement Opportunity – Provincial Police Service

MOTION #22-118

Moved by Councillor Kettles to send Mayor Petrovic and Councillor Meister to attend the engagement opportunity regarding Alberta's ongoing consideration of re-establishing a provincial police service with the Minister of Justice and Solicitor General in Lethbridge on September 27th, 2022.

CARRIED

7. **CORRES: Alberta Justice & Solicitor General**
RE: Community Justice Centre (CJC) Stakeholder Engagement

Received for information.

8. **CORRES: Alberta Municipalities**
RE: Asset Management Training

Received for information.

9. **CORRES: Recycling Council of Alberta**
RE: Event Announcement – RCA Circular Economy Summit for Elected Officials

Received for information.

10. **CORRES: Claresholm Pentecostal Assembly**
RE: Burn 24/7 Calgary – Worship & Prayer at Centennial Park

Received for information.

11. **CORRES: The Terry Fox Run**
RE: Annual Terry Fox Run – September 18, 2022

Deputy Mayor Kettles will attend in Mayor Petrovic's place and bring regards from the Town of Claresholm.

12. **CORRES: Calvin Browne**
RE: Stench from Sewer Lagoon and Feed Lot

Received for information.

13. **CORRES: Claresholm Thunder Alumni Committee**
RE: Request for Donation of Arena Ice Time

MOTION #22-119

Moved by Councillor Schlossberger to donate up to 20 hours of ice time as well as use of the mezzanine to the Claresholm Thunder Alumni Committee from March 24-26, 2023 for a fundraising hockey tournament at the Claresholm Arena.

CARRIED

14. **REQUEST FOR DECISION: ATCO Franchise Fee**

MOTION #22-120

Moved by Councillor Carlson to keep the Franchise Fee Rate with ATCO the same at 10% for 2023.

CARRIED

15. **REQUEST FOR DECISION: Claresholm Housing Authority**

MOTION #22-121

Moved by Councillor Carlson to provide a letter of support to the Claresholm Housing Authority and Alberta Seniors and Housing in support of removing the Town of Claresholm from the Claresholm Housing Authority's Ministerial Order for the purpose of allowing the Claresholm Housing Authority autonomy in appointing and recruiting board members.

CARRIED

16. **REQUEST FOR DECISION: 2022 Centennial Park Campground Closure**

MOTION #22-122

Moved by Councillor Cutler to approve seasonal closure of the Centennial Park Campground on October 11, 2022.

CARRIED

17. **FINANCIAL REPORT: Statement of Operations July 31, 2022**

Moved by Councillor Schlossberger to accept the Consolidated Statement of Operations for the month ended July 31, 2022 as presented.

CARRIED

18. **INFORMATION BRIEF: Alberta Municipalities Convention 2022**

Received for information.

19. **INFORMATION BRIEF: Solid Waste to Energy**

Received for information.

20. **INFORMATION BRIEF: Council Committee Reports**

Received for information.

21. INFORMATION BRIEF: Council Resolution Status

Received for information.

22. ADOPTION OF INFORMATION ITEMS

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

CARRIED

23. IN CAMERA:

- a. Confidential Evaluations – FOIP Section 19
- b. Personnel – FOIP Section 17

Moved by Councillor Kettles to go In Camera at 8:33 p.m. for the following items:

- a. Confidential Evaluations – FOIP Section 19
- b. Personnel – FOIP Section 17

CARRIED

NOTICE OF RECORDING CEASED: Mayor Petrovic stated that the live stream has ended at 8:33 p.m.

Moved by Councillor Zimmer to come out of In Camera at 9:20 p.m.

CARRIED

NOTICE OF RECORDING: Mayor Petrovic provided notice that live streaming and recording of the Council meeting would begin again at 9:20 p.m.

- a. Confidential Evaluations – FOIP Section 19

MOTION #22-123 Moved by Councillor Meister to appoint E.M. (Mich) Forster to the Claresholm Museum Board.

CARRIED

ADJOURNMENT: Moved by Councillor Carlson that the meeting adjourn at 9:21 p.m.

CARRIED

NOTICE OF RECORDING CEASED: Mayor Petrovic noted that recording ceased at 9:21 p.m.

Mayor – Chelsae Petrovic

Chief Administrative Officer – Abe Tinney

ACTION ITEMS



REQUEST FOR DECISION

Meeting: September 26, 2022
Agenda Item: 1

Bylaw 1748 – Designated Officers Bylaw – 2nd and 3rd Readings

DESCRIPTION/BACKGROUND:

The MGA identifies municipal purposes as follows:

- To provide good government,
- To foster the well-being of the environment,
- To foster the economic develop of the municipality (recent addition to the MGA)
- To provide services, facilities, or other things that, in the opinion of council, are necessary or desirable for all or a part of the municipality,
- To develop and maintain safe and viable communities, and
- To work collaboratively with neighboring municipalities to plan, deliver and fund intermunicipal services. (Municipal Government Act, S.3

The legislation is not overly prescriptive in regards to these municipal purposes, and Councils are generally free to pursue these purposes without the need for legislation (bylaws, policies).

The MGA also grants powers to municipalities, many of which can only be exercised after a Council has authorized and designated the power to a specific employee (officer) through the Designated Officer Bylaw. For example, municipalities must designate officers to exercise the following powers:

- Section 213(4)(b) – Signing agreements, cheques and other negotiable instruments.
- Section 270 – Opening and closing all the accounts of the Town that hold money.
- Section 544 – Inspecting Meters

The Town's Designated Officers Bylaw gives the Peace Officer certain functions and powers, but the Town no longer has a Peace Officer. Administration is thus looking to amend the bylaw to reflect the Town's current structure by giving these powers and functions to the Bylaw Enforcement Officer. There are also some minor changes and redundancies that we would like to clean up, including:

- Removing the Subdivision and Development Review Board Clerk and Assessment Review Board Clerk as designated officers. Bylaws 1664 and 1730 allow for ORRSC to appoint or designate the clerks for the SDAB and ARB respectively.
- Adding Development Authority powers to the Director of Corporate Services to ensure coverage when the Development Officer and CAO are absent from the office.
- Removing signing of council and council committee minutes from the Director of Corporate Services and giving this power to the Finance Assistant and Communications Administrator.

UPDATE: Council passed 1st Reading of this bylaw on September 12, 2022.

PROPOSED RESOLUTIONS:

MOVED by Councilor _____ to give 2nd Reading to Bylaw 1748, the Town's Designated Officers Bylaw.

MOVED by Councilor _____ to give 3rd Reading to Bylaw 1748, the Town's Designated Officers Bylaw.

COSTS/ SOURCE OF FUNDING (if applicable):

N/A

RECOMMENDED ACTION:

Council pass 2nd and 3rd Reading of the Designated Officer Bylaw.

ATTACHMENTS:

- 1.) Bylaw 1748, Designated Officer

APPLICABLE LEGISLATION:

- 1.) MGA s.210

PREPARED BY: Abe Tinney, CAO

APPROVED BY: Abe Tinney, CAO

DATE: September 19, 2022



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1672 1748**

A Bylaw of the Town of Claresholm to establish the positions of designated officers.

WHEREAS Section 210 of the *Municipal Government Act*, RSA 2000, Chapter M-26 permits the Council to establish one or more positions to carry out the powers, duties and functions of a designated officer;

AND WHEREAS Council wishes to exercise its authority pursuant to the Municipal Government Act by establishing designated officer positions;

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

SECTION 1 TITLE

- 1.1 This Bylaw may be cited as the **“DESIGNATED OFFICERS BYLAW.”**

SECTION 2 DEFINITIONS

- 2.1 In this Bylaw, unless the context otherwise requires:
- a) **“Act”** is the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, as amended, or any legislation in replacement or substitution thereof.
 - b) **“Bylaw”** is a bylaw of the Town of Claresholm.
 - c) **“Chief Administrative Officer (CAO)”** is the person appointed by Council under Section 205 of the Municipal Government Act and is the administrative head of the municipality.
 - d) **“Committee”** is any board, committee, or commission or other body to which Council may appoint, but excluding Committee of the Whole.
 - e) **“Committee of the Whole”** is Members of Council present at a meeting of Council sitting in committee.
 - f) **“Council”** is the municipal Council of the Town of Claresholm.

SECTION 3 AUTHORIZING OF MUNICIPAL DOCUMENTS

- 3.1 All agreements, cheques and other negotiable instruments and opening and closing of accounts that hold money, shall be signed by any two of the following: Mayor, Deputy Mayor, Councillor, CAO, Director of Corporate Services or Finance Assistant & Communications Administrator.

SECTION 4 DESIGNATION

- 4.1 The following positions are designated officers of the Town:
- a) Chief Administrative Officer;
 - b) Director of Corporate Services;
 - c) Finance Assistant & Communications Administrator;
 - ~~d) Peace Officer; Bylaw Enforcement Officer;~~
 - e) Development Officer;
 - f) Director of Infrastructure Services;
 - g) Municipal Assessor;
 - ~~h) Subdivision and Development Appeal Board Clerk;~~
 - ~~i) Assessment Review Board Clerk;~~

SECTION 5 CHIEF ADMINISTRATIVE OFFICER (CAO)

- 5.1 The CAO may exercise all of the powers, duties and functions of a designated officer under this or any other enactment or bylaw.

SECTION 6 DIRECTOR OF CORPORATE SERVICES

- 6.1 The Director of Corporate Services is the designated officer for the purposes of the following sections of the Act:
- Section 69 – Consolidating bylaws.
 - ~~Section 213(1)(b) – Signing minutes of Council meetings.~~
 - ~~Section 213(2)(b) – Signing minutes of Council committee meetings.~~
 - Section 213(4)(b) – Signing agreements, cheques and other negotiable instruments.
 - Section 270 – Opening and closing all the accounts of the Town that hold money.
 - Section 606(7) – Requirements for proof of advertising.
 - Section 623 – Development Authority**

SECTION 7 FINANCE ASSISTANT & COMMUNICATIONS ADMINISTRATOR

- 7.1 The Finance Assistant & Communications Administrator is the designated officer for the purposes of the following sections of the Act:
- Section 69 – Consolidating bylaws.
 - Section 213(1)(b) – Signing minutes of Council meetings.**
 - Section 213(2)(b) – Signing minutes of Council committee meetings**
 - Section 213(4)(b) – Signing cheques and other negotiable instruments.
 - Section 270 – Opening and closing all the accounts of the Town that hold money.
 - Section 606(7) – Requirements for proof of advertising.

SECTION 8 PEACE OFFICER BYLAW ENFORCEMENT OFFICER

- 8.1 **The Bylaw Enforcement Officer** is the designated officer for the purposes of the following sections of the Act:
- Section 542 – Municipal Inspections and Enforcement
 - Section 545 – Order to remedy contraventions
 - Section 546 – Order to remedy dangers and unsightly property

SECTION 9 DEVELOPMENT OFFICER

- 9.1 The Development Officer is the designated officer for purposes of the following sections of the Act:
- Section 542 – Municipal Inspections and Enforcement
 - Section 545 – Order to remedy contraventions
 - Section 623 – Development Authority
 - ~~Section 624 – Development Authority (REPEALED IN MGA 2020)~~

SECTION 10 DIRECTOR OF INFRASTRUCTURE SERVICES

- 10.1 The Director of Infrastructure Services is the designated officer for purposes of the following sections of the Act:
- Section 544 – Inspecting Meters

SECTION 11 MUNICIPAL ASSESSOR

- 11.1 The Municipal Assessor is the designated officer for purposes of carrying out the duties and responsibilities of an “assessor” under the Act, and any other relevant statute, regulations or bylaw.
- 11.2 The Municipal Assessor is the designated officer for purposes of the following sections of the Act:
- Section 482(1) & (2) – Admissible evidence at hearings – assessment rolls and assessment notices.
 - Section 525 – Certifying copies of assessment roles and assessment notices.

SECTION 12 SUBDIVISION & APPEAL BOARD CLERK

- ~~12.1 The Subdivision & Development Appeal Board Clerk is the designated officer for purposes of carrying out the duties and responsibilities of a “Subdivision & Development Appeal Board Clerk” under the Act, and any other relevant statute, regulations or bylaw.~~

SECTION 13 ASSESSMENT REVIEW BOARD CLERK

~~13.1 The Assessment Review Board Clerk is the designated officer for purposes of carrying out the duties and responsibilities of a “Assessment Review Board Clerk” under the Act, and any other relevant statute, regulations or bylaw.~~

SECTION 14 FIRE CHIEF

14.1 The Fire Chief is the designated officer for purposes of providing fire protection services to the Town and carrying out the duties and responsibilities of the Alberta Safety Codes Act and the Alberta Fire Code, and any other relevant statute, regulations or bylaw.

SECTION 13 PASSAGE OF BYLAW

13.1 This Bylaw shall come into effect upon passage of Third Reading.

13.2 Bylaw #1672 is hereby rescinded.

Read a first time in Council this **12th** day of **September** 2022.

Read a second time in Council this **26th** day of **September** 2022.

Read a third time in Council and finally passed this **26th** day of **September** 2022.

Chelsae Petrovic, Mayor

Abe Tinney, CAO



REQUEST FOR DECISION

Meeting: September 26, 2022
Agenda Item: 2

Bylaw 1749 – Bylaw Enforcement Officer – 2nd and 3rd Reading

DESCRIPTION/BACKGROUND:

Council discontinued the Town's Community Peace Officer (CPO) program 2021, and replaced the CPO with a Bylaw Enforcement Officer. Municipalities that employ bylaw enforcement officers must pass a bylaw to specify the powers and duties of the officer, and to establish disciplinary procedures for misuse of powers. The bylaw must also include penalties and an appeal process for misuse of power (MGA, s. 556). The Town currently does not have a Bylaw Enforcement Officer Bylaw in place.

DISCUSSION/OPTIONS:

The proposed bylaw will improve transparency with the public regarding bylaw enforcement in Town, as it outlines the officer's duties and powers. Additionally, the bylaw holds the Town and the Officer accountable to the public for misuse of power, as it provides penalties and appeal processes for misuses of power.

The Administrative Services Committee reviewed the proposed bylaw at its Aug 31 meeting, and requested that administration prepare the bylaw for Council and 1st Reading.

UPDATE: Council passed 1st Reading of this bylaw on September 12, 2022.

PROPOSED RESOLUTIONS:

MOVED by Councillor _____ to give Bylaw 1749, Bylaw Enforcement Officer, 2nd Reading.

and

MOVED by Councillor _____ to give Bylaw 1749, Bylaw Enforcement Officer, 3rd Reading.

COSTS/ SOURCE OF FUNDING (if applicable):

N/A

RECOMMENDED ACTION:

Council approve 2nd and 3rd Reading of the Bylaw Enforcement Officer Bylaw.

ATTACHMENTS:

- 1.) Bylaw 1749

APPLICABLE LEGISLATION:

- 1.) MGA 556

PREPARED BY: Abe Tinney, CAO

APPROVED BY: Abe Tinney, CAO

DATE: September 19, 2022



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1749**

A BYLAW OF THE TOWN OF CLARESHOLM IN THE PROVINCE OF ALBERTA TO PROVIDE FOR THE APPOINTMENT, EMPOWERMENT AND DISCIPLINE OF BYLAW ENFORCEMENT OFFICERS WITHIN THE TOWN OF CLARESHOLM.

WHEREAS, the Town of Claresholm is required by section 556 of the Municipal Government Act to specify the powers and duties of Bylaw Enforcement Officers, and establish disciplinary procedures for misuse of powers, and penalties and appeal processes.

NOW THEREFORE, the Council of the Town of Claresholm, in the Province of Alberta, duly assembled, enact as follows:

SECTION 1 TITLE

- 1.1 This Bylaw may be cited as the **“BYLAW ENFORCEMENT OFFICER BYLAW.”**

SECTION 2 DEFINITIONS

- 2.1 In this Bylaw, unless the context otherwise requires:
- a) **“Act”** is the Municipal Government Act, Revised Statutes of Alberta 2000, Chapter M-26, as amended, or any legislation in replacement or substitution thereof.
 - b) **“Bylaw”** is a bylaw of the Town of Claresholm.
 - c) **“Bylaw Enforcement Officer”** means an employee of the Town of Claresholm, who is employed for the purposes of the enforcement of Town of Claresholm Municipal Bylaws, and may include a Community Peace Officer appointed under the Peace Officer Act of Alberta.
 - d) **“Chief Administrative Officer (CAO)”** means the Chief Administrative Officer of the Town or the Chief Administrative Officer’s delegate. Section 205 of the Municipal Government Act and is the administrative head of the Municipality.
 - e) **“Council”** is the municipal Council of the Town of Claresholm.
 - f) **“Town”** means the municipal corporation of the Town of Claresholm, in the Province of Alberta, or the area within the Town of Claresholm’s corporate limits, as the context requires.

SECTION 3 APPLICATION

- 3.1 Nothing in this Bylaw relieves a person from complying with any provision of any federal or provincial law or regulation, other bylaw or any requirement of any lawful permit, order, or license.
- 3.2 Any heading, sub-headings, or tables of contents in this Bylaw are included for guidance purposes and convenience and shall not form part of this Bylaw.
- 3.3 Where this Bylaw refers to another Act, bylaw, regulation or agency, it includes reference to any Act, bylaw, regulation or agency that may be substituted therefore.

SECTION 4 CHIEF ADMINISTRATIVE OFFICER (CAO)

- 4.1 The powers and duties of the CAO or delegate are as follows:
- a) To establish one or more Bylaw Enforcement Officer positions as approved by Council;
 - b) To appoint, promote or dismiss individuals to the position of Bylaw Enforcement Officer for the purpose of enforcing the Town Bylaws;
 - c) To provide for the supervision of the performance and conduct of the Bylaw Enforcement Officer(s);
 - d) To ensure that the Bylaws of the Town are enforced in an appropriate manner;
 - e) To investigate formal complaints made against a Bylaw Enforcement Officer;
 - f) To discipline Bylaw Enforcement Officers in the case of a substantiated formal

complaint;

SECTION 5 APPOINTMENT

- 5.1 The Bylaw Enforcement Officer shall be appointed by the Chief Administrative Officer of the Town of Claresholm.
- 5.2 Upon being appointed a Bylaw Enforcement Officer, and prior to entering duties, each officer shall take the official oath prescribed by the Oaths of Office Act.
- 5.3 The authority and appointment of the Bylaw Enforcement Officer shall cease when the person is no longer an employee of the Town of Claresholm.

SECTION 6 BYLAW ENFORCEMENT OFFICER POWERS AND DUTIES

- 6.1 The powers and duties of a Bylaw Enforcement Officer are as follows:
 - a) To enforce bylaws within the Town;
 - b) To follow lawful directions of the CAO;
 - c) To respond to and investigate complaints;
 - d) To conduct routine patrols;
 - e) To issue and service notices, tickets/tags, and lay information as required;
 - f) To assist in the prosecution of bylaw contraventions including gathering evidence, assisting witnesses, and attending court to provide evidence as required;

SECTION 7 FORMAL COMPLAINTS AND DISCIPLINE

- 7.1 A formal complaint against a Bylaw Enforcement Officer shall be in writing unless a complainant is unable to make the complaint in writing due to a language barrier or disability. In this case, the Town will record the complaint and treat it as if it was received in writing.
- 7.2 Anonymous complaints shall not be investigated.
- 7.3 When a formal complaint is received by the Town against a Bylaw Enforcement Officer, the CAO shall:
 - a) Advise the complainant of the receipt of the complaint within 30 days;
 - b) Notify the Bylaw Enforcement Officer involved if appropriate (see 'Appendix A' below for details);
 - c) Investigate the allegations of the complaint by speaking with the complainant, any witnesses, and the Bylaw Enforcement Officer involved, and any other person who may have knowledge relevant to the occurrence;
 - d) Review any relevant documents in existence pertaining to the occurrence, including but not limited to:
 - i. Occurrence Reports;
 - ii. Dispatch logs
 - iii. Notebooks
 - iv. Court documents
 - v. Legal documents
 - vi. Audio or video recordings
 - e) Advise the complainant and the Bylaw Enforcement Officer of the status of the investigation at least once every 45 days.
 - f) Upon conclusion of the investigation, the CAO shall notify the complainant, and the Bylaw Enforcement Officer involved of the disposition of the complaint as follows:
 - i. "the complaint is unfounded" means that on the basis of a thorough investigation that no reasonable belief exists that complain has merit or basis;
 - ii. "the complaint is unsubstantiated" means that on the basis of a thorough investigation there is insufficient evidence to determine the facts of the complaint and that it may or may not have occurred;
 - iii. "the complaint is found to have merit in part" means that on the basis of a thorough investigation that a reasonable belief exists that the Bylaw Enforcement Officer engaged in misconduct in regards to portion(s) of the complaint, but not in its entirety;
 - iv. "the complaint is found to have merit in whole" means that on the basis of a thorough investigation that a reasonable belief exists that the Bylaw Enforcement Officer engaged in misconduct in regards to the entirety of the complaint.
 - g) No investigation shall be required if the CAO determines the complain to be frivolous,

vexatious, made in bad faith, or relating to the interpretation or application of legislation, investigation outcome, or action taken as a result of an investigation.

h) In the event a complaint is found to have merit in whole or in part, the CAO shall take appropriate disciplinary action in accordance with Town human resource policies and practices.

7.4 The CAO has the authority to informally resolve a formal complaint. This shall be accomplished by meeting with the complainant to discuss their concerns, circumstances, facts and any information pertaining to the complaint. If a mutually agreeable solution can be reached by all parties involved, the complaint shall be deemed to be resolved and no investigation, or further investigation, is necessary. An informal resolution must be documented within one month of resolution.

SECTION 8 SEVERABILITY

8.1 If any Section or parts of this Bylaw are found in any court of law to be illegal or beyond the power of Council to enact, such Section or parts shall be deemed to be severable and all other Section or parts of this Bylaw shall be deemed to be separate and independent there from and to be enacted as such

SECTION 9 PASSAGE OF BYLAW

9.1 This Bylaw shall come into effect upon passage of Third Reading.

Read a first time in Council this **12th** day of **September** 2022.

Read a second time in Council this **26th** day of **September** 2022.

Read a third time in Council and finally passed in Council this **26th** day of **September** 2022.

Chelsae Petrovic, Mayor

Abe Tinney, CAO

APPENDIX A

Notification to Bylaw Enforcement Officer of Complaint

In the majority of cases it is always appropriate and necessary to inform a Bylaw Enforcement Officer about a complaint made to facilitate the principles of due process and fairness. However, in circumstances where such notification may unduly have a negative impact on an internal investigation or place the complainant in an unfavourable position, the notification to the Officer may be delayed.

In the following general circumstances, consideration must be given to delay informing the Officer about a complaint when it may reasonably be suspected that:

- a) The complainant may be placed in danger,
- b) The complainant may face other inappropriate action by the Officer should the Officer be informed,
- c) The notification may impede the gathering of evidence during an internal investigation,
- d) A reasonable likelihood exists that the complaint may lead to charges under federal or provincial legislation and that notification of the Officer could impede any resulting police or other investigative agency investigation, or
- e) Any other situation identified by the authorized employer or Director in which it may be appropriate to delay informing the Officer about the complaint.



Claresholm

REQUEST FOR DECISION

Meeting: September 22, 2022
Agenda Item: 3

BYLAW No. 1750 – LAND USE BYLAW AMENDMENT

DESCRIPTION / BACKGROUND:

The Town has received a land use bylaw amendment application to add the use of Place of Worship into the Retail Commercial - C1, land use district. This is for the purpose of a new church/counselling location within the downtown core. The actual use will be approved within a separate application process through the Development office; however, this is the first step in that process; ensuring the use is listed within the land use district.

Definition: Place of worship means a development dedicated to the undertaking of religious practices and activities and included churches, chapels, temples, parish halls, synagogues, convents, seminaries, rectories, mosques and may include such accessory uses as offices for administration of the place of worship, a childcare facility and space for social recreational, and community activities.

Currently, Place of Worship are only listed within the Public/Institutional – P, and Residential - R1, land use districts. There are no concerns from the Development Department as to the addition of this use within the Retail Commercial – C1, district. Council could decide whether this would be a permitted use (Development Officer reviewed), or Discretionary (reviewed following a circulation).

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. Administration would recommend Council pass first reading to allow the bylaw to continue to the public hearing stage. Any considerations for parking, uses, intensity, renovations, etc. would be dealt with at the approval stage through a separate application (Development office or MPC).

RECOMMENDED ACTION:

Moved by Councillor _____ to give Bylaw No. 1750, a bylaw to amend Land Use Bylaw No.1525 first reading.

ATTACHMENTS:

- 1.) Draft Bylaw No. 1750

APPLICABLE LEGISLATION:

- 1.) LUB No.1525
- 2.) Municipal Government Act, RSA 2000, Chapter M-26, Section 606 – Requirements for Advertising.
- 3.) Municipal Government Act, RSA 2000, Chapter M-26, Section 216.4 – Public Hearings.

PREPARED BY: Tara VanDellen, Planner/Development Officer

APPROVED BY: Abe Tinney, CAO

DATE: September 22, 2022



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW # 1750**

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

AND WHEREAS THE PURPOSE of proposed Bylaw No. 1750 is to amend the Land Use Bylaw No. 1525 to add a use within the Retail Commercial ‘C1’ land use district;

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 by:

Adding the following use to Retail Commercial – C1 under section 1.

DEVELOPMENT OFFICER DISCRETIONARY USES

Place of Worship

2. This Bylaw shall take effect on the date of final passage.
3. That Bylaw #1750 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



CRITICAL CARE, ANYWHERE.

#1 PRIORITY
UNINTERRUPTED OPERATIONS

STARS - Under strict protocols
Slowed approach to re-integration
Increased stress-related missions
COVID-related cases

- * Previously 1-in-5 missions
- * Now decreased cases
- * Decreased hospitalizations
- * Less severity/intubations

STARS Transport Physicians

- * Assisting hospital personnel
- * Critical care guidance
- * Virtual consultations
- * Airway management
- * Ventilation/resuscitation



COVID-19 PANDEMIC CONTINUES

WE ARE ALL STARS®

24 / 7 SAFETY NETWORK

Access to All Available Resources

- * Includes GIS mapping
- * Pre-set coordinates

Transport Physicians

- * Medical oversight all critical calls
- * Mechanism of injury/illness
- * Determine and dispatch appropriate level of response
- * 1–10 ratio for STARS community assistance
- * 99 requests per day

Received over 36,000 emergency requests last year.



EMERGENCY LINK CENTRE (ELC)

WE ARE ALL STARS®

MINUTES COUNT!

Transport Physicians

- * Coordinate complex logistics
- * Schedule with receiving hospitals
 - ✓ Neuro-Surgeons
 - ✓ Mobilize Specialty Teams
 - ✓ Cardiac Cath Lab
 - ✓ CAT Scanner
(prerequisite for stroke patients)

Physicians in Virtual Consultation

- * Face-to-face decisions
- * Transmit *real-time* diagnostics
- * Positive Results!
 - ✓ Critical/trauma patients
 - ✓ Direct delivery to O.R.
 - ✓ Improved patient outcomes

A game changer !

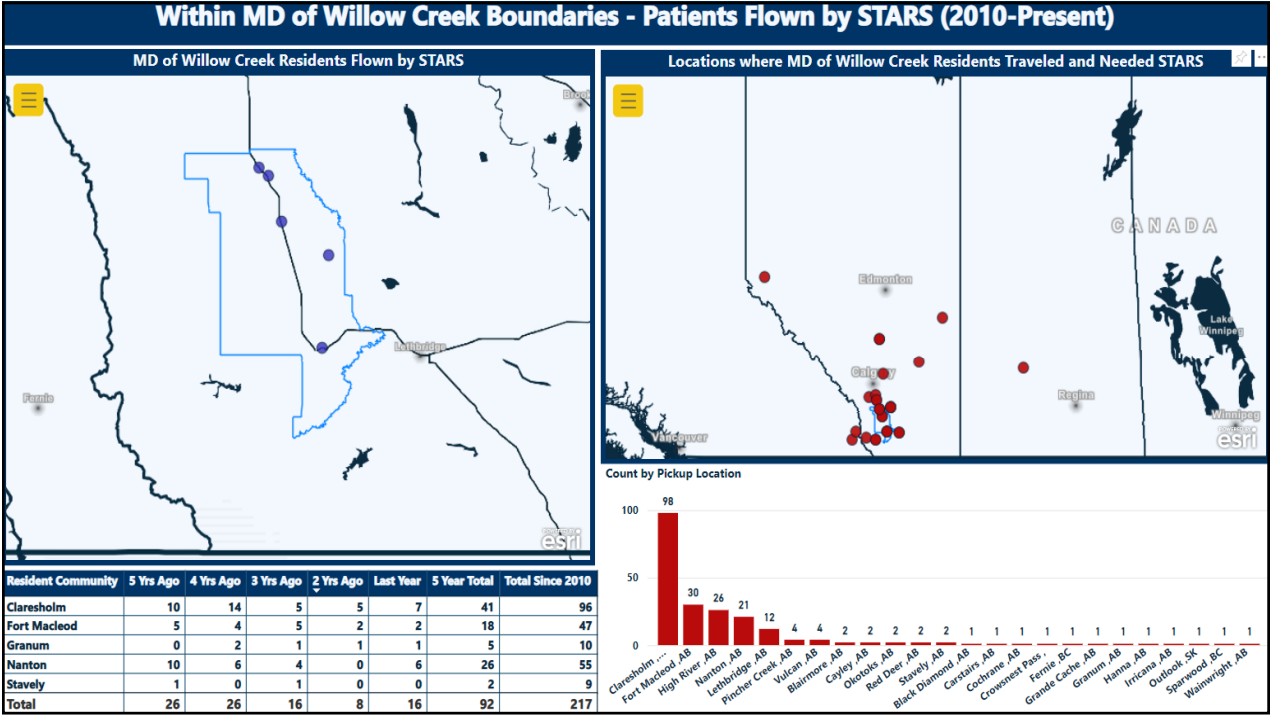


TRANSPORT PHYSICIAN PILOT PROJECT

WE ARE ALL STARS®

TOWN of CLARESHOLM / M.D. of Willow Creek @ Aug. 31, 2022	2017	2018	2019	2020	2021	2022	TOTAL
Claresholm Hospital (critical inter-facility transfers)	10	14	8	5	10	3	50
Claresholm (scene)	2	4	1	2	2	2	13
Near Eden Valley (within M.D. of Willow Creek)		1					1
Fort Macleod Hospital (critical inter-facility transfers)	6	8	14	4	3	4	39
Fort Macleod (scene)	1	1	1	2	5	1	11
Near Glenwood (within M.D. of Willow Creek)					1		1
Granum					2		2
Nanton	10	4	6	3	2	4	29
Near Pearce (within M.D. of Willow Creek)			2	1			3
Stavely		2					2
TOTAL	29	34	32	17	25	14	151

*Claresholm averages 12 missions per year/ represents approx. \$90K in service value annually for your residents
 *Within M.D. of Willow Creek - averages 27 missions per year / represents approx. \$200K in service value annually for your area



MUNICIPALITIES SUPPORT STARS

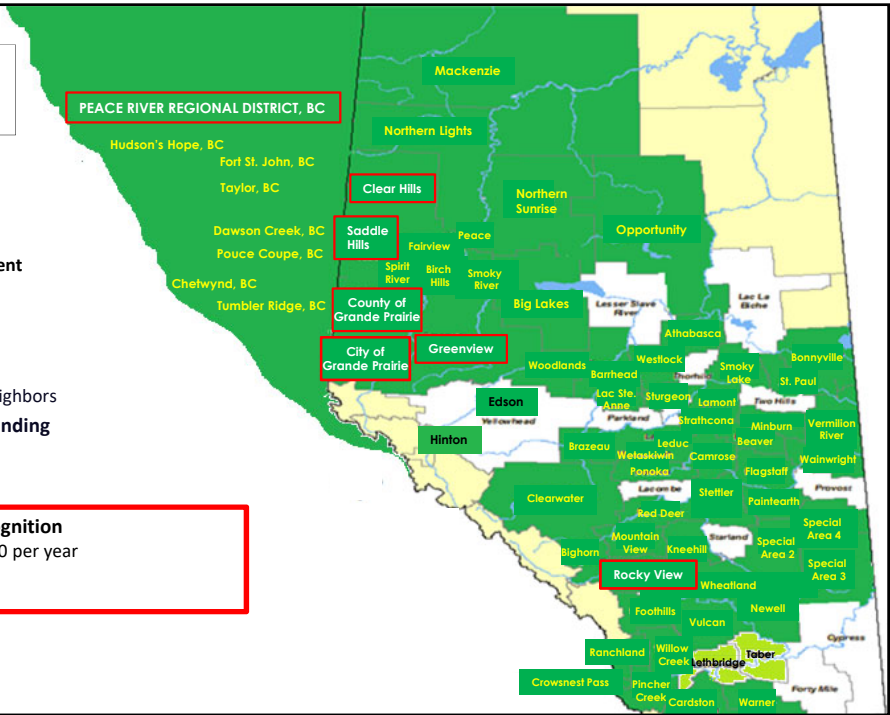
- * STARS – An Essential Service
- * Emergency Protective Services Asset

Per capita or annual fixed-rate commitment
 * Urban - \$2 per capita
 * Rural - Up to \$90 per capita

- 90% Regional Partnerships**
- * MD of Willow Creek and Regional Neighbors
 - * \$2M+ Sustainable Operational Funding

(7) Municipalities Receive Logo Recognition
 * Standing Motion - \$100,000 - \$210,000 per year
(2) Upcoming Logo Unveilings

* GREEN represents municipal supporters



A GENERATIONAL INVESTMENT

\$138M Fleet Campaign

- \$65M Federal Government (5)
- \$13M Saskatchewan Govt. (1)
- \$13M Alberta Government (1)
- \$47M Corporate Business
Dedicated Individuals
Municipalities

Campaign Finalized!

Final (2 of 9) have arrived!
 10th Helicopter – Due to arrive late Fall
 Sale of BK117s / Market value / USD rate

MD of Willow Creek & area
 * 1st to be served by new H145!
 Fully H145 operational Sept. 2022



FLEET CAMPAIGN COMPLETED

WE ARE ALL STARS®

H145 BREAKTHROUGH TECHNOLOGY

- * Outperforms previous BK117
- * Speed, range, fuel efficiency
- * Powerful twin engines
- * Advanced avionics
 - Auto-pilot / Auto-hover
 - Reduced pilot fatigue
 - Superior safety features
- * New 5-bladed system
 - Increased lift/load capacity
 - Beneficial in complex terrain
- * Less maintenance required
 - Increased availability
 - Reduced cost



AIRBUS H145

WE ARE ALL STARS®

HIGHEST LEVEL OF CRITICAL CARE

- * World-Class Expertise
- * STARS ICU Flight Nurse
- * STARS ALS Paramedic
- * Transport Physician Oversight
- * Virtual Enhancements
- * Bluetooth / Integrated Wi-fi
- * Satellite Connectivity
- * Cutting Edge Diagnostics
- * Transmit Test Results
- * Life-saving Blood Onboard
- * **Critical Care – Anywhere**



AIRBUS H145 - INTENSIVE CARE UNIT

WE ARE ALL STARS®



STARS – Born of necessity.
Serving Albertans since 1985.
More than 50,000 missions flown,
No cost to the patient.

OUR REQUEST

\$2 per capita
2023, 2024, 2025
(In conjunction with Council term)

Join municipal neighbors in partnership.
Over \$200K service value annually
- Within M.D. of Willow Creek -

A life is saved every day.
Partnerships make this possible.
You are STARS reason for being.



Karine Keys

From: Maryanne King <mking@npf-fpn.com>
Sent: September 12, 2022 9:00 AM
To: Chelsae Petrovic
Cc: Karine Keys
Subject: Second Edition: Call to Action to the Government of Alberta
Attachments: Call to Action to the Government of Alberta.pdf

Good morning Mayor Petrovic,

Throughout Spring 2022, municipalities and stakeholder associations across Alberta have joined together in a Call to Action to the Government of Alberta to reconsider the proposal to transition to a provincial police service. This Call to Action was originally released on June 27, and we are pleased to share an **updated re-release including 92 signatories** to this Call to Action with you today.

You may see the Call to Action attached and hosted on the [Keep Alberta RCMP website](#).

We appreciate each of the 92 signatories for standing together in requesting the Government to reconsider this costly and unsubstantiated proposal. This reflects what Albertans have been saying loud and clear - they do not want an expensive transition to replace the RCMP with a new provincial police service.

To further substantiate the voices of Albertans, please also see [recent polling data](#) conducted over July 2022 that clearly indicates Albertans are not interested in or supportive of a new, expensive Provincial Police Service. Some highlights of this data include:

- 84% of Albertans want to retain the Alberta RCMP outright or with improvements;
- The three most commonly identified top priorities for Albertans are affordability and cost of living, Alberta's economy, and health care; policing is cited as a first priority for only 2% of Albertans.
- Albertans would prefer that the Government focus on increased rural response time, increased resources for policing and increased resources to respond to petty crime.

Additional signatories to the Call to Action continue to be welcomed. As signatories are added, the [list of signatories](#) will be updated. If you are attending the RMA Fall Convention in November, we look forward to seeing you at the Tradeshow on Tuesday, November 8th.

Should you like to connect regarding the Call to Action, please don't hesitate to contact me at your convenience.

Maryanne King

Policy Advisor | Conseiller Politique

National Police Federation | Fédération de la Police Nationale

(587) 672-0695

<https://npf-fpn.com>

220 Laurier Avenue West/Ouest

8e Étage – Suite 800

Ottawa, Ontario

K1P 5Z9



**NATIONAL
POLICE
FEDERATION**

**FÉDÉRATION
DE LA POLICE
NATIONALE**

 @NPFFPN

 NPF_FPN

 nationalpolicefederation

 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.
This email may contain PRIVILEGED AND/OR CONFIDENTIAL INFORMATION intended only for the use of the addressee. If you are not the addressee or the person responsible for delivering it to the person to whom it was addressed, you may not copy or deliver this to anyone else. If you receive this email by mistake, please immediately notify us.

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CALL TO ACTION TO THE GOVERNMENT OF ALBERTA

Dear Premier,

We are committed to ensuring Albertans live in safe communities that support their health and well-being. Communities where people have reliable access to critical health, social, public safety, and educational services. Ultimately, Albertans living in a safe and healthy community communicate those needs to the Government of Alberta, who listen and respond.

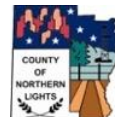
The Government of Alberta has lost the trust of its constituents in its pursuit of an Alberta Provincial Police Service (APPS) by not undertaking fulsome, open, and transparent consultations with all those affected. Albertans have stated loud and clear that they do not want a costly new police service, with an overwhelming 84% of Albertans wanting to keep and improve the Alberta RCMP.

In addition, the Government of Alberta has not released a detailed funding model explaining who would be paying the costs of this proposed transition. The vague Transition Study noted initial transition costs of \$366 million over six years, and, at minimum, an additional \$139 million each year, increasing with inflation. Municipalities know that most of these costs will be downloaded directly to them, forcing them to significantly increase residents' and businesses' taxes.

Municipalities and engaged Albertans continue to call on the Government of Alberta to improve rural police response times and increase resources available to the justice system. The Province's \$2 million Transition Study did not highlight how a new APPS would address any of these issues.

We, the undersigned, call on the Government of Alberta to stop efforts and investment to advance the creation of an Alberta Provincial Police Service and instead invest in resources needed to:

- *Improve current policing services to reduce response times and address rural crime by increasing the number of RCMP officers within communities*
- *Improve social services to address the root causes of crime (health, mental health, social and economic supports)*
 - *Expand Police and Crisis Teams with police and Alberta Health Services*
 - *Work with communities to provide targeted social supports*
- *Increase resources within the justice system*
 - *Ensure timely trials by prioritizing violent over non-violent crimes*
 - *Hire more Crown prosecutors and appoint more Provincial Court Judges*





Organizations:

National Police Federation
Alberta Community Crime Prevention Association
Alberta Union of Public Employees
Clearwater Community Crime Watch
Public Service Alliance of Canada – Prairies
Union of Safety and Justice Employees
Victim Services Alberta

Cities:

City of Wetaskiwin

Towns:

Town of Athabasca
Town of Barrhead
Town of Beaverlodge
Town of Bon Accord
Town of Bowden
Town of Black Diamond
Town of Blackfalds
Town of Canmore
Town of Claresholm
Town of Coalhurst
Town of Crossfield
Town of Edson
Town of Elk Point
Town of Fairview
Town of Fort Macleod
Town of Grimshaw
Town of High Level
Town of High Prairie
Town of High River
Town of Innisfail
Town of Irricana
Town of Magrath
Town of Mayerthorpe
Town of McLennan
Town of Millet
Town of Penhold
Town of Ponoka
Town of Redwater
Town of Spirit River
Town of Swan Hills
Town of Sylvan Lake
Town of Tofield
Town of Trochu
Town of Two Hills
Town of Vauxhall
Town of Viking
Town of Wainwright
Town of Westlock

Villages:

Paradise Valley
Village of Alliance
Village of Berwyn
Village of Big Valley
Village of Breton
Village of Carmangay
Village of Caroline
Village of Champion
Village of Chipman
Village of Clive
Village of Coutts
Village of Delia
Village of Donnelly
Village of Edgerton
Village of Elnora
Village of Girouxville
Village of Hines Creek
Village of Longview
Village of Marwayne
Village of Myrnam
Village of Nampa
Village of Rosemary
Village of Spring Break
Village of Standard
Village of Vilna
Village of Waskatenau

Summer Villages:


Summer Village of Betula Beach
Summer Village of Crystal Springs
Summer Village of Ghost Lake
Summer Village of Jarvis Bay
Summer Village of Kapasiwin
Summer Village of Lakeview
Summer Village of Seba Beach
Summer Village of Silver Sands
Summer Village of Southview

Counties:

Big Lakes County
Brazeau County
Clearwater County
County of Northern Lights
County of St. Paul
County of Wetaskiwin
Northern Sunrise County
Smoky Lake County

Municipalities:

Municipal District of Opportunity
Municipal District of Peace
Municipality of Crowsnest Pass



Karine Keys

From: Jessica Pena <jessicap@ruraldevelopment.ca>
Sent: September 19, 2022 12:16 PM
To: jessica-mayela@hotmail.com
Subject: Platinum Jubilee Medal (Alberta) Program Nominations

Dear Community Members,

The Rural Development Network has been asked to help recognize 5 worthy recipients of the Platinum Jubilee Medal (Alberta) Program. In celebration of the 70th anniversary of Her Majesty's Accession to the Throne as Queen of Canada, the The Medal program recognizes outstanding service from Albertans who have dedicated themselves to their family, community, and country. This is a wonderful opportunity for you to recognize those individuals who have made outstanding contributions to your community.

To be eligible for the Medal program, nominees must meet the following criteria:

- Be a Canadian citizen or permanent resident in Canada
- Living as of February 6, 2022
- Has demonstrated contributions to Canada, Alberta, a particular region of rural Alberta, community or field

Nominees should be leaders in their communities, have made a significant impact at the local level and come from across rural Alberta.

If you know someone worthy of this honor, please click the link below to nominate them. <https://docs.google.com/forms/d/15ThIJXVu0OI7q2MWfFEMv8IDVXKlv2KmmcEOVf1Ex9o/edit>

Nominations will be accepted until **Sunday, October 16, 2022 at 11:59 pm MT**. If you have any questions or require further details, please contact at jessicap@ruraldevelopment.ca

--

Jessica Pena

Human Resources Assistant

E: jessicap@ruraldevelopment.ca

Rural Development Network

www.ruraldevelopment.ca



The RDN acknowledges that we are located on Treaty 6 territory, and respects the histories, languages, and cultures of First Nations, Métis, Inuit, and all First Peoples of Canada.

Karine Keys

From: Michael Thomas <mike@solarninjas.energy>
Sent: September 15, 2022 7:54 PM
To: Karine Keys
Subject: One of your wonderful residents, hosting ukrainians :)
Attachments: Screenshot 2022-09-15 194504.png; Screenshot 2022-09-15 170643.png

To pass along to town council

One of your residents Vada Kolish is hosting ukrainian evacuees from the war... Vada and her Husband are wonderful people and a credit to your region. (She may kill me for the attention, but she deserves a pat on the back).

She is very proud of the welcoming environment you have there and talks about it any time she's asked. Really deserves a good hug and a bottle of wine, but I'm too far :) Vada is a worthy Claresholm ambassador.

I run the Ukraine Assistance facebook groups, with a team taking care of Calgary-South, and Edmonton-North, as well as province wide and national hosting support groups.

We love people like her, she's an example for the whole country and we're happy to share her across all our networks as a great example to encourage others to help and participate!

Smaller communities have so much to offer newcomer ukrainians, and while it can be more challenging to place them remotely, it's clear that your town has the recipe worked out just fine.

Hope to see more from Claresholm in the future! Encourage your folks to consider participating if they're interested!

For info and links, check my page at <https://Bit.Ly/UkraineLinks>

All the best,



Michael Thomas - Principal
mike@solarninjas.energy / 780 920 9120

[Http://www.SolarNinjas.Energy](http://www.SolarNinjas.Energy)





REQUEST FOR DECISION

Meeting: September 26, 2022
Agenda Item: 8

CHINOOK ARCH REGIONAL LIBRARY SYSTEM LIBRARY BOARD 2023-2026 BUDGET AND MEMBER LEVY

DESCRIPTION:

Chinook Arch Library Board is asking the Town of Claresholm to pass a resolution to approve their 2023-2026 Municipal Levy Schedule.

BACKGROUND:

The Town of Claresholm received the attached letter and Plan of Service 2023-2026 from the Chinook Arch Regional Library System.

COSTS/ SOURCE OF FUNDING:

The fee the Town of Claresholm pays to the Chinook Arch Regional Library System is currently \$7.76 per capita for a total of \$29,744.08 per year (based on population of 3,833). In their proposed budget, they are requesting a 2.19% increase in 2023, 2.02% increase in 2024, 1.61% increase in 2025 and 1.22% increase in 2026. This will result in extra costs to the Town of Claresholm:

1. 2023 - \$30,396 – increase of \$652.
2. 2024 - \$31,009 – further increase of \$613.
3. 2025 - \$31,507 – further increase of \$498.
4. 2026 - \$31,891 – further increase of \$384.

PROPOSED RESOLUTION:

Moved by Councillor _____ to approve the Chinook Arch Library Board 2023-2026 Municipal Levy Schedule.

ATTACHMENTS:

- Email from Carolyn Schinkel, Office Administrator, Chinook Arch Regional Library System
- Chinook Arch Library Board 2023-2026 Budget and Member Levy
- Chinook Arch Regional Library System Plan of Service 2023-2026

Applicable Legislation: Chinook Arch System Agreement.

PREPARED BY: Karine Keys, CLGM

APPROVED BY: Abe Tinney, MA, CAO

DATE: September 22, 2022

From: Carolyn Schinkel <cschinkel@chinookarch.ca>

Sent: September 16, 2022 10:48 AM

To: Chelsae Petrovic <Chelsae.petrovic@claresholm.ca>; Abe Tinney <Abe@claresholm.ca>

Subject: Municipal Council Action Request: Chinook Arch Regional Library System Proposed Levy Schedule

Importance: High

Dear Mayors/Reeves and CAOs of Chinook Arch Regional Library System Member Municipalities:

Please find attached a memo outlining Chinook Arch's proposed levy schedule for the years 2023 – 2026. The proposed levy schedule was approved by the Chinook Arch Library Board at its August 2022 meeting, and will only take effect if it is approved by two thirds of member municipalities representing two thirds of the total service population.

Like many organizations, Chinook Arch has seen cost increases relating to fuel, utilities, and supplies and equipment. Nevertheless, the proposed levy schedule is still \$0.09 per capita lower than the 2019-2022 levy schedule approved by member councils in 2018.

On behalf of the Chinook Arch Library Board, I respectfully request that your council consider the proposed levy schedule as soon as is practicable, and pass a motion stating whether or not it is acceptable to you. Please advise us of your decision at your earliest convenience.

Chinook Arch CEO Robin Hepher is available to answer any questions that your council may have about the proposed levy schedule. To arrange for him to speak to your council, please contact Chinook Arch at 403-380-1500 or email arch@chinookarch.ca.

Sincerely yours,

Carolyn Schinkel

Office Administrator

Office: 403-380-1520 | Fax: 403-380-3550



CHINOOK
ARCH REGIONAL
LIBRARY SYSTEM



www.chinookarch.ca

Memo

September 12, 2022

To: Town of Claresholm Mayor and Municipal Council

From: Vic Mensch, Chair of the Chinook Arch Library Board

Re: Chinook Arch Library Board 2023-2026 Budget and Member Levy

Chinook Arch Regional Library System provides a cost-efficient way for municipalities in southwestern Alberta to collaborate with neighbouring communities to ensure that all area residents can experience the life-changing power of public libraries. As a member-driven regional service organization made up of 41 member municipalities, Chinook Arch's mission is to support thriving libraries and thriving communities. We are excited about our 2023-2026 Plan of Service (see attached) and what it means for libraries and library users in your area!

Chinook Arch is primarily funded through a per capita member levy that is set by the Chinook Arch Library Board. Any proposed increase to the member levy must be approved by 2/3 of member councils representing 2/3 of the total member population (27 councils representing 138,075 residents).

The proposed 2023-2026 Levy Schedule includes modest increases in each of the four years. The Board believes that this proposed schedule will allow Chinook Arch to continue to support its member libraries while addressing rising costs associated with inflation and high energy prices. Thanks to the 5% levy reduction Chinook Arch instituted in 2021, the proposed 2023-2026 levies are lower than 2019-2022 levies that were approved by councils in 2018.

The following chart shows the 2023-2026 Municipal Levy Schedule, with proposed increases listed in dollars and percentages:

Year	Proposed Municipal Levy	Annual Increase (\$)	Annual Increase (%)	Library Board Fee	Total Proposed Levy	Total Levy Annual Increase
Current	\$ 7.76				\$ 11.33	
2023	\$ 7.93	\$ 0.17	2.19%	\$ 3.57	\$ 11.50	1.50%
2024	\$ 8.09	\$ 0.16	2.02%	\$ 3.57	\$ 11.66	1.39%
2025	\$ 8.22	\$ 0.13	1.61%	\$ 3.57	\$ 11.79	1.11%
2026	\$ 8.32	\$ 0.10	1.22%	\$ 3.57	\$ 11.89	0.85%

We respectfully request that your council pass a resolution on the proposed 2023-2026 Municipal Levy Schedule. Kindly forward a copy of the council resolution to Chinook Arch.

Proposed resolution:

“The (Name of Municipality) approves the Chinook Arch Library Board 2023-2026 Municipal Levy Schedule.”

Chinook Arch CEO Robin Hepher would be pleased to attend a council meeting to answer questions about the plan of service, budget, and member levy. To arrange a presentation, please phone 403-380-1500 or email arch@chinookarch.ca

(encl.)



CHINOOK
ARCH REGIONAL
LIBRARY SYSTEM

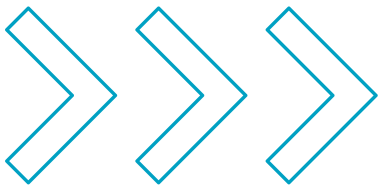
PLAN OF SERVICE

2023 - 2026

PLAN OF SERVICE THEMES

- 1 Getting Butts Back in the Library**
- 2 Programming/Programming Support**
- 3 Community Outreach**
- 4 Technology Support**
- 5 Language Learning/Serving Immigrant Communities**





Getting Butts Back in the Library



Identified Need

In the wake of the COVID-19 pandemic, attendance at libraries is still recovering. Other challenges persist, including a lack of awareness about the services and programs available at the library.



Key Activities

- Explore the use of targeted marketing (email, social media) to encourage library use by members of the public
- Develop system-wide contests, games, etc. designed to draw people into the library
- Develop customized/curated information packets aimed at specific groups of users (eg. home schoolers) highlighting ways in which the library can make their lives easier
- Explore the creation of a “library of experts” that can deliver in-library programming
- Explore ways to centrally support in-library programming from a funding standpoint, eg. subsidizing mileage and fees of presenters
- Assist libraries with measuring library visits through the provision of the door counters



Output Measures

- Library use and attendance as measured by door counters
- Attendance at library programs and events
- Number of events held at libraries
- Turnover rates of specific genres in response to customized recommendations

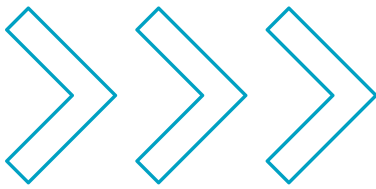


Impact

- The library is a community hub that provides relevant, high-quality programs and services to visitors
- The library is able to offer consistently high quality programming that meets the needs of its community
- Identified target groups are more likely to access library resources
- Patron reporting that their engagement with library collections, services, and programs is positively impacted by targeted communication



2



Programming/ Programming Support



Identified Need

Libraries would like to offer more programming, but face many challenges, including: limited resources, marketing and promotion, and more.



Key Activities

- Develop a collection of programming kits that are unique, relevant, fun, and easy for library staff to use
- Explore communication strategies that highlight the library as a potential partner for other organizations that are delivering services in the area
- Develop strategies for sharing/replicating successful programs across the region
- Explore hiring staff to coordinate and/or deliver programming at member libraries



Output Measures

- Number of programming kits created and used by member libraries
- Number of partnerships developed for program delivery
- Number of programs shared across the region
- Number of person hours invested in programming and programming support

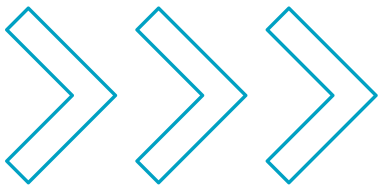


Impact

- Member libraries are a destination for engaging and educational programming for a wide range of demographics
- Libraries are seen as a preferred partner for other organizations in the community
- Attendance at library programs increases



3



Community Outreach



Identified Need

Many members of the community still aren't aware of all that the library has to offer, and some may never enter the library building. How can libraries get out into the community to meet people where they're at?



Key Activities

- Explore the development of "Pop-Up" library kits to allow libraries to offer services off-site
- Develop display units and outreach kits to assist libraries in promoting their services at fairs, markets, meetings, etc.
- Attend inter-agency meetings, etc. to gain awareness of what's happening in communities and to identify potential partners
- Explore directly supporting member libraries in offering community outreach



Output Measures

- Use of the "Pop-Up" library kits
- Number of books signed out/memberships created at Pop-Up library events
- Use of the tabletop displays
- Attendance at inter-agency meetings

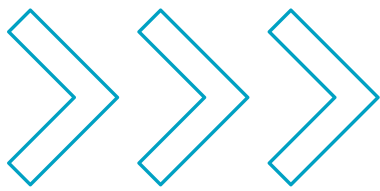


Impact

- Community members are more aware of the library
- Library services are extended to people who otherwise might not have access



4



Technology Support

Identified Need

Keeping up with technological change is difficult when funds and resources are limited. Libraries face challenges in maintaining/replacing computers and other IT equipment, and in keeping up with trends in consumer electronics.

Key Activities

- Explore ways to assist libraries with technology replacement
- Explore system-wide implementation of a point of sale system
- Explore system-wide implementation of a “print from mobile device” system
- Explore print management software for in-library use
- Explore strategies for developing digital literacy for seniors and recent immigrants
- Expand Wi-Fi hot spot lending program

Output Measures

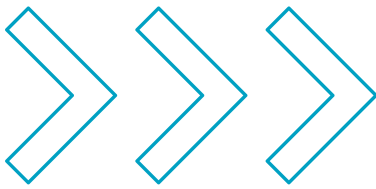
- Number of computers/devices updated annually
- Use of point of sale system
- Use of mobile printing system/print management software
- Number of digital literacy training sessions attended
- Number of Wi-Fi hot spots available/loaned

Impact

- The library offers reliable, fast access to printing and other technologies
- Library technology is current, sustainable, and secure
- Residents feel confident navigating their devices and software
- Residents enjoy more equitable access to the internet and enhanced participation in the digital economy



5



Language Learning/ Serving Immigrant Communities



Identified Need

Communities are seeing an increase in the number and variety of immigrant populations. Libraries have many services to offer members of immigrant groups, but face challenges in getting the word out and in providing services that are helpful and appropriate.



Key Activities

- Improve online access to resources for English language learners
- Explore the development of shared collections aimed developing literacy
- Explore the development of shared collections for language learning
- Develop lists of resources for recent immigrants
- Provide opportunities for professional development for library staff in the area of serving recent immigrants
- Develop partnerships with community organizations that are working with immigrant populations
- Identify funding sources from governmental and NGO agencies working in the immigrant settlement sector



Output Measures

- Circulation of literacy and language learning collections
- Usage of online language learning resources
- Attendance at professional development sessions
- Partnerships developed



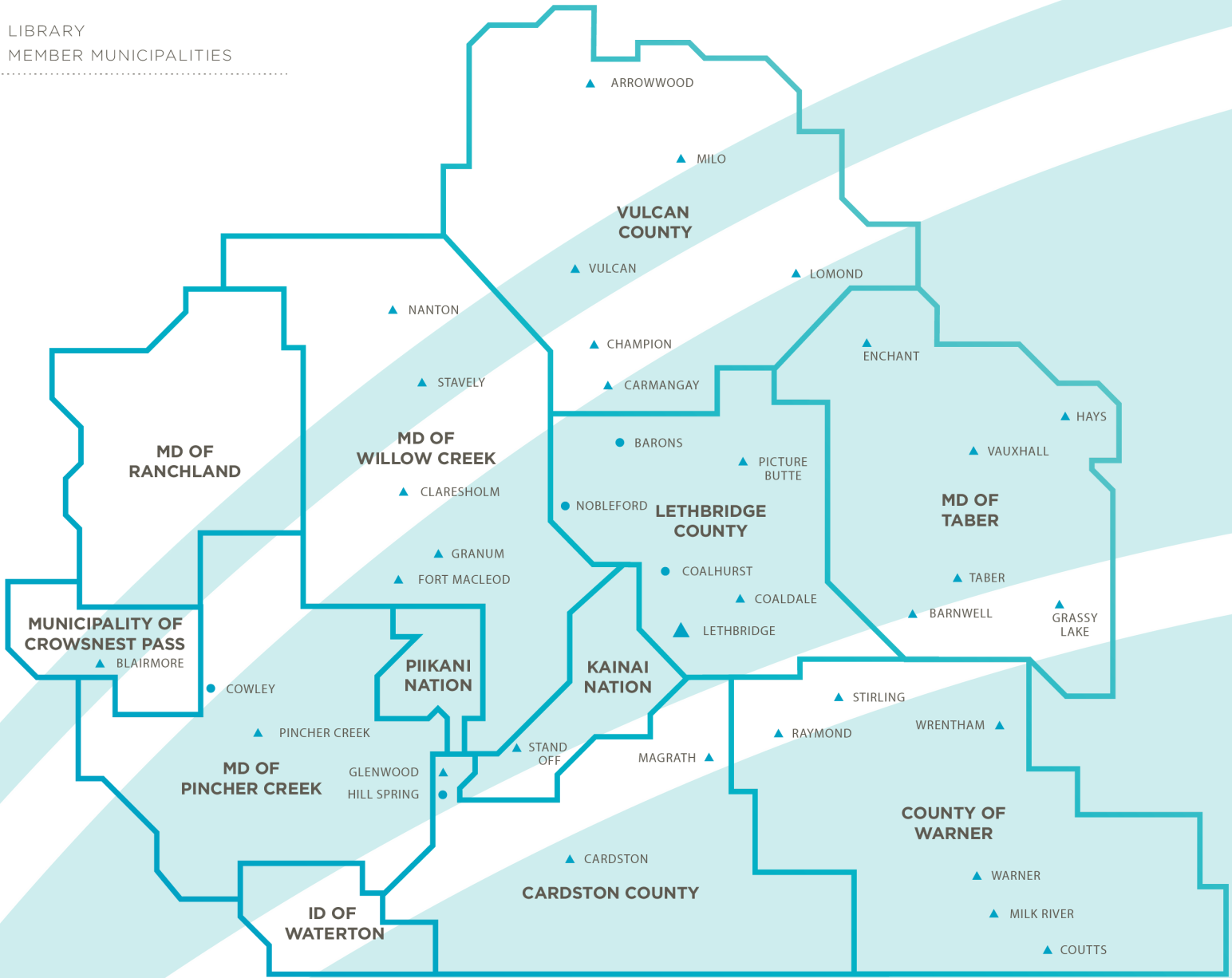
Impact

- The library is a partner with other community organizations supporting recent immigrants
- Recent immigrants use library resources to improve their lives
- Partner organizations and immigrants see the library as a key access point for resources and support



THRIVING LIBRARIES. THRIVING COMMUNITIES.

- ▲ LIBRARY
- MEMBER MUNICIPALITIES



Contact Us

2902 7 Avenue North
Lethbridge, AB T1H 5C6

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arch@chinookarch.ca

www.chinookarch.ca



CHINOOK
ARCH REGIONAL
LIBRARY SYSTEM



Claresholm

REQUEST FOR DECISION

Meeting: September 26, 2022
Agenda Item: 9

Fortis (Electricity) Franchise Agreement

BACKGROUND

As per the attached from FortisAlberta, the Town of Claresholm passed Bylaw 1583 on April 8, 2013 to enter into a franchise agreement with FortisAlberta, which had been approved by the Alberta Utilities Commission. This franchise agreement, in short, gives FortisAlberta exclusive rights to provide electric distribution services within the Town of Claresholm, and charges a franchise fee to FortisAlberta (which is passed on to the customer) for this right.

This initial agreement was a 10 year term from July 1, 2013 to June 30, 2023, with two 5 year term renewal options. FortisAlberta has indicated to us their desire/intention to renew for the next 5 year term, and the Town needs to confirm in return if they want to renew.

As it is only a renewal or extension of the existing contract, no new bylaw is required.

DISCUSSION

FortisAlberta is Alberta based and serves 240 communities across the province. As the electric distribution service provider, they not only maintain all the equipment and infrastructure to deliver electricity to our homes and businesses, but they also maintain all our street lights throughout Town – 579 lights as of Dec 2020. Service interruptions have been minimal, and restoration of service when interruptions occur have been prompt – whether power interruptions, or street light interruption/failures.

Administration has no concerns with FortisAlberta's service and would recommend renewing the agreement for an additional term.

Proposed Resolution

Moved by Councillor _____ to renew the franchise agreement with FortisAlberta for an additional five (5) year term.

ATTACHMENTS:

- 1) Town of Claresholm – Franchise Renewal
- 2) Bylaw 1583

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

APPROVED BY: Abe Tinney – CAO

DATE: September 21, 2022

June 14, 2022

Town of Claresholm
111 55 Ave W
Claresholm, Alberta T0L 0T0

Attention: Abe Tinney, Chief Administrative Officer

Subject: Renewal of Electric Distribution System Franchise Agreement, dated [October 1, 2013], between FortisAlberta Inc. ("**FortisAlberta**") and the Town of Claresholm (the "**Municipality**") (the "**Agreement**")

In this letter, except where the contrary is shown, capitalized words and phrases shall have the meaning ascribed to them in the Agreement.

Please be advised that the Initial Term of the Agreement is scheduled to expire on September 30, 2023 and FortisAlberta, pursuant to Article 3 of the Agreement, hereby provides the Municipality with written notice of its intention to renew the Agreement.

The renewal of the Agreement is part of FortisAlberta's on-going commitment to doing business with the Municipality by continuing to provide exclusive safe and reliable power distribution services to your community. Our partnership is one we significantly value, and we remain committed to offering many benefits, including but not limited to the implementation and development of utility infrastructure, detailed reporting, limiting liability, and ensuring the Municipality's satisfaction with all FortisAlberta completed ground reclamation work.

FortisAlberta appreciates our partnership and providing power distribution services to your community is a privilege. FortisAlberta looks forward to continuing to build a strong working relationship.

In accordance with Article 3 of the Agreement and as written evidence of the Municipality's agreement to renew the Agreement on the same terms and conditions and enter the First Subsequent Term, the Municipality has executed this letter below.

Acknowledged and agreed to:

Signature: _____
Name: _____
Title: _____
Date: _____


Town of Claresholm

June 14, 2022

Page | 2

If you have any questions or concerns about any of the foregoing and would like to schedule a meeting to further discuss or would like to request a franchise presentation to Council and Administration, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Sunny Parmar', with a large, stylized initial 'S'.

Sunny Parmar
Stakeholder Relations Manager

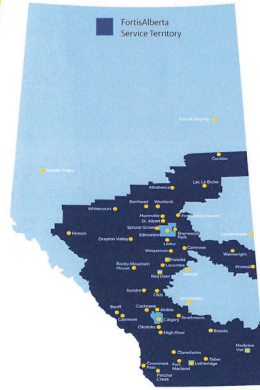
Electric Distribution System Franchise Agreement Renewal

June 14, 2022

Town of Claresholm



Sunny Parmar
Stakeholder Relations Manager



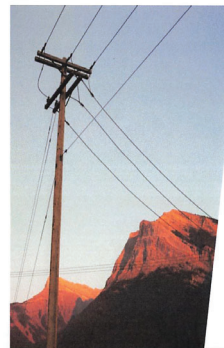
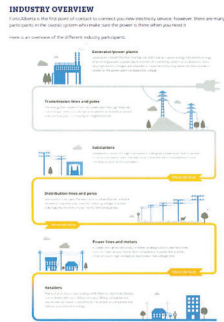
FortisAlberta

- Provides safe and reliable electricity to more than 574,000 residential, commercial and industrial customer sites across central and southern Alberta
- Owns and operates approximately 128,000 kilometres of power line
- Operates in 240 communities – 163 franchise agreements
- Employs more than 1,100 Albertans that live and work in the communities that we serve



FortisAlberta

- Distribution utility that delivers electricity to your community
- Regulated by the Alberta Utilities Commission (AUC)
- Rates and Terms & Conditions are approved by the AUC



HISTORY

- Prior to 2001, municipalities and utilities would negotiate "one-off" agreements. This was time consuming for all parties.
- In 2012, Alberta Municipalities, ATCO and FortisAlberta received AUC approval to use a standardized franchise agreement template.
- In 2015, the AUC introduced a streamlined approval process for franchise agreements.



WHAT IS A FRANCHISE AGREEMENT?

An agreement between the Town of Claresholm and FortisAlberta granting exclusive rights to:

- Provide essential electric distribution service
- Operate and maintain the electric distribution system
- Use of municipal rights-of-way



CURRENT FRANCHISE AGREEMENT

The Town of Claresholm and FortisAlberta entered into the current Franchise Agreement through bylaw No. 1583

- The current franchise agreement, was effective on July 1, 2013, for a 10-year initial term
- Expiration of initial term July 1, 2023
- Renewal would be effective until July 1, 2028
- Municipality approval and response by December 31, 2022





BENEFITS OF A FRANCHISE AGREEMENT

- Long term partnership
- Provides another source of revenue
- Service level commitment to maintain streetlights
- Cost of relocations may be collected through a rider
- Joint use of facilities
- Reduces liability for municipality
- Schedule B – for additional services



FRANCHISE FEE

- Allows Municipalities to receive an **additional revenue source** from **all electrical users within your community**
- Applied to Distribution and Transmission **only**
- The percentage is determined annually by **Council** and can be set between 0% to a cap of 20%
- **Percentage changes require AUC approval**
- FortisAlberta flows 100% back to the municipality
- 135/163 Municipalities collect Franchise Fees within our service area

MUNICIPAL LINEAR TAXES

- FortisAlberta pays linear taxes
 - Municipal Assessment Rider is a linear tax (property tax) determined in part by the local taxation authority
 - Linear Tax is based on FortisAlberta assets within your community
- FortisAlberta flows 100% back to the municipality



FEES AND TAXES PAID

Rate Code by Franchise Fee	2019	2020	2021
Franchise Fee %	4.00%	4.00%	4.00%
11 - Residential Service	\$46,300	\$46,300	\$49,710
12 - FTS FRAME BREAKER (CLOSED)	\$181	\$177	\$188
20 - Irrigation Service	\$368	\$300	\$410
11 - Street Lights	\$5,998	\$6,912	\$7,109
13 - Street Lights	\$460	\$460	\$491
10 - Yard Lighting Service	\$219	\$207	\$190
41 - Small General Service	\$24,235	\$24,186	\$25,006
A1D - Small Gen. Service Flat Rate Only	\$361	\$367	\$388
01 - General Service	\$27,460	\$28,066	\$29,690
03 - Large General Service			\$1,937
Grand Total	\$105,590	\$107,636	\$117,948

Rate Code by Linear Tax	2019	2020	2021
Jan	1.71%	1.22%	0.86%
Jul	1.22%	0.86%	0.97%
11 - Residential Service	\$17,700	\$18,021	\$11,171
11 - Street Lights	\$2,234	\$1,845	\$1,610
13 - Street Lights	\$173	\$123	\$112
41 - Small General Service	\$9,172	\$6,479	\$5,835
A1D - Small Gen. Service Flat Rate Only	\$136	\$98	\$88
01 - General Service	\$10,394	\$7,540	\$6,718
03 - Large General Service			\$82
Grand Total	\$49,913	\$28,006	\$26,537

Total Paid to the Town of Claresholm	2019	2020	2021
	\$ 185,503	\$ 136,542	\$ 184,461



MUNICIPAL COMPARISON

- Franchise fee and linear tax information is public and can be found on FortisAlberta website for all municipalities in our service area

	Claresholm	Pincher Creek	Carleton	Crossfield	Penhold	Raymond
*Population	3,752	3,373	3,384	3,557	3,867	4,009
2022 Franchise Fee %	5.00%	13.00%	0.00%	0.00%	19.00%	16.00%
2022 Linear Tax %	0.97%	1.03%	0.03%	0.63%	1.25%	1.35%

*2021 Population Data collected from Alberta Government Website Municipal (Census Subdivision) Population



NEXT STEPS

- Prior to December 31, 2022
 - Provide signed letter of intent to FortisAlberta
- Prior to June 30, 2023
 - FortisAlberta files acceptance to the AUC
- July 1, 2023
 - 5 year renewal is implemented

Town of Claresholm – Franchise Renewal

Franchise Details

- In Decision 2013-096, dated March 18, 2013, the Alberta Utilities Commission approved the franchise agreement between the Town of Claresholm and FortisAlberta.
- The approved franchise agreement was effective July 1, 2013, with a term of 20 years:

Initial Term	10 years	July 1, 2013 to June 30, 2023
First Subsequent Term	5 years	July 1, 2023 to June 30, 2028
Second Subsequent Term	5 years	July 1, 2028 to June 30, 2033

- Town of Claresholm gave third reading and passed Bylaw No. 1583, on April 8, 2013, to enter into the franchise agreement.

Renewal and Next Steps

Clause 3, from the franchise agreement regarding expiry and renewal states:

3) EXPIRY AND RENEWAL OF AGREEMENT

Following the expiration of the Initial Term, this Agreement shall be renewed for a further period of five (5) years (the "First Subsequent Term"), provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Initial Term of its intention to renew this Agreement and the Municipality agrees in writing to the renewal not less than six (6) months prior to the expiration of the Initial Term.

This requires:

- FortisAlberta to give written notice to the Town of Claresholm prior to June 30, 2022, of its intention to renew the franchise agreement.
- Town of Claresholm to agree in writing to the renewal prior to December 31, 2022.

FortisAlberta will be providing written notice of its intention to renew the franchise agreement in the coming months prior to June 30, 2022.

Given that the franchise agreement and its associated terms was previously approved by Council and the Alberta Utilities Commission, administration may consider these or other options in agreeing to the renewal, depending on its circumstances:

- CAO may agree in writing after advising Council
- CAO may agree in writing after receiving support from Council

FortisAlberta has a franchise renewal presentation to support administration and provide information to Council regarding the Franchise Agreement and the associated renewal.



**TOWN OF CLARESHOLM
PROVINCE OF ALBERTA
BYLAW #1583**

A Bylaw of the Town of Claresholm (the "Municipality") to authorize the Mayor and the Chief Administrative Office to enter into an agreement granting FortisAlberta Inc. (the "Company") the right to provide distribution access services within the Municipality.

WHEREAS pursuant to the provisions of the *Municipal Government Act* RSA 2000 Chapter M-26 and amendments thereto (the "Act"), the Municipality desires to grant and the Company desires to obtain, an exclusive franchise to provide distribution access services within the Municipality for a period of ten (10) years subject to the right of renewal as set forth in the said agreement and in the said Act;

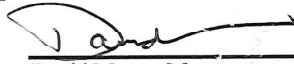
WHEREAS the Council of the Municipality and the Company have agreed to enter into an Electric Distribution System Franchise Agreement (the "Agreement") in the form annexed hereto;

WHEREAS it is deemed that the Agreement would be to the general benefit of the consumers within the Municipality.

NOW THEREFORE the Council of the Municipality enacts as follows:

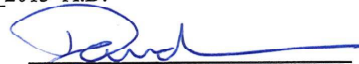
1. That the Electric Distribution System Franchise Agreement, a copy of which is annexed hereto as Schedule "A", be and the same is hereby ratified, confirmed and approved, and the Mayor and Chief Administrative Officer are hereby authorized to enter into the Electric Distribution System Franchise Agreement for and on behalf of the Municipality, and the Chief Administrative Officer is hereby authorized to affix thereto the corporate seal of the Municipality.
2. That the Electric Distribution System Franchise Agreement annexed hereto as Schedule "A" is hereby incorporated in, and made part of, this Bylaw.
3. That the Council consents to the exercise by the Company within the Municipality of any of the powers given to the Company by the *Water, Gas and Electric Companies Act*, RSA 2000 Chapter W-4, as amended.
4. That this Bylaw shall come into force upon the Electric Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third reading and finally passed.

Read a first time in Council this 14th day of January 2013 A.D.


David Moore, Mayor


Kris Holbeck, CAO

Read a first time in Council this 8 day of April 2013 A.D.


David Moore, Mayor


Kris Holbeck, CAO

Read a third time in Council and finally passed this 8 day of April 2013 A.D.


David Moore, Mayor


Kris Holbeck, CAO

This is Schedule "A" referred to in the attached Bylaw No. 1583 of
the Town of Claresholm

ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN

TOWN OF CLARESHOLM

- AND -

FORTISALBERTA INC.

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ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

THIS AGREEMENT made effective the 1st day of July, 2013.

BETWEEN:

TOWN OF CLARESHOLM,
a Municipal Corporation located in the Province of Alberta
(the "**Municipality**")

OF THE FIRST PART

- and -

FortisAlberta Inc.,
a body corporate and public utility with its
head office in the Calgary, in the Province of Alberta
(the "**Company**")

OF THE SECOND PART

WHEREAS:

The Municipality desires to grant and the Company desires to obtain an exclusive franchise to provide Electric Distribution Service within the Municipal Service Area on the terms and conditions herein contained;

NOW THEREFORE:

In consideration of the mutual covenants and promises herein contained, the Parties hereby agree as follows:

1) DEFINITIONS AND INTERPRETATION

Unless otherwise expressly provided in this Agreement, the words, phrases and expressions in this Agreement shall have the meanings attributed to them as follows:

- a) **"Commission"** means the Alberta Utilities Commission, as established under the Alberta Utilities Commission Act (Alberta);
- b) **"Company"** means the Party of the second part to this Agreement and includes its successors and assigns;
- c) **"Construct"** means constructing, reconstructing, upgrading, extending, relocating or removing any part of the existing Distribution System or proposed Distribution System;
- d) **"Consumer"** means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Electric Distribution Service by the Company pursuant to the Company's Distribution Tariff;
- e) **"Core Services"** means all those services set forth in Schedule "A";
- f) **"Detailed Street Light Patrol"** means a detailed street light patrol of Company-owned street lights conducted by the Company on a schedule reasonably determined by the Company from time to time, currently a seven to nine year cycle as at the date of this Agreement;
- g) **"Distribution System"** means any facilities owned by the Company which are used to provide Electric Distribution Service within the Municipal Service Area, and, without limiting the generality of the foregoing, shall include street lighting, where applicable, and poles, fixtures, luminaires, guys, hardware, insulators, wires, conductors, cables, ducts, meters, transformers, fences, vaults and connection pedestals, excluding any transmission facilities as defined in the EUA;
- h) **"Distribution Tariff"** means the Distribution Tariff prepared by the Company and approved by the Commission on an interim or final basis, as the case may be;
- i) **"Electric Distribution Service"** means electric distribution service as defined in the EUA;
- j) **"Electronic Format"** means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- k) **"EUA"** means the *Electric Utilities Act* (Alberta);

- l) **"Extra Services"** means those services set forth in Schedule "B" that are requested by the Municipality for itself or on behalf of a Consumer and provided by the Company in accordance with Article 7;
- m) **"First Subsequent Term"** means the Term of this Agreement as set out in Article 3;
- n) **"HEEA"** means the *Hydro and Electric Energy Act* (Alberta);
- o) **"Initial Term"** means the Term of this Agreement as set out in Article 2;
- p) **"Maintain"** means to maintain, keep in good repair or overhaul any part of the Distribution System;
- q) **"Major Work"** means any work to Construct or Maintain the Distribution System that costs more than One Hundred Thousand (\$100,000.00) Dollars;
- r) **"MGA"** means the *Municipal Government Act* (Alberta);
- s) **"Municipal Property"** means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- t) **"Municipal Service Area"** means the geographical area within the legal boundaries of the Municipality as altered from time to time;
- u) **"Municipality"** means the Party of the first part to this Agreement;
- v) **"Operate"** means to operate, interrupt or restore any part of the Distribution System in a safe and reliable manner;
- w) **"Party"** means any party to this Agreement and **"Parties"** means all of the parties to this Agreement;
- x) **"Plans and Specifications"** means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuing any approval that may be required under this Agreement;
- y) **"Second Subsequent Term"** means the Term of this Agreement as set out in Article 3;
- z) **"Term"** means, as the context requires, the Initial Term, First Subsequent Term or the Second Subsequent Term, and **"Terms"** means all of them;
- aa) **"Terms and Conditions"** means the terms and conditions contained within the Distribution Tariff in effect from time to time for the Company as approved by the Commission; and
- bb) **"Work"** means any work to Construct or Maintain the Distribution System.

The words "hereof", "herein", "hereunder" and other words of similar import refer to this Agreement as a whole, including any attachments hereto, as the same may from time to time be amended or supplemented and not to any subdivision contained in this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders. References to provisions of statutes, rules or regulations shall be deemed to include references to such provisions as amended, modified or re-enacted from time to time. The word "including" when used herein is not intended to be exclusive and in all cases means "including without limitation". References herein to a section, paragraph, clause, Article or provision shall refer to the appropriate Article in this Agreement. The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a part of and shall not be utilized in interpreting this Agreement.

2) TERM

This Agreement shall be for an initial term (the "Initial Term") of ten (10) years, commencing on the later of:

- a) 1ST day of July, 2013 or
- b) the first day after both of the following have occurred:
 - i) Commission approval of this Agreement; and
 - ii) the Municipality having passed third reading of the applicable adopting bylaw 1583

3) EXPIRY AND RENEWAL OF AGREEMENT

Following the expiration of the Initial Term, this Agreement shall be renewed for a further period of five (5) years (the "First Subsequent Term"), provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Initial Term of its intention to renew this Agreement and the Municipality agrees in writing to the renewal not less than six (6) months prior to the expiration of the Initial Term.

- a) During the first (1st) year following the expiration of the Initial Term all the rights and obligations of the parties under this Agreement shall continue to be in effect. Following the expiration of the First Subsequent Term, the Parties agree that this Agreement may be extended for an additional five (5) year term (the "Second Subsequent Term") commencing at the end of the First Subsequent Term, provided that one of the Parties shall provide notice to the other Party of its wish to extend this Agreement for the Second Subsequent Term and the other Party confirms, no later than one (1) year prior to the end of the First Subsequent Term, that it also wishes to extend the Term of this Agreement for the Second Subsequent Term.

- b) If the Municipality has not provided notice to the Company to exercise its right under Article 10 to require the Company to sell the Distribution System within the Municipal Service Area to the Municipality, either Party may submit any items in dispute pertaining to the entering into of a new agreement to binding arbitration before the Commission who shall determine the terms of the new agreement;
- c) Unless either Party has provided notice to the other Party of its intent to terminate or to extend this Agreement, following any expiration of any Term, the respective rights and obligations of the Parties under this Agreement shall continue to be in effect for a period of one (1) year following the expiration of the applicable Term in order to provide the Parties with a reasonable opportunity to negotiate a subsequent agreement;
- d) Commencing one (1) year following the expiration or termination of any Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph b), this Agreement shall continue to be in effect but shall be amended to provide for the following:
 - i) the franchise fee percentage used to calculate the franchise fee payable by the Company under Article 5 shall be reduced to fifty percent (50%) of the average annual franchise fee percentage used to calculate the franchise fee paid by the Company to the Municipality for the previous five (5) calendar years; and
 - ii) the costs of any relocation requested by the Municipality pursuant to Article 15 shall be paid by the Municipality.

4) GRANT OF FRANCHISE

- a) Subject to subparagraph b) below, and to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area:
 - i) to provide Electric Distribution Service;
 - ii) to Construct, Operate, and Maintain the electric distribution system, as defined in the EUA, within the Municipal Service Area; and
 - iii) to use designated portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality necessary to provide Electric Distribution Service or to Construct, Operate and Maintain the Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof.

This grant shall not preclude the Municipality from providing wire services to municipally owned facilities where standalone generation is provided on site or immediately adjacent sites excepting road allowances. Such services are to be

provided by the Municipality directly and not by any other third party wire services provider.

Subject to Article 12 of this Agreement, in the event that a third party (including a Rural Electrification Association (REA)) owns, operates or controls any electrical distribution facilities or lighting within the Municipal Service Area at any time during the Term of this Agreement, the Municipality agrees that it will support the Company's efforts, as is reasonable, to purchase such electrical distribution facilities or, to the extent that it has the authority to do so, the Municipality shall otherwise require such third party to sell such facilities to the Company. Where the Municipality supports the Company's efforts to purchase such electrical distribution facilities or, to the extent that it has the authority to do so, otherwise requires a third party to sell its facilities to the Company, the Company shall be responsible for all reasonable fees, costs and disbursements of external legal counsel incurred by the Municipality in expending such good faith efforts.

b) The Company agrees to:

- i) bear the full responsibility of an owner of an electric distribution system within the Municipal Service Area and to ensure all services provided pursuant to this Agreement are provided in accordance with the Distribution Tariff, insofar as applicable;
- ii) Construct, Operate and Maintain the Distribution System within the Municipal Service Area;
- iii) use designated portions of roads, rights-of-way, and other lands including other lands owned, controlled or managed by the Municipality necessary to Construct, Operate and Maintain the Distribution System, including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof; and
- iv) use the Municipality's roads, rights-of-way and other Municipal Property granted hereunder solely for the purpose of providing Electric Distribution Service and any other service contemplated by this Agreement.

5) **FRANCHISE FEE**

a) **Calculation of Franchise Fee**

In consideration of the provisions of Article 4 and the mutual covenants herein, the Company agrees to pay to the Municipality a franchise fee. For each calendar year, the franchise fee will be calculated as a percentage of the Company's actual revenue in that year from the Distribution Tariff rates charged for Electric Distribution Service within the Municipal Service Area, excluding any amounts refunded or collected pursuant to riders.

For the first (1st) calendar year of the Term of this Agreement, the franchise fee percentage shall be 2 percent (2%).

By no later than September first (1st) of each year, the Company shall:

- i) advise the Municipality in writing of the revenues that were derived from the Distribution Tariff within the Municipal Service Area for the prior calendar year (excluding any amounts refunded or collected pursuant to riders); and
- ii) with the Municipality's assistance, provide in writing an estimate of revenues to be derived from the Distribution Tariff (excluding any amounts refunded or collected pursuant to riders) within the Municipal Service Area for the next calendar year.

b) Adjustment to Franchise Fee

At the option of the Municipality, the franchise fee percentage may be changed annually by providing written notice to the Company.

If the Municipality wishes to amend the franchise fee percentage so that the amended franchise fee percentage is effective January first (1st) of the following calendar year, then the Municipality shall, no later than November first (1st) of the immediately preceding year, advise the Company in writing of the franchise fee percentage to be charged for the following calendar year.

If the Municipality provides such notice after November first (1st) of the immediately preceding year for a January first (1st) implementation, or at any other time with respect to a franchise fee change that will be implemented after January first (1st) of the following year, the Company will implement the new franchise fee percentage as soon as reasonably possible.

c) Franchise Fee Cap

The municipal franchise fee cap is 20 percent (20%) and shall not at any time exceed twenty percent (20%), unless there has been prior Commission approval and provided that the Municipality has complied with Article 5d) below.

d) Adjustment to Franchise Fee Cap

At the option of the Municipality, the franchise fee cap may be changed annually by providing written notice to the Company, subject to Commission approval. If the Municipality wishes to amend the franchise fee cap so that the amended franchise fee cap is effective January first (1st) of the following calendar year, then the Municipality shall, no later than November first (1st) of the immediately preceding year, advise the Company in writing of the franchise fee cap to be in effect for the following calendar year.

If the Municipality provides such notice after November first (1st) of the immediately preceding year for a January first (1st) implementation, or at any other time with respect to a franchise fee cap change that will be implemented for January first (1st) of the following year, the Company will recognize the new franchise fee cap as soon as reasonably possible, subject to Commission approval.

e) Payment of Franchise Fee

The Company shall pay the franchise fee amount, billed to each Consumer, to the Municipality on a monthly basis, within forty-five (45) days after billing each retailer.

f) Reporting Considerations

Upon request, the Company shall provide to the Municipality along with payment of the franchise fee amount, the financial information used by the Company to verify the franchise fee amount as calculated under this Article.

6) CORE SERVICES

The Company agrees to provide those Core Services to the Municipality as set forth in Schedule "A" and further agrees to the process contained in Schedule "A". The Company and the Municipality may amend Schedule "A" from time to time upon mutual agreement.

7) PROVISION OF EXTRA SERVICES

Subject to an agreement being reached on cost and other terms, the Company agrees to provide to the Municipality those Extra Services, if any, as set forth in Schedule "B", as requested by the Municipality from time to time.

The Company is entitled to receive from the Municipality a reasonable amount for the provision of those Extra Services in accordance with Schedule "B". The Company and the Municipality may amend Schedule "B" from time to time upon mutual agreement.

8) MUNICIPAL TAXES

Amounts payable to the Municipality pursuant to the terms and conditions hereof shall be in addition to the municipal taxes and other levies or charges made by the Municipality against the Company, its land and buildings, linear property, machinery and equipment, and the Distribution System.

9) RIGHT TO TERMINATE ON DEFAULT

In the event either Party breaches any material provision of this Agreement, the other Party may, at its option, provide written notice to the Party in breach to remedy such breach.

If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the Party in breach using best efforts on a commercially reasonable basis to remedy the breach, the Party not in breach may give six (6) months notice in writing to the other Party of its intent to terminate this Agreement, and unless such breach is remedied to the satisfaction of the Party not in breach, acting reasonably, this Agreement shall terminate six (6) months from the date such written notice is given, subject to prior Commission approval.

10) SALE OF DISTRIBUTION SYSTEM

Upon the expiration of the Term of this Agreement, or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction, the Municipality may, subject to the approval of the Commission under Section 47 of the MGA, exercise its right to require the Company to sell to it the Distribution System within the Municipal Service Area pursuant to the provisions of the MGA or HEEA, as applicable. If the Parties are unable to agree on price or terms and conditions of the purchase, the unresolved matters shall be referred to the Commission for determination.

The Parties acknowledge that the Distribution System may be comprised of component parts that are not transferable by the Company to the Municipality including technologies that have been licensed by third Parties to the Company, and therefore the Company may not be able to transfer such component parts to the Municipality on any such sale. However, the Company shall acting reasonably assist the Municipality in obtaining the necessary approval or consent to such transfer.

11) STREET LIGHTING

a) Investment Option Rate

The Company agrees to provide and maintain an investment option rate for street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for investment option street lighting. This Commission approved rate includes an allowance for the replacement of street lighting.

The Company will provide Company standard and non-standard street lighting under the investment option rate for street lighting. The Company will maintain an inventory of its standard street lighting as listed in its street lighting catalogue. The Company will use reasonable commercial efforts, based on prudent electrical utility practices, to carry stock of such inventory for a reasonable period of time.

i) In the event that:

- A.** the Company, in its sole discretion, reasonably exercised, decides to change its classifications of what constitutes standard street lighting in its inventory and such change has relevance to the classes of street lights

used by the Municipality, then the Company shall provide one (1) year's prior written notice to the Municipality of its intention to effect such a change and will use its commercially reasonable good faith efforts to determine appropriate alternative sources of such equipment, and arrangements for the associated maintenance, for the Municipality; and

B. a change in the classifications of what constitutes standard street lighting in the Company's inventory arises as a result of the actions of any third party and such change has relevance to the classes of street lights used by the Municipality, then forthwith upon becoming aware that such a change is forthcoming, the Company shall provide notice to the Municipality of the forthcoming change and will use its commercially reasonable good faith efforts to determine reasonable alternatives for such equipment, and arrangements for the associated maintenance, for the Municipality.

ii) If:

- A. the Municipality requests street lighting that is not part of the standard offering of the Company at the time;
- B. the Municipality requests street lighting that was previously part of the standard street lighting inventory but, at the time of the applicable request, has ceased to be part of the standard street lighting offering of the Company; or
- C. the Municipality converts nonstandard street lighting that is not part of the standard offering of the Company at the time to investment option rate street lighting under Article 11c) below;

then the Municipality will be required to enter into a non-standard lighting agreement with the Company, which form of agreement is referenced on the Company's website or in the Company's street lighting catalogue. For such non-standard lighting, the Company will not be responsible for paying a credit under Article 1b) of Schedule "C" to the Municipality to the extent that a delay in replacing the burnt out light is outside of the reasonable control of the Company, including any delay resulting from the failure by the Municipality to carry replacement parts for non-standard lighting.

The Company shall not be required to install any non-standard street lighting that does not meet the Company's minimum specifications for street lighting, and such street lighting must be metered and owned, installed and operated by the Municipality.

The time periods and deadlines contained in Schedule "C" shall be extended for investment-rate, non-standard street lighting for the period of time, if any, the

Company is waiting for receipt of non-standard equipment, supplies and materials from the Municipality.

b) No-Investment Option Rate

The Company and Municipality agree that all new street lighting provided, and any Municipality-requested relocation of any no-investment option rate street lighting, after the date of this Agreement will be provided or relocated, as the case may be, on the basis of the investment option rate. For no-investment option rate street lighting, the Company agrees to maintain street lighting within the Municipal Service Area to the level of service and standards specified in the appropriate rate for no-investment option rate street lighting. This Commission-approved rate does not include an allowance for the replacement of no-investment option rate street lighting.

c) Conversion of No-Investment Rate to Investment Option Rate

The Municipality has the option to convert all street lighting on the Company no-investment option street light rate to the Company investment option rate upon providing sixty (60) days written notice to the Company. Where such option is exercised, the Municipality has the right to obtain the Company investment for such street lighting up to the maximum Commission-approved Company investment levels for such street lighting. For the purpose of clarity, any calculation of "Commission-approved Company investment level" for street lighting in this Agreement shall be determined at the time of conversion of the applicable street lighting. The investment for street lighting shall be calculated according to the following formula:

$$A \times (1 - N/30)$$

Where:

A = the maximum allowable Commission-approved Company investment level per street light; and

N = the age of the street light in years.

The Company will invest in all, but, unless otherwise decided by the Company in its sole discretion, not less than all, no-investment option street lighting within the Municipal Service Area that is converted to the investment option rate.

The Company, in consultation with the Municipality, may use the average age of street lights and the average contributions made by the Municipality in calculating refunds.

d) Street Light Rates

The distribution rates charged by the Company to the Municipality for street lighting shall include only those costs and expenses that pertain to street lighting facilities all at rates approved by the Commission. Other terms and conditions for non-standard street lighting are outlined in the non-standard street lighting agreement between the Company and the Municipality.

e) Municipality Owned Street Lighting

Notwithstanding any other provision of this Article, it is understood and agreed that the Municipality shall have the right to own street lighting and to pay the applicable rate, recognizing the Municipality's ownership.

In such cases where the Municipality owns its street lighting, the Municipality agrees that:

- i) it will bear sole and full responsibility for any liability resulting therefrom and for properly operating, servicing, maintaining, insuring and replacing such street lighting in accordance with good and safe electrical operating practices;
- ii) such street lighting is not to form part of the Distribution System and shall be capable of being isolated from the Distribution System; and
- iii) such street lighting will be separately metered, provided that this provision will not necessarily require individual street lights to be separately metered.

f) Street Light Inventory

The Company and the Municipality agree to meet annually to discuss and exchange information relating to street light facilities owned by each Party. The Company shall have the right, but not the obligation, to mark street lighting facilities owned by the Municipality. The form and place of marking used by the Company to mark street light facilities owned by the Municipality shall first be approved in writing by the Municipality, who shall act reasonably in granting or denying such approval.

Within twelve (12) months of any request by the Municipality, the Company shall provide to the Municipality an inventory of all street lighting facilities within the Municipal Service Area detailing those that:

- i) form part of the Distribution System owned by the Company, and upon request, indicate whether they are jointly used by the Company and a third party, or otherwise; and
- ii) are a dedicated street light facility, and upon request, indicate whether they are jointly used by the Company and a third party, or otherwise.

The inventory shall indicate which street lights are at the investment option rate or the no-investment option rate. Any changes to inventory will be updated on an annual basis. The Company will also conduct a Detailed Street Light Patrol and will update the inventory of street lighting facilities within the Municipality after completion of the patrol.

g) Detailed Street Light Patrol

Detailed Street Light Patrols shall include an inspection of each Company-owned street light as well as audit services to verify the quantity, wattage, rate, and ownership of such street lights. Any changes identified during the inspection or audit, in comparison to the then most recently completed previous audit, will be noted and the street light records will be updated after completion of the patrol. It should be noted that a Municipality with multiple street light circuits may not all be audited within the same calendar year, however, all street light circuits will be inspected and audited within the street light patrol cycle. Metered street lights owned by the Municipality will not be part of the Detailed Street Light Patrol and the Municipality is responsible for inspecting its own street lights. Upon request, the Company shall provide to the Municipality a list of the standard street light offerings of the Company at the time of the request.

As of the date of this Agreement, Detailed Street Light Patrols will be conducted by the Company on a seven to nine year cycle. In the event that the Company wishes to change the scheduling of this cycle, no such change in schedule will be effective without:

- i) the Company having provided the Municipality with prior notice of its intention to effect any such change; and
- ii) the Municipality having a reasonable amount of time to challenge such change before the Commission, if the Municipality wishes to do so.

12) INCREASE IN MUNICIPAL BOUNDARIES

Where the Municipal Service Area is increased through annexation or otherwise by:

- a) 640 acres or more; or
- b) less than 640 acres, but where such annexation or other increase constitutes at least 25% of the then current area;

the Municipality shall have the right to:

- i) purchase the portion of the Distribution System within the increased area provided that the Municipality gives notice in writing to the Company of its intention to purchase within ninety (90) days of the effective date of the increase in area. If the Parties are unable to agree on price or terms and

conditions of the purchase, the unresolved matters shall be referred to the Commission for determination;

- ii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area, except that, and subject to Commission approval, the Municipality may require the Company to charge the Consumers within the increased area a different franchise fee percentage; or
- iii) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area.

For all other increases to the Municipal Service Area through annexation or otherwise, the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area. In the event that the Municipality increases its area and the result is that a third party (including an REA) owns, operates or controls any existing electrical distribution facilities or lighting within the newly increased area, the Municipality agrees that it will support the Company's efforts to purchase the electrical distribution facilities or, to the extent that it has the authority to do so, otherwise require such third party to sell such facilities to the Company, unless the Municipality otherwise exercises its rights under this Article, however, nothing in this Article will require the Municipality to take any action which will directly prevent the annexation from being approved.

Where the Municipality increases its area through annexation or otherwise, the Company shall be responsible for all reasonable external legal costs, fees and disbursements incurred by a Municipality in its efforts to have any electrical distribution facilities sold to the Company by any third party owner.

13) RIGHT OF FIRST REFUSAL TO PURCHASE

- a) If during the Term of this Agreement, the Company receives a bona fide arm's length offer to operate, take control of or purchase the Distribution System which the Company is willing to accept, then the Company shall promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality shall during the next ninety (90) days, have the right of first refusal to operate, take control of or purchase the Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.
- b) This right of first refusal only applies where the offer pertains to the Distribution System and the right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the

Company, the aforesaid right of first refusal shall be of no force and effect and shall not apply.

14) CONSTRUCTION AND MAINTENANCE OF DISTRIBUTION SYSTEM

a) Municipal Approval

Before undertaking any Major Work or in any case in which the Municipality specifically requests any Major Work, the Company will submit to and obtain the approval from the Municipality, or its authorized officers, of the Plans and Specifications for the proposed Major Work and its location. Approval by the Municipality shall not signify approval of the structural design or the ability of the Work to perform the function for which it was intended. The Company agrees that the Municipality may use such Plans and Specifications for any other proper municipal purpose provided that it shall not use such Plans and Specifications for any purpose or in any manner that may reasonably have an adverse effect on the Company without first obtaining the prior written consent of the Company, such consent not to be unreasonably withheld.

In the event that the Municipality uses such Plans and Specifications for any purposes whatsoever other than for the granting of an approval under this Article, the Municipality acknowledges and agrees that the Company shall not be liable for any liability, actions, demands, claims, damages, losses and expenses (including all legal fees, costs and disbursements) whatsoever as a result of the Municipality's use of or reliance upon such Plans and Specifications.

For greater clarity, the Municipality acknowledges that the Company does not represent, warrant or guarantee the accuracy of the Plans and Specifications provided to the Municipality under this Article for any purpose other than enabling the Municipality to conduct its approval process in accordance with this Article. Prior to commencing any Work, the Company shall obtain such other permits as are required by the Municipality.

The Company shall obtain approval from the Municipality for any traffic lane or sidewalk closures required to be made at least forty-eight (48) hours prior to the commencement of the proposed Work.

For the purposes of obtaining the approval of the Municipality for Major Work under this Agreement, the Company will provide the Municipality with the Plans and Specifications for the proposed Major Work in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from Municipalities, and will illustrate the proposed changes to the Distribution System. Notwithstanding anything to the contrary that may be contained in any approvals granted under this Agreement, as liability and indemnification are dealt with under the EUA (and the regulations promulgated thereunder) and in Article 19 of this

Agreement, the Company and the Municipality agree that any approval granted under this Agreement that incorporates an indemnity provision different than the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement, shall, to the extent necessary to eliminate such difference, be deemed to be rejected and shall form no part of the agreement between the Company and the Municipality regarding the subject matter of this Agreement unless such approval:

- i) explicitly amends the liability and indemnification provisions of this Agreement, wherein this Agreement is specifically referenced as being superseded; and
- ii) is accepted in writing by both Parties. In addition, for the purpose of clarity, any approval granted under this Agreement shall be subject to the indemnification provisions set out in the EUA (and the regulations promulgated thereunder) and in Article 19 of this Agreement.

b) Restoration of Municipal Property

The Company agrees that when it or any agent employed by it undertakes any Work on any Municipal Property, the Company shall complete the said Work promptly and in a good and workmanlike manner and, where applicable, in accordance with the approved Plans and Specifications. Further, the Company shall forthwith restore the Municipal Property to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear and to the satisfaction of the Municipality acting reasonably. The Company shall, where reasonable and prudent, locate its poles, wires, conduits and cables down, through and along lanes in preference to streets.

The Company further covenants that it will not unduly interfere with the works of others or the works of the Municipality. Where reasonable and in the best interests of both the Municipality and the Consumer, the Company will cooperate with the Municipality and coordinate the installation of the Distribution System along the designated rights-of-way pursuant to the direction of the Municipality. During the performance of the Work, the Company shall use commercially reasonable efforts to not interfere with existing Municipal Property. If the Company causes damage to any existing Municipal Property during the performance of any Work, it shall cause such damage to be repaired at its own cost to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear.

Upon default by the Company or its agent to repair damage caused to Municipal Property as set out above, the Municipality may provide written notice to the Company to remedy the default. If the default is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required and requested by the Company using best efforts on a commercially reasonable basis to remedy the default, the Municipality may undertake such repair work and the Company shall be liable for the reasonable costs thereof.

c) Urgent Repairs and Notification to Municipality

If any repairs or maintenance required to be made to the Distribution System are of an urgent nature because of safety concerns or because reliability is materially compromised or potentially materially compromised, the Company shall be entitled to conduct such repairs or maintenance as are commercially reasonable, without prior notice to the Municipality, on the understanding and agreement that the Company will provide written or verbal notice to the Municipality as soon as practicable, and in any event no later than seventy-two (72) hours after the repairs are commenced.

For the purposes of providing notice under this Agreement to the Municipality of the Work, the Company will provide the Municipality with the Plans and Specifications for the proposed Work to be completed in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials). The Plans and Specifications will include a description of the project and drawings of a type and format generally used by the Company for obtaining approvals from Municipalities, and will illustrate the proposed changes to the Distribution System.

d) Company to Obtain Approvals from Other Utilities

The Company shall be solely responsible for locating, or causing to be located, all existing utilities or utility lines on or adjacent to the work site. The Company shall notify all other utility asset operators and ensure that utilities and utility lines are staked prior to commencement of construction. Unless the Municipality has staked such utility assets and lines, staking shall not be deemed to be a representation or warranty by the Municipality that the utility assets or lines are located as staked. The Municipality shall not be responsible for any damage caused by the Company to any utility assets or any third party as a result of the Company's Work, unless the Municipality has improperly staked the utility assets or lines. Approval must be obtained by the Company from the owner of any third party utility prior to relocation of any facility owned by such third party utility.

e) Revised Plans and Specifications

Following completion of the Major Work, the Company shall provide the Municipality with the revised Plans and Specifications, updated after construction, in Electronic Format (or upon request, the Company will provide the Municipality with a hard copy of the materials) within three (3) months of the request. The Company shall provide the Municipality with copies of any other revised Plans and Specifications as reasonably requested by the Municipality. For the purposes of this paragraph, the Company may satisfy its obligations to provide revised Plans and Specifications in Electronic Format by:

- i) advising the Municipality that the revised Plans and Specifications are posted to a web-based forum that contains such information; and

- ii) allowing the Municipality access to such web-based forum.

f) Approvals

Where any approvals are required to be obtained from either Party under this Article, such approvals shall not be unreasonably withheld. Where an approval is requested from a Party under this Article, an approval, or a disapproval along with a reasonable explanation of the disapproval, or, at a minimum, the reasons for the delay shall be communicated to the other Party within ten (10) business days of receipt of the request for an approval.

15) RESPONSIBILITIES FOR COST OF RELOCATIONS

- a) Subject to Article 15b), upon receipt of one (1) year's notice from the Municipality, the Company shall, at its own expense, relocate to, on, above or below Municipal Property such part of the Distribution System that is located on Municipal Property as may be required by the Municipality due to planned Municipal construction.
- b) The cost of any relocations referred to in Article 15a) shall be recovered on a specific municipal based rider or any other method approved by the Commission, or if such a rider or other method is not approved by the Commission, the Municipality shall be responsible for such costs. In order to encourage the orderly development of Municipal facilities and the Distribution System, the Municipality and the Company agree that they will meet regularly to:
 - i) review the long-term facility plans of the Municipality and the Company;
 - ii) determine the time requirements for final design specifications for each relocation; and
 - iii) determine the increased notice period that may be required beyond one (1) year for major relocations.

In cases of emergency, the Company shall take measures that are commercially reasonable and necessary for the public safety with respect to relocating any part of the Distribution System that may be required in the circumstances.

If the Company fails to complete the relocation of the Distribution System in accordance with the preceding paragraph, or fails to repair or do anything else required by the Company pursuant to this clause in a timely and expeditious manner to the satisfaction of the Municipality, acting reasonably, the Municipality, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to, but is not obligated to, seek an order of specific performance to require the Company to complete the work.

In the event the relocation, or any part thereof, requires the approval of the Municipality or a third party, the Municipality will assist the Company in obtaining municipal approvals and the Municipality will use reasonable efforts to assist the Company in any negotiation with such third party to obtain the necessary approval(s).

In the event the relocation results from the demand or order of an authority having jurisdiction, other than the Municipality, the Municipality shall not be responsible for any of the costs of such relocation.

16) DISTRIBUTION SYSTEM EXPANSION AND UPGRADE

At no cost to the Municipality, with the exception of customer contributions, the Company shall, at its sole cost and expense, on a timely basis and pursuant to its Terms and Conditions, use its best efforts on a commercially reasonable basis to meet the Distribution System expansion requests of the Municipality or a Consumer, and provide the requisite facilities for connections for new Consumers to the Distribution System.

For the purposes of this Agreement, and subject to Schedules "B" and "C", it is understood and agreed that the Municipality cannot insist on relocating or upgrading any overhead lines to an underground service, if there is a less expensive or more practical solution. If there is not a less expensive or more practical solution, the Municipality and the Company will meet to negotiate suitable arrangements.

17) JOINT USE OF DISTRIBUTION SYSTEM

a) Municipal Use

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the Distribution System by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the Distribution System of the Company for any reasonable municipal purpose (that is not commercial in nature or that could reasonably adversely affect the Company's exclusive franchise, as granted by the Municipality under this Agreement), at no charge by the Company to the Municipality, provided at all times that such use complies with the intended use.

The Municipality is responsible for its own costs, for the costs of removing any signage or repairing any of the facilities of the Company, and any necessary and reasonable costs incurred by the Company, including the costs of any alterations that may be required in using the poles and conduits of the Company.

The Municipality may, upon notice to the Company and upon confirmation from the Company that the intended use of the rights of way by the Municipality complies with good and safe electrical operating practices, applicable legislation, and does not unreasonably interfere with the Company's use thereof, make use of the rights of

way of the Municipality, at no charge by the Company to the Municipality, provided at all times that such use of the rights of way complies with the intended use.

The Company agrees to act reasonably and in a timely manner in making its determination above. Where a request is made by a Municipality to the Company under this Article 17a), the confirmation, the inability to provide a confirmation along with a reasonable explanation of the reasons why a confirmation cannot be provided, or the reasons for the delay shall, at a minimum, be communicated to the Municipality within five (5) business days of receipt of the request.

b) Third Party Use and Notice

The Company agrees that should any third party, including other utilities, desire to jointly use the Company's poles, conduits or trenches or related parts of the Distribution System, the Company shall not grant the third party joint use except in accordance with this Article, unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees that the following procedure shall be used in granting permission to third parties desiring joint use of the Distribution System:

- i) first, the third party shall be directed to approach the Company to initially request conditional approval from the Company to use that part of the Distribution System it seeks to use;
- ii) second, upon receiving written conditional approval from the Company, the third party shall be directed to approach the Municipality to obtain its written approval to jointly use that part of the Distribution System on any Municipal Property or right-of-way; and
- iii) third, upon receiving written conditional approval from the Municipality, the third party shall be directed to obtain final written approval from the Company to jointly use that part of the Distribution System.

Providing the Company has not precluded the Municipality's ability to obtain compensation or has entered restrictive agreements with any third parties using any Municipal Property, the Municipality agrees that the procedure outlined above shall apply only to agreements made after January 1, 2011.

c) Cooperation

The Company and the Municipality agree they will use reasonable efforts to cooperate with each other in any negotiations with third parties desiring joint use of any part of the Distribution System located on Municipal Property.

d) Payment

The compensation paid or to be paid by such third party to the Municipality for the use of the Municipal Property including its rights-of-way, shall be determined between the Municipality and the third party.

The compensation paid or to be paid by such third party to the Company for the joint use of its poles, conduits or related parts of the Distribution System shall be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the Municipality's right to intervene in any related regulatory proceeding.

e) Provision of Agreements

Upon request by the Municipality, the Company shall provide to the Municipality a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Distribution System. The Company shall be entitled to redact:

- i) any confidential or proprietary information of the Company or the third party; and
- ii) such information that it reasonably determines to be of a commercially or competitively sensitive nature, from any such copy provided.

An inventory listing of these agreements shall be updated by the Company and provided to the Municipality upon request and at no cost to the Municipality. The Municipality agrees that the requirement to provide the Municipality with a copy of all agreements between the Company and any third parties involved in the joint use of any part of the Distribution System outlined above shall apply only to agreements made after January 1, 2001.

The Company acknowledges that it does not have the authority to allow nor to grant to any third party the right to use any right-of-way that the Municipality authorized the Company to-use.

f) Compensation for Costs

Subject to Article 17c), in the event that either Party to this Agreement is required by law to appear before any applicable regulatory authority, including the Canadian Radio-television and Telecommunications Commission ("CRTC"), the Commission, or a court of law, as a direct result of the actions of the other Party (the "Denying Party") relating to the denial of use to a third party of any part of the Distribution System, then the Denying Party shall pay all reasonable and necessary legal costs incurred by the other Party that are directly related to any such regulatory or judicial proceeding.

18) MUNICIPALITY AS RETAILER

The provisions of this Agreement shall not in any way restrict the right of the Municipality to become a retailer within the meaning of the EUA.

19) RECIPROCAL INDEMNIFICATION AND LIABILITY

- a) It is intended that this provision create reciprocal rights and obligations between the Company and the Municipality.
- b) The Company, as an owner of the Distribution System, is provided liability protections under the EUA, and nothing in this Agreement is intended to abrogate, alter or diminish the liability protections granted to the Company under the EUA. The Company further acknowledges and agrees that the liability protection provisions, if any, under the EUA shall apply, with the necessary changes, to the Municipality with reciprocal rights thereunder.
- c) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:
 - i) any breach by the Company of any of the provisions of this Agreement; or
 - ii) the negligence or wilful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.
- d) The Municipality shall indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:
 - i) any breach by the Municipality of any of the provisions of this Agreement; or
 - ii) the negligence or wilful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, that has a direct adverse effect on the Electric Distribution Service of the Company.
- e) In accordance with the liability protections under the EUA, notwithstanding anything to the contrary herein contained, in no event shall the Municipality or the Company be liable under this Agreement, in any way, for any reason, for any loss or damage other than direct loss or damage, howsoever caused or contributed to. For the

purpose of this Article, "direct loss or damage" does not include loss of profits, loss of revenue, loss of production, loss of earnings, loss of contract or any other indirect, special or consequential loss or damage whatsoever, arising out of or in any way connected with this Agreement or the actions or omissions of the Company or the Municipality.

20) ASSIGNMENT

In the event that the Company agrees to sell the Distribution System to a third party purchaser, the Company will request that the third party purchaser confirm in writing that it will agree to all the terms and conditions of this Agreement between the Company and the Municipality. The Company agrees that it will provide to the Municipality a copy of the third party purchaser's confirmation letter.

The Company agrees to provide the Municipality with reasonable prior written notice of a sale of the Distribution System to a third party purchaser. The Parties shall thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of this Agreement.

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of this Agreement to the third party purchaser. The Municipality agrees that it may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of this Agreement. In this case, such notice to the Company must specify in detail the Municipality's concern. Should the Municipality not reply within the thirty (30) day period, it is agreed that the Municipality will be deemed to have consented to the assignment. The Company further agrees that, when it applies to the Commission for approval of the sale, it will include in the application any notice received from the Municipality, including the reasons given by the Municipality for withholding its consent. The Municipality shall have the right to make its own submissions to the Commission.

Subject to the Company having fulfilled the obligations outlined in the preceding three paragraphs, the Company shall be entitled to assign this Agreement to an arm's length third party purchaser of the Distribution System without the consent of the Municipality, subject to having obtained the Commission's approval for the sale of the Distribution System and, the third party purchaser's confirmation in writing that it agrees to all the terms and conditions of this Agreement.

Where the Commission approves such sale of the Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of the Company under this Agreement, then upon the assignment of this Agreement, the Company shall be released from all its liabilities and obligations hereunder.

The Company shall be entitled to assign this Agreement to a subsidiary or affiliate of the Company without the Municipality's consent. Where the Company assigns this Agreement to a subsidiary or affiliate, the Company will remain jointly and severally liable.

Further, it is a condition of any assignment that the subsidiary, affiliate or third party purchaser, as the case may be, shall provide written notice to the Municipality indicating that it will assume all liabilities and obligations of the Company under this Agreement. Any disputes arising under the operation of this Article shall be submitted to the Commission for determination.

21) NOTICES

All notices, demands, requests, consents, or approvals required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if personally served or sent by registered mail or sent by fax to the Municipality or to the Company, as the case may be, at the addresses set forth below:

a) To the Company:

FortisAlberta Inc.
Address: 1600 10th Street SE
Facsimile: (403) 652-4519
Attention: Merlin MacNaughton, Supervisor, Stakeholder Relations Manager

With a copy to:

FortisAlberta Inc.
Address: 320 -17st South West, Calgary, Alberta, T2S 2V1
Facsimile: 403-514-4001
Attention: Legal Department

b) To the Municipality:

Municipality: Town of Claresholm
Address: 221 45th Avenue West Claresholm, AB T0L 0T0
Facsimile: (403) 625-3869
Attention: Ms. Kris Holbeck, Chief Administrative Officer

c) The date of receipt of any such notice as given above shall be deemed to be as follows:

- i) in the case of personal service, the date of service;
- ii) in the case of registered mail, the seventh (7th) business day following the date of delivery to the Post Office, provided, however, that in the event of an interruption of normal mail service, receipt shall be deemed to be the seventh (7th) day following the date on which normal service is restored; or

iii) in the case of a fax, the date the fax was actually received by the recipient.

22) DISPUTE SETTLEMENT

- a) If any dispute or controversy of any kind or nature arises relating to this Agreement or the Parties' rights or obligations hereunder, the Parties agree that such dispute or controversy will be resolved by negotiation, and where such negotiation does not result in the settlement of the matter within thirty (30) days of notice of such dispute being provided by one Party to the other Party, and to the extent permitted by law, the Company and Municipality agree that unresolved disputes pertaining to this Agreement, other than those contemplated in Articles 3 and 20 and Section 3 of Schedule "A", or those related to the sale of the Distribution System as contemplated in Article 10 and 12 hereof, or any other matter that is within the exclusive jurisdiction of a governmental authority having jurisdiction, shall be submitted to arbitration for determination and may be commenced by either Party providing written notice to the other Party stating the dispute to be submitted to arbitration.

The Parties shall attempt to appoint a mutually satisfactory arbitrator within ten (10) business days of the said notice. In the event the Parties cannot agree on a single arbitrator within the ten (10) business days, the dispute shall be forwarded to the Commission for resolution or determination.

In the event the Commission declines to assist in resolving the dispute or declines to exercise or claim jurisdiction respecting the dispute, both Parties agree to have the dispute resolved by an arbitration panel in accordance with the following procedure. Each Party shall appoint an arbitrator within the ten (10) business days thereafter by written notice, and the two arbitrators shall together appoint a third arbitrator within twenty-five (25) business days of written notice for arbitration. The dispute shall be heard by the arbitration panel within forty-five (45) business days of the written notice for arbitration unless extended by mutual agreement between the Parties. The arbitration panel shall render a decision within twenty (20) business days of the last day of the hearing.

Save as otherwise expressly provided in this Agreement, the provisions of the Arbitration Act (Alberta) (as amended from time to time) shall apply to any arbitration undertaken under this Agreement subject always to the Commission's jurisdiction over any matter submitted to arbitration. Pending resolution of any dispute, the Municipality and the Company shall continue to perform their respective obligations hereunder.

- b) The Company shall advise the Commission of any dispute submitted to arbitration within ten (10) business days of it being submitted and shall advise the Commission of the results of arbitration within ten (10) business days following receipt of the decision of the arbitrator(s).

23) INTERRUPTIONS OR DISCONTINUANCE OF ELECTRIC SERVICE

Subject to its Distribution Tariff, the Company shall use its best efforts on a commercially reasonable basis to avoid and minimize any interruption, reduction or discontinuance of Electric Distribution Service to any consumer. However, the Company reserves the right to do so for any one of the following reasons:

- a) Where the Company is required to effect necessary repairs or changes to the Distribution System;
- b) On account of or to prevent fraud or abuse of the Distribution System;
- c) On account of defective wiring or other similar condition which in the opinion of the Company, acting reasonably, may become dangerous to life or property;
- d) Where insufficient energy or power is available for distribution by the Company to a consumer; or
- e) Where required by a retailer, due to non-payment of power bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Electric Distribution Service, it shall notify the Municipality as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Electric Distribution Service, the Company shall provide verbal notice to the Municipality as soon as is practicable in the circumstances.

24) APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

This Agreement shall be deemed to operate as consent by the Municipality to the exercise by the Company of those powers which may be exercised by the Company with the consent of the Municipality under and pursuant to the provisions of the *Water, Gas and Electric Companies Act* (Alberta), as amended.

25) FORCE MAJEURE

If either Party shall fail to meet its obligations hereunder within the time prescribed, and such failure is caused or materially contributed by an event of "force majeure", such failure shall be deemed not to be a breach of the obligations of such Party hereunder, but such Party shall use best efforts on a commercially reasonable basis to put itself in a position to carry out its obligations hereunder. The term "force majeure" shall mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen's enemies, acts of terrorism (either foreign or domestic), sabotage, war, blockades, insurrections, riots, epidemics, lightening, earthquakes, storms, fires, wash-outs, nuclear and radiation activity or fall-out, restraints of rulers and people, orders of governmental authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority having jurisdiction (excluding in the case of the Municipality that requires an approval from itself, the particular Municipality), civil

disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such Party, and all of which by the exercise of due diligence of such Party could not have been prevented. Lack of finances shall be deemed not to be an event of "force majeure".

26) TERMS AND CONDITIONS

The Terms and Conditions that apply to the Company and are approved by the Commission, as revised or amended from time to time by the Commission, shall apply to the Municipality.

27) NOT EXCLUSIVE AGAINST HER MAJESTY

Notwithstanding anything to the contrary herein contained, it is mutually understood and agreed that the rights, powers and privileges conferred and granted by this Agreement shall not be deemed to be exclusive against Her Majesty in the right of the Province of Alberta.

28) SEVERABILITY

If for any reason any covenant or agreement contained in this Agreement, or the application thereof to any Party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or agreement will be deemed to be independent of the remainder of this Agreement and to be severable and divisible from this Agreement. The invalidity, unenforceability or illegality will not affect, impair or invalidate the remainder of this Agreement or any part thereof. The intention of the Municipality and the Company is that this Agreement would have been executed without reference to any portion which may, for any reason and extent, be declared or held invalid, unenforceable or illegal.

29) AMENDMENTS

This Agreement may only be amended by written agreement of the Parties, such amendments to be subject to regulatory approvals as required by law.

30) DISSOLUTION

In the event that the Municipality intends or resolves to dissolve:

- a) this Agreement shall be assigned to the successor governing authority to the Municipal Service Area;
- b) subject to an agreement to the contrary between the Company and the successor party, the Municipal Service Area of the Municipality as at the date of dissolution shall thereafter be the Municipal Service Area of the successor party for the purposes of this Agreement; and

- c) the rights and obligations contained herein shall otherwise continue and shall be binding upon the Company and the successor party.

31) WAIVER


A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party. The waiver by a party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance under this Agreement (whether of the same nature or any other nature).

32) CONFIDENTIALITY

The Company acknowledges that the Municipality is governed by the provisions of the *Freedom of Information and Protection of Privacy Act* (Alberta).


IN WITNESS WHEREOF the Parties hereto have executed these presents as of the day and year first above written.


MUNICIPALITY

PER: 
Name: Mr. David Moore
Title: Mayor

PER: 
Name: Ms. Kris Holbeck
Title: Chief Administrative Officer
(Bylaw attached)

FORTISALBERTA INC.

PER: 
Name: Mike Pashak
Title: Vice President of Customer Service

PER: 
Name: Cam Aplin
Title: Vice President, Field Operations

SCHEDULE "A"

Core Services

The Company shall provide to the Municipality the following basic services as Core Services:

- 1) The Electric Distribution Service required to be provided by the Company pursuant to the Company's Distribution Tariff, the EUA, any regulations thereto, and any Commission orders and decisions;
- 2) The Company shall provide to the Municipality, on request, copies of any and all Electric Distribution Service related written information or reports required to be filed with the Commission, with the exception of responses to questions from interveners or the Commission related to rate hearings. A list of service area wide distribution services related measures requested by the Commission could include:
 - a) The results of customer satisfaction surveys relating to the services provided by the Company;
 - b) The indices of system reliability;
 - c) The responses to notification of outages and hazards;
 - d) Call Centre targets and statistics as related to the services provided by the Company;
 - e) Consumer connect service and disconnect service statistics;
 - f) Meter reading frequency and accuracy statistics;
 - g) Consumer complaints related to the services provided by the Company; and
 - h) Employee safety statistics.

Notwithstanding the above, should the Company implement Commission approved Performance Based Regulation ("PBR"), it will provide the Municipality, on request, the results of the Performance Standards as set out in the PBR.

- 3) The Company shall provide to the Municipality, upon request, an annual report on the following standards specific to the Municipality:
 - a) Reliability measures, to the extent that distribution feeders are an appropriate indicator of the overall reliability for the Municipality. In some cases, the distribution feeder information will be an appropriate indicator of the overall reliability in a Municipal Service Area. In other cases, where the distribution feeder serves customers outside of the Municipal Service Area, it may not be appropriate indicator;

- b) The total number of outages, by distribution feeder, for each of the preceding three (3) years;
- c) The average duration of the outages, by distribution feeder, for each of the preceding three (3) years;
- d) Street light performance, as discussed in Schedule "C";
- e) Subject to any applicable privacy legislation, the Code of Conduct Regulation under the EUA, or other rules prohibiting or restricting such disclosure, a spreadsheet listing:
 - i) The total number of sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - ii) The total number of Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - iii) The total kWh of electricity consumed by Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - iv) The total kWh of electricity consumed at Municipality owned sites within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - v) The franchise fee revenue collected from Consumers within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years;
 - vi) The franchise fee revenue collected from the Municipality from sites the Municipality owns within the Municipal Service Area, by Company rate class, per month, for each of the last three (3) years; and
 - vii) Such other information as may be agreed upon by the Parties from time to time, and
- f) A copy of the Annual Service Quality Report as provided by the Company to the Commission as per Rule 2 which provides overall company Service Reliability Measures and Customer Satisfaction Measures.

Where privacy legislation, the Code of Conduct Regulation under the EUA, or other rules under the EUA prohibiting such disclosure prevent the Company from providing the information above, the Company shall make reasonable attempts to aggregate the information by aggregating rate classes in order to comply with the applicable rules, but shall not be obligated to provide such aggregated information if

the Company does not believe such aggregation will allow the Company to comply with the applicable rules.

In the event that the service levels indicated in the Annual Service Quality Report referred to in Section 3f) of this Schedule A show deterioration to the extent that the Municipality or Municipal Service Area is materially adversely impacted, the Municipality shall contact its appropriate Company representative in an effort to remedy any identified deficiencies. If such discussions are not successful in addressing the Municipality's concerns, the Municipality shall then contact senior management of the Company to determine appropriate solutions.

SCHEDULE "B"

Extra Services

- 1) Where the Municipality requests Extra Services, the Company will provide its applicable operations and maintenance standards for Distribution System field services.
- 2) If the Company and the Municipality agree that the Company will provide Extra Services requested by the Municipality, the Parties shall complete the information required in subparagraph 3), and subparagraph 4) shall apply in respect of such Extra Services.
- 3) In consideration for the provision of the Extra Services, the Municipality shall pay to the Company the sum of _____ (\$_____.00) which may be deducted from the franchise fee.
- 4) Annually, the Company shall provide a written report to the Municipality, outlining the actual performance of the Extra Services provided and the related costs for each service for the Municipality to assess if the performance standards have been met.
- 5) Nothing in this Agreement precludes the Company from subcontracting with the Municipality to provide all or any part of the Extra Services to the Municipality.

SCHEDULE "C"

Street Lighting

- 1) As set out in Article 11c) of this Agreement, once all street lighting within the Municipal Service Area has been converted to the applicable Company investment option rate, the Company agrees to provide the following services for street lighting within the Municipal Service Area as part of its Core Services:
 - a) **Lights-out Patrols:** On a monthly basis, during the time period of September 15th to May 15th, the Company will conduct a "lights-out" street light patrol to identify lights that are not working. Formal street light patrols will not be conducted during the summer months; however, normal reporting and replacement procedures will be maintained.
 - b) **Lights-out:** The Company will replace or repair a failed light identified in its patrol or reported by customers, within two (2) weeks. If the reported light is not replaced or repaired within two (2) weeks, the Company will provide a two (2) month credit to the Municipality based on the rate in the Distribution Tariff for the failed lights. Such two (2) month credit shall continue to apply for each subsequent two (2) week period during which the same failed light(s) have not been replaced. The Company agrees to use good faith commercially reasonable efforts to replace or repair:
 - i) failed street lights at critical locations; or
 - ii) failed street lighting circuits at any location, as the case may be, as soon as possible. The location of the critical street lights will be agreed to by both Parties.
 - c) **Underground Breaks:** As a minimum, the Company will provide a temporary overhead repair within two (2) weeks of an identified or reported outage. Underground breaks identified during the summer months of April 15th to September 15th will be repaired (underground) by October 31st of the current summer construction period. A permanent repair will be made by October 31st of the next year if the outage is identified between the winter months of September 15th to April 15th.
 - d) **Street light Painting:** The Company will provide a regular street light "painting" patrol as part of its Street light inspection program. The Municipality may request that it participates in select street light inspection patrols and may review the results of the street light inspection program. Street lights that are identified as requiring immediate work through the Street light inspection program will be re-painted by October 31st of the next maintenance season.

- e) **Street light Pole Test Program:** Street lights will be tested at least every nine (9) years as part of the Company's Pole Test Program. This program will identify poles that need to be replaced and those that should be treated. This replacement and treatment work will be completed by October 31st of the next summer maintenance season.
 - f) **Street light Patrols:** The Company will include regular street light inspection patrols as part of its inspection of equipment and lines, as specified in the Alberta Electrical Utility Code.
- 2) On an annual basis, the Company will provide the Municipality with:
- i) the number of "lights-out" identified from the street light patrols;
 - ii) the number of temporary overhead repairs of street lights at year-end; and
 - iii) the number of permanent underground repairs of street lights made during the year.



REQUEST FOR DECISION

Meeting: September 26, 2022
Agenda Item: 10

FEDERATION OF CANADIAN MUNICIPALITIES GRANT

DESCRIPTION:

The Federation of Canadian Municipalities (FCM) has a grant program which provides funding for projects related to Asset Management. To support small municipalities in embracing asset management the Rural Municipalities of Alberta (RMA), in collaboration with Alberta Urban Municipalities Association (AUMA) and Infrastructure Asset Management Alberta (IAMA), are offering asset management training cohorts in 2022 and 2023, utilizing this grant funding.

<https://rmaalberta.com/advocacy/asset-management-training/>

The Town successfully participated in the first round of this funding (introductory to asset management) and were able to present to Council for adoption, the asset management policy and strategy for the Town. This second round would be the Intermediate Asset Management Cohort which focuses on the next steps, such as Level of Service. This is something the Town has within our Munisight system, but has not completed any training or work on this portion. The cost of participating is free, other than travel costs (last time this was during covid and everything was completed virtually, we are unsure at this time of the schedule or location, however we do know it is regional, so anticipated to be travel & food expenses for the three members of the asset management team).

Participation in the cohort will include three in-person workshops, as well as more frequent conference calls. The Town of Claresholm can apply and they will group the Town within a cohort of neighboring participating communities. As part of the application there is required proof of commitment, in the form of a Council resolution (their suggested resolution noted below). The deadline to apply is September 30, 2022.

PROPOSED RESOLUTION:

Moved by Councillor _____ to direct staff to apply for the asset management cohort program opportunity from the RMA, AUMA, and IAMA, and the Town of Claresholm commits staff and other personnel to participating in the asset management cohort program to advance our asset management program, and commit financial support from its budget toward the costs of this initiative for staff travel and accommodation.

PREPARED BY: Tara VanDellen, Planner/Development Officer

APPROVED BY: Abe Tinney, CAO

DATE: September 20, 2022



Asset Management Capacity-Building Cohort - Participant Commitment Form

Instructions

To participate in the asset management cohort program, applicants are required to have a resolution drafted and adopted by council. Please include proof that the resolution was adopted by uploading *one* of the following to the online application form:

- a formal copy of the resolution (on letterhead with a seal or signature and date);
- a signed and dated copy of the minutes at which the motion was adopted (including the text of the resolution); or
- a signed and dated copy of the text of the resolution, with confirmation from the applicant that the text is identical to that adopted by council.

Council Resolution Requirements

If you choose to draft your own resolution, it must include the following points:

- Acknowledgement that staff is submitting the application;
- Commitment to undertake the activities proposed in the application to RMA, AUMA, and IAMA, should the application be approved;
- Declaration of your municipality's financial commitment to support staff in participating in the activities (e.g. travel and accommodation to workshops and meetings); and
- Signature or official seal, resolution number, date passed, and confirmation that the resolution passed.

Sample Council Resolution Text

Be it resolved that <Council > directs staff to apply for the asset management cohort program opportunity from the RMA, AUMA, and IAMA.

Be it therefore resolved that the <Municipality> commits staff and other personnel to participating in the asset management cohort program to advance our asset management program.

Be it further resolved that the <Municipality> commits financial support from its budget toward the costs of this initiative for staff travel and accommodation.



REQUEST FOR DECISION

Meeting: September 26, 2022
Agenda Item: 11

FCSS SUPPORT WORKER FOR SENIORS

DESCRIPTION: FCSS Claresholm has the opportunity to have a Support Worker for Seniors to work at our office for two years and be contracted by the Claresholm/Vulcan Coordinated Community Response to Elder Abuse Coalition.

BACKGROUND: Claresholm FCSS has been part of the Elder Abuse Coalition from its inception in 2016 and has been working along side supporting seniors in need of help. This year the Coalition has been successful in obtaining many grants and they have discovered that there is a surplus of money that needs to be spent. The Coalition has approached FCSS to see if there is interest in the use of an extra staff member to deal with senior issues and prevention of elder abuse. They are aware of the burden on FCSS since the loss of their resource worker and felt this would benefit both FCSS and the Coalition. This position would allow us to utilize a 0.5 FTE for two years.

The Coalition is also preparing to give a 0.2 FTE to Vulcan FCSS as an extension of a worker they already have in place.

The expectations of the support worker would be:

- Assist seniors accessing supports and resources
- Promote an increased community awareness of elder abuse
- Help facilitate elder abuse awareness events and presentations
- Engage in caring and respectful conversations with seniors
- Be alert for risk factors and signs of abuse and neglect during encounters with seniors
- Ensure privacy and confidentiality when discussing issues of abuse and neglect
- Refer elder abuse cases to the case manager (Gabrielle Kirk)
-

The worker would report to the FCSS Director on day to day responsibilities and because it is a grant position, the worker would also report to the Manager and Coalition Board. Hours of work would be flexible based on what is needed that day and would be decided by the worker and Director.

Interviews will be handled by Gabrielle Kirk (Manager), myself, and Cindee Schlossberger (FCSS Chairperson; also sits on the Claresholm Coalition).

DISCUSSION/OPTIONS: If approved, we would like to start the hiring process immediately. It would be expected to have an MOU in place between the Town of Claresholm FCSS and the Claresholm/Vulcan Coalition.

MOTION

Moved by Councillor _____ to approve the attached MOU with the Claresholm/Vulcan Coordinated Community Response to Elder Abuse Coalition, for a 0.5 FTE position to work with Claresholm FCSS.

COST IMPLICATIONS: Contract is through the Coalition, so no FCSS dollars would be spent.

ATTACHMENTS: Memorandum of Understanding

PREPARED BY: Barbara Bell – FCSS Director

APPROVED BY: Abe Tinney – CAO

DATE: September 23, 2022

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "MOU") is made and entered into on this ____ day of _____, 20____ ("Effective Date") by and between:

Vulcan Regional Response to Elder Abuse Council

Located at _____ [Address of First Party] (the "First Party")

And

Town of Claresholm

Located at _____ [Address of Second Party] (the "Second Party")

Both of whom are collectively known as the "Parties,"

WHEREAS the First Party and the Second Party desire to enter into an agreement in which they will work together to achieve the various aims and objectives related to the **Elder Abuse Prevention Project** (the "Project").

AND WHEREAS the First Party and the Second Party are desirous to enter into a MOU between them, setting out the working arrangements that each of the two agree are necessary to complete the Project.

1. Purpose & Scope. The purpose of this MOU is to provide the framework, the scope of work, terms and conditions, and responsibilities of the Parties associated with their work on the Project, as attached in more detailed information for the Project that Parties have agreed upon, if applicable. The obligations of the Parties will end on _____, 20____. (Check if applicable) Deadlines or deadline extensions: _____.

As further outlined below, both parties will collaborate on the following:

The main objective(s) of the Project:

Connecting seniors to resources and support to prevent and mitigate elder abuse situations

2. The Parties Obligations. The Parties desire and wish that this document will not create any form or manner of a formal agreement, but rather an agreement between the Parties to work together in such a manner that would promote a genuine atmosphere of collaboration in support of an effective and efficient partnership and leadership meant to maintain, safeguard, and sustain sound and optimal financial, managerial, and administrative commitment with regards to all matters related to the Project.

3. Cooperation. The Parties represent that they have unique, specialized expertise that they will draw upon to meet the objectives of the Project.

The First Party will use the following unique experiences and expertise to further the objectives of the project:

Elder abuse case management and family mediation.

The development and coordination of the coordinated community response to elder abuse model.

The Second Party will use the following unique experiences and expertise to further the objectives of the project:

Familiarity with local and regional resources. Knowledge of the needs of locals. The mission and mandate of the Claresholm Family and Community Support Service department.

4. Responsibilities.

The First Party shall undertake the following activities under this MOU:

Training of the elder abuse prevention worker of prevention and mitigation strategies.

Overseeing the financials

Grant reporting

The Second Party shall undertake the following activities under this MOU:

Training of the elder abuse prevention worker on local and regional supports and resources

5. Resources. The Parties will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the Project.

The First Party agrees to provide the following material, financial, and labor resources in respect of the project:

Staff wages

The Second Party agrees to provide the following material, financial, and labor resources in respect of the project:

Office Space for the elder abuse prevention worker that includes a desk, computer, and telephone

6. Communication Strategy. Marketing of the Project should always be consistent with the aims of the

Project and only undertaken with the express written agreement of both Parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

7. Dispute Resolution. The Parties to this MOU agree that if any dispute arises through any aspect of this agreement, including, but not limited to, any matters, disputes, or claims, the Parties shall confer in good faith to promptly resolve any dispute. In the event that the Parties are unable to resolve the issue or dispute between them, then the matter shall be mediated in an attempt to resolve any and all issues between the Parties

8. Assignment. Neither Party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party.

9. Amendment. This MOU may be amended from time to time by mutual agreement of the parties in a written modification signed by both parties.

10. Termination. This MOU may be terminated by mutual written agreement of the Parties upon 30 days' notice.

This MOU shall automatically terminate upon completion of all responsibilities as stated in the "Purpose & Scope" section. See attached Exhibit of timeline and list of objectives for the Project, if applicable.

11. Prior Memorandum Superseded. This MOU constitutes the entire Memorandum between the Parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether oral or written.

12. Understanding. By signing this MOU, both Parties of this MOU mutually agree and understand that:

1. Each Party will take finance and legal responsibility for the actions of its affiliates, officers, employees, independent contractors, agents, volunteers, and representatives.
2. Each Party agrees to indemnify, defend and hold harmless the other to the fullest extent permitted by law from and against all actions, demands, claims, losses, liabilities, costs (including attorney's costs and fees), and damages. Each Party shall also be responsible for the proportionate cost of any damages arising from the fault of such Party, its officers, agents, employees, and independent contractors.
3. Each Party shall carry insurance at its sole expense to cover its activities in connection with this MOU. Each Party shall also obtain and maintain insurance for general liability, workers' compensation, and business automobile liability adequate to cover any potential liabilities.

13. Notice. All notices, demands, requests, and other communications given hereunder for purposes other than termination shall be made in writing and shall be deemed given if:

1. Delivered by hand or
2. Mailed by domestic registered or certified mail with prepaid postage, after 5 days of business days since the date postmarked.

All written notices so given will be deemed effective upon receipt.

Any notices, demands, requests, and other communications returned to the sending Party as non-delivered should be re-delivered or re-mailed to the forwarding address affixed thereto. Such communications will be deemed delivered in the same way as those that had not been returned to the sending Party.

14. Severability. Any part or provision of this MOU that is found to be unenforceable, illegal, void, or prohibited in any jurisdiction will be ineffective without invalidating the remaining provisions and parts of the MOU. In such a scenario, the Parties will use reasonable efforts to employ and find an alternative way to achieve the same or substantially the same result as contemplated by such part or provision.

15. Authorization and Execution. The signing of this MOU does not constitute a formal understanding and as such it simply intends that the Parties shall strive to reach, to the best of their abilities the objectives stated herein.

The MOU shall be signed by

The First Party's Representative _____ [Name], _____ [Title] and

The Second Party's Representative _____ [Name], _____ [Title]
and shall be effective as of the date first written above.

First Party Printed Name _____

Signature _____ Date _____

Second Party Printed Name _____

Signature _____ Date _____



INFORMATION BRIEF

Meeting: September 26, 2022
Agenda Item: 12

Emergency Management Functional Exercise – October 4, 5 and 6th

DESCRIPTION:

This is an update on the plans, training and exercises leading up to the functional exercise.

BACKGROUND:

In 2018 we were successful in getting a regional grant for \$25,000 to aid all the towns and the M.D. with their individual, fully functional emergency management mock exercises and a regional Unified Command exercise. It is hard to believe that we put a pandemic plan and a business continuity plan into action, powered through COVID and are now only a week away from the “big event”. Here are the highlights:

1. September has been a busy month setting our staff up for success by reviewing the how and why of the positions and roles they will be fulfilling in the Incident Command Post (ICP).
2. September 7th, all municipal partners gathered in Fort Macleod to go over the key aspects of Unified Command, discuss questions, possible problems and develop solutions.
 - The advantage to Unified Command is the pooling of staff, resources and objectives to create a more effective and efficient response, that focuses on key priorities such as life safety and efficient/shared resource allocation and tracking.
3. September 12th, Claresholm staff set up a fully functioning Incident Command Post (ICP) in the Council Chamber and reviewed the setting of Objectives, Strategies and Tactics.
4. September 20th, the “Planning P” workshop, was facilitated by AEMA, which gave staff from each municipality a chance to refresh their skills, work together and build an Incident Action Plan (IAP).
5. Two Federal and/or Provincial emergency management mentors have been secured for each municipality for their ICP for October 5th, and collectively to aid the group on October 6th.
6. The Lethbridge College will be bringing 16 media students to facilitate the media scrums for October 5th and 6th.
 - They have also been asked to provide feedback as to the effectiveness of our public communication information.
7. Claresholm is hosting the Simulation Cell Command Post, that is being setup on September 28th in the west (Community) meeting room.
8. For the exercise, each municipality must set up their Incident Command Post (ICP) and exercise their emergency plan in response to the exercise injects, this will require:
 - Their ICP to be established the afternoon of October 4th
 - A full day running their ICP on October 5th building an Incident Action Plan and responding to the injects.
 - Unified Command in Fort Macleod on October 6th

In closing, thank you for the ongoing opportunity to work with you and our staff. The growth in the organization has been exponential, and will pay rewards for our community’s safety for years to come.

PREPARED BY: Jason Hemmaway – Director of Emergency Management

APPROVED BY: Abe Tinney – CAO

DATE: September 21, 2022



Town of Claresholm

Council Committee Report

Date: September 26, 2022

Mayor Petrovic	
Councillor Carlson	
Councillor Cutler	
Councillor Kettles	<p>Learn-a-Lot Playschool New teacher is settling in to the Playschool and looking forward to a fresh year. School is full with a small waiting list. The school year is set and will mirror the West Meadow Elementary School year. At this point the Playschool financials are starting to turn around showing small surplus.</p> <p>Daycare Society Daycare is busy with 50 clients and the after-school program is also basically full. A staff salary review has been completed and implemented. Budgets are looking better than last year though it will be a few months yet before a clear and consistent positive financial view is determined. Fund raising activities are being planned for the upcoming year which should help revenues. Planning is being made to repay a Provincial Government loan before December.</p>



Town of Claresholm

	<p>Golf Club</p> <p>Total rounds will be lower this year which will be reflected in somewhat lower revenue.</p> <p>With expenses also a bit lower there is still expectations of a positive revenue year.</p> <p>Weather permitting the course should stay open until about Oct 16. Preparations are being made for irrigation shutdown and end of season ground work.</p> <p>Additional greens tarps will be placed on certain holes this winter. Repair work on some of the bridges on the course is being planned.</p> <p>The first annual Irrigation tournament contributed to establishing a fund to eventually replace the aging pump and irrigation system on the front 9. This is the golf clubs highest priority long term capital project and will likely approach a budget of 1 Million dollars when it is ultimately completed.</p> <p>Negotiations are ongoing to replace some of the existing Golf Cart fleet which is aging out its 2012 units. Delivery is still long term with new carts not really expected for next year.</p>
<p>Councillor Meister</p>	
<p>Councillor Schlossberger</p>	<p>Sept 1 Community Development Committee Good conversation. Lots of activity. Lots of inquiries. 2 Land sales at airport. 2 buildings sold in industrial area. Still VERY concerned about business opportunities we have turned down because we do not have land for these companies to set up in Claresholm. Very alarming. We have to address this situation.</p> <p>Sept 7 Attended 2 sessions of social needs assessment meetings. Very interesting conversation. It is clear we provide a lot of services for the size of our town. With this comes the challenge of staffing. Lots of talk about having an emergency shelter, affordable housing, homelessness, mental health accessibility.</p> <p>Sept 8 Waste to Energy with landfill board and MD Willow Creek. Very interesting. I do believe at some point we as municipalities will not be allowed to have landfills. Good to be studying our options now!! Enjoyed discussing this process with the owner of this company.</p> <p>Sept 13</p>



Town of Claresholm

	<p>Minister Copping and AHS meeting. Positive meeting. Copping always listens and is engaged. AHS executives not so much. They question every suggestion you make. Do not believe our problems are as severe as we make them out to be. They did not believe how having no family docs in Lethbridge, was affecting Claresholm. Talk to our docs, medical clinic or hospital. Lots good talk but I will believe action when I see it.</p> <p>Sept 14 RNIP interview. Great interview. This person will fit in well with Claresholm.</p> <p>Sept 15 Webinar on How Public Engagement and Consultation creates healthy, engaged and inclusive communities. Goes a long ways to be transparent. Enjoyed this webinar.</p> <p>Sept 15 RNIP Selection Committee meeting. Voted to support application and recommend to EDC to approve this application.</p> <p>Sept 15 Opportunity for Growth. Good presentation on succession planning. Not many participants. I have found out in the past that succession planning is a very personal thing. Lots of people do not like talking about this in a public meeting.</p> <p>Sept 16 Approved 1 home based business.</p> <p>Sept 19 Webinar on Rethinking Rural Economic Development. Very interesting session. Put on by a USA based firm. They had panelists from a small town in Texas, large county in Florida, small town in Colorado and a large Economic Development Committee in the Okanagan BC. I found it very interesting that we all share the same concerns when it comes to Economic Development. Rural areas at a disadvantage compared to large urban areas. In the US the large urban areas use large tax and money incentives to lure businesses. A lot of conversation about labour shortages with all participants. Housing is a very large problem in all areas. Hard to get developers to build housing due to costs, due to labour shortage. All the same problems we face!! Interesting.</p> <p>Sept 20 Library finance meeting and Library meeting. Talked about doing a presentation to town council. Talked about new employees. Discussed raises for employees. Been no raises for several years. Discussed training for naloxone training with St. John's.</p>
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Town of Claresholm

	Sept 20 EDC meeting. Approved RNIP application.
Councillor Zimmer	



CAO REPORT

September 26, 2022

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

I attended the Social Needs Assessment engagement session on September 7th, along with staff and council. The Social Needs Assessment is part of a larger contract with RDN to also provide the Town an Affordable Housing Needs Assessment and Strategy. There were two other engagement sessions on the 7th, one geared towards community groups and one public session. Topics discussed were community challenges in areas of homelessness, mental health, policing, education system and the service delivery gaps. The final report is due mid-October.

I also attended the “Future of Municipal Government (FOMG) Webinar Series: Financing and Municipal Infrastructure Alberta.” Alberta Municipalities also hosted this session. Information from the AM website:

Municipalities face a wide array of financial, political, social, cultural, and environmental pressures. In response, Alberta Municipalities initiated the Future of Municipal Government (FOMG) project to explore and assess options for government structures that will enable municipalities to build thriving communities into the future.

We have partnered with the School of Public Policy (SPP) at the University of Calgary on this project. The SPP is engaging municipal experts from Alberta and across Canada to conduct research on a wide variety of topics.

<https://www.abmunis.ca/advocacy-resources/governance/future-municipal-government>

This was the third session of the series. The session featured authors of the FOMG paper on Provincial Transfers and Financing Municipal Infrastructure in Alberta. The paper examines trends in infrastructure expenditures and finances and proposes a new system of provincial transfers, with recommendations that the province allocate provincial property tax for education spending directly to municipal infrastructure (as these amounts are generally equal), and that provincial grants should only be extended to infrastructure projects that benefit the province (tourism services, for example). The second recommendation would mean that provincial funding of municipal projects would be more restrictive.

I attended the first of four Risk Management sessions offered by Alberta Municipalities/AMSC. The town’s safety officer, Jason Hemmaway also attended. The session dealt with workplace abuse policies. This topic/issue is increasingly becoming a risk for insurance companies and municipalities, to the point that it is a specific session within the Risk Management Series, and many insurers are requiring municipalities to have workplace abuse policies prior to insuring. The town has some improvements/updates to make from a policy perspective -- the safety officer is currently reviewing our policies. There are three more sessions in the Risk Management Series and relevant staff will be invited to attend. The remaining sessions deal with Cyber Security, Environmental Impairment Liability on Local Government and Life Cycle Maintenance Plans (<https://www.abmunis.ca/news/2022-fall-municipal-risk-management-series-starts-sept-15>).

Currently attending the Alberta Municipalities conference with Mayor Petrovic and Councillor Zimmer. I will provide a report at a future Council meeting.

BYLAW

See enclosed report

CORPORATE SERVICES

See enclosed report

ECONOMIC DEVELOPMENT

See enclosed report

DEVELOPMENT

See enclosed report

FCSS

See enclosed report

FIRE

No report this month

INFRASTRUCTURE SERVICES

See enclosed report

RECREATION

See enclosed report

UTILITY SERVICES

See enclosed report

Respectfully submitted by

Abe Tinney
CAO



INFORMATION BRIEF

Meeting: Sept 23, 2022
 Agenda Item: CAO REPORT

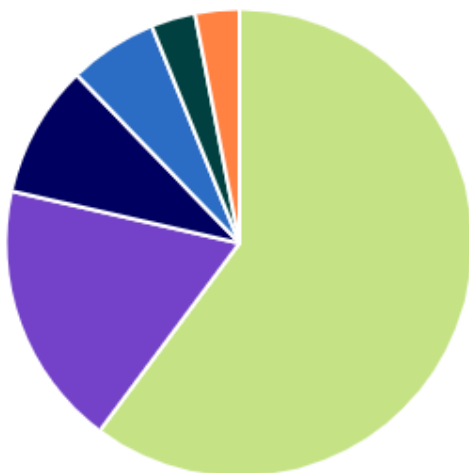
BYLAW ENFORCEMENT REPORT Aug/Sept 2022



Aug/Sept Highlights:

1. Bylaw is now in daily contact with Foothills Dispatch which increases Officer safety.
2. 9 Animals brought into CARES
 - 6 Cats
 - 3 Dogs
3. Unsightly Properties have lowered but it is being closely monitored for repeat offenders.
4. Bylaw Officer started 32 files in between Aug 9 – Sept 19.
5. Dogs off leash around town calls have declined in the last month.
6. Speed radar signs have been put up on the North and South sides of Town to remind travelers to slow down as they enter Town. The data is shared with RCMP on a weekly basis.
7. RFP was developed for council Re: Lowering of the town non posted speed limit.
 The survey has begun at present preliminary reports appear to show 60/40 against.

Total number of requests by Service Type :



59.0 %	Unsightly :19
18.0 %	Cat :6
9.0 %	Dog :3
6.0 %	Assist RCMP :2
3.0 %	Traffic :1
3.0 %	Community Standards :1

Opened	Closed
9	10
0	6
0	3
0	2
1	0
0	1

DIRECTOR OF CORPORATE SERVICES - UPDATE



For: 8/15/2022 - 9/23/2022

Claresholm

Financial

- Started the 2023 Budget process, rolling forward 2022's budget, getting input from department heads, and going through the budget line by line looking for ways to cut costs and be more efficient.
- Were able to negotiate a new lease agreement for the office copier machine that will save nearly \$2K per year from our current machine. Just waiting on delivery.
- July's Council Financial Report was presented at the September 12th Meeting.

General

- New Time and Attendance and Payroll system has started to be rolled out, with a sample of employees from each department now using the system to work out any final kinks before the rest of the staff are onboarded. This new system integrates employee timesheets with the payroll system, significantly reducing the amount of man hours required to manually add and transcribe employee timesheets into the payroll system to process pay. Similarly, it automates the process of tracking time off balances (vacation time, sick time, etc.) vs manually tracking systems, with significantly transparency for employees to review transactions and balances.
- Working with Grant Match to try and find grant funding for numerous capital projects included in our 5-year capital plan. Projects we are trying to find funding for include Amundsen Park pathway and lighting, Centennial Park Playground, Skateboard Park project, Fire Truck replacements, Fire Hall expansion, etc.
- With the resignation of our Campground Attendant we were lucky to find someone willing to step in and finish off this season. Request for Proposals for next year have been advertised as we have had some interest expressed already for that, and hoping to have the residence there occupied for the winter.
- Been involved in numerous exercises and trainings in preparation for our mock disaster emergency management training session coming up in early October.

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

Economic Development Officer's Report

Town of Claresholm

September 15, 2022



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

Since the submission of my June 17, 2022 report I continue to perform the duties outlined in my employment contract and as directed by the Chief Administrative Officer and Economic Development Committee.

Investment attraction and property development

1. Continued discussions with property owner of highway-commercial/country-residential to explore solutions with the Community Development Committee.
2. In partnership with MD of Willow Creek, responded to site-selection inquiry for Ag-Industry facility; site-visit at Claresholm Airport scheduled for September 19th.
3. Passed on response to site-selection inquiry for vertical farming operation
4. Consulting with commercial property owner of re: best use of space and possible conversion to residential
5. Responded to a Lethbridge business owner considering investment Claresholm
6. Responded to a Pincher Creek business owner who intends to relocate to Claresholm
7. Received an inquiry about Town lands at the airport, directed to Avis and Young

Summer Events

Canada Day Spread the World, July 1st

Estimated 700 people in attendance
Flag needs maintenance, donations vs. sales to be considered, emerging-theme: culture & diversity
14-nationalities represented at Spread the World
133 completed passports verified by WCIS

Claresholm Fair Days, Aug 11-14th

Community turn-out was moderate-to-good
The loss of the Bench Show was allayed by the addition of lawn tractor races and a Rodeo
Fair Days Organizational meetings are valuable

Air Tour Southern Leg, August 27th

More than 220 people in attendance
14 pilots arrived, many canceled due to weather
Town provided sanitary, bounce house, tables, chairs, tents, and two-staff
Lions club, Classic Cruisers, RMDC, MD Fire

Parades

EDO recruited volunteers, drove the float in Coaldale parade and candy-walker in Pincher Creek Parade.

Economic Development Officer (EDO)

During the summer, the EDO has consulted 8-communities throughout Alberta on the Town's experience with operating a municipal immigration program. The EDO and Mayor recently participated in an interview with the Lethbridge Herald regarding the economic development success of Claresholm.

Economic Development Committee (EDC)

The EDC met in Council Chambers, July 19th, from 7:00 pm – 9:00 pm, with 5 members attending in person; a presentation by Natalie Gibson of Innovision and Associates was heard; 4-RNIP Community Recommendations were approved; a new wayfinding sign design was approved.

The EDC met online on August 30th from 7:00 pm – 7:45 pm with 6 members attending; 2 RNIP community recommendations were approved; expenses for new event tables and tents was approved; a contribution of up to \$1000 for the August 27th Air Tour was approved.

Economic Development Assistant (EDA)

In addition to secretary to the Economic Development Committee, the EDA added Canada Day and Fair Days events to the Alberta Tourism Information System, and helped with Fair Days. The EDA arranged Innovision Associates and Succession Matching delegation for EDC, and the Opportunities for Growth; have been posting videos on the Claresholm Economic Development YouTube page; creating monthly news-briefings for business license holders; updating property records and rental availability; assisting with signage projects; and more.

Diversity Coordinator

The Diversity Coordinator continues to help administrate the Rural and Northern Immigration Pilot, communicating with Willow Creek Immigrant Services, building relationships with new residents, and assisting the Welcoming Claresholm Committee. Also, helping with the success of Fair Days and Canada Day 3-fold; as staff, volunteering personal time, and as a Kinette.

Engagement Coordinator

The Engagement Coordinator position went through changes over summer; Megan McClung took the role on in a part-time capacity for August but will be full-time beginning in September. Megan has been instrumental in the success of summer events with planning, execution, advertising, and volunteers.

Rural and Northern Immigration Pilot (RNIP)

Recommendations in July and August include Administrative Assistant at Willow Creek Recycling, Pharmacy Aide at Claresholm Pharmacy, Cook at Pizza Hut, Mechanic at Davis Auto, and a Food Service Supervisor at Dairy Queen.

The RNIP program has been extended by 18-months, running until August, 2024.

The EDO will be recommending that the Town stop using the RNIP portal software and move to a more simplified application process for immigrants seeking job opportunities in Claresholm.

Housing Needs Assessment & Affordable Housing Strategy

At the request of Town Administration, the Rural Development Network has performed a series of in-person consultations for the Social Needs Assessment. Final report for housing and social needs is expected at the end of September.

Claresholm & District Chamber of Commerce

The Chamber of Commerce met July 20th but did not meet in August. The September 15th Opportunities for Growth; Succession Planning – How to sell your business was a good event. Several Chamber members came to help with set up and take down. Great presentations.

Welcoming Claresholm

The Welcoming Claresholm Committee (WCC) met on July 28th and the August meeting was cancelled.

Other activities and meetings

- Sat. July 1st Canada Day Spread the World
- Sat. Aug 6th Coaldale Parade
- Fri. Aug. 12th Lawn races and Movie Night
- Sat. Aug. 13th Street Festival & RMDC Demo
- Sun. Aug. 14th Fair Days take-down and delivery
- Sat. Aug. 20th Pincher Creek Parade
- Sat. Aug. 27th Air Tour
- Thur. Sept. 15th Opportunities for Growth

Submitted,

Brady Schnell, Economic Development Officer

DEVELOPMENT OFFICER REPORT

For: 8/20/2022 - 9/20/2022



Claresholm

Development Permits

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

Compliance Requests

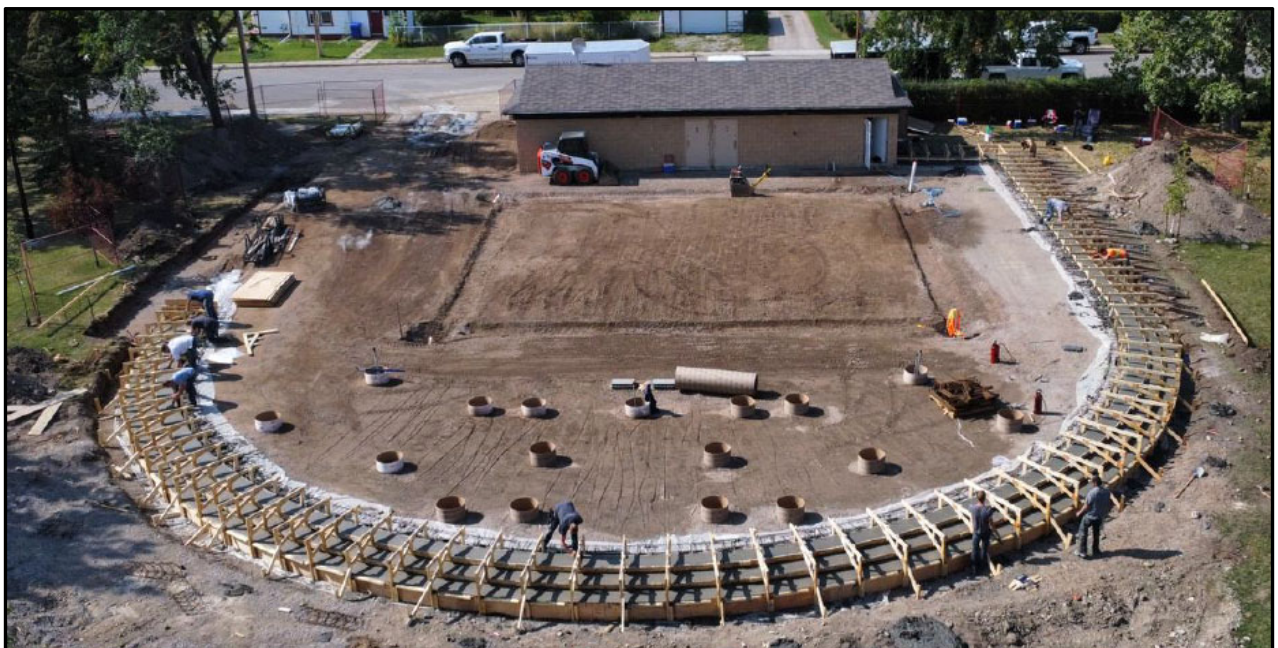
- ❖ 4 compliance requests received.

Miscellaneous

- ❖ Local Press Ads – Road closure bylaw public hearing notices, MPC approved ads
- ❖ Emergency Management – Meetings and training for mock exercise. Sept 7th Unified command workshop, Fort Macleod. Sept. 20th Planning P workshop.
- ❖ MPC meeting – August 19, 2022 & September 16, 2022.

On-going projects

- ❖ Community Development Committee – September 1st meeting, updating on projects and investigations that have taken place thus far. Residential tax refund bylaw project complete and information passed along to developers. Continued work on addressing planning barriers, working with interested parties, investigating funding sources, etc.
- ❖ Road closure bylaw – Public hearing held September 12th, package along with comments have been submitted to their new online review process, once approved the originals will be sent to AB Minister of Transportation for review/signatures.
- ❖ Asset Management – continued work and quarterly review with Munisight complete. Currently investigating FCM grant for next tasset management training.
- ❖ Fire Hall – working with firms (site visits/etc.) for potential addition.
- ❖ Tamarack lots for sale – lots listed with realtor, agreements and transfers complete for the lots that have been sold. Preliminary planning for development is taking place.
- ❖ Amundsen Park project – project well underway, contractors have been efficient and project taking shape. Additional investigation taking place in regards to grants and working with other community groups to fund the remaining portions of the park re-development plan.



Submitted by Tara vanDellen, Planner/Development Officer

FCSS REPORT TO COUNCIL FOR SEPTEMBER

- Arranged for the Citizen and Junior Citizen to ride in the parade during Fair Days. Got the magnetic signs for the cars updated with new names. Drove Roxanne in her Mustang convertible in the parade. Had a classic car to drive Dakota.
- Met with Derrick Kriszan about programming in Granum for youth during the summer. Possibly hire a student to run a program next summer for kids. Also wants some programming for families and seniors. We are looking at doing some bus outings. Have sent out a couple of emails to touch base with someone in Granum that could help coordinate these outings.
- Had a few seniors come in after they received their letters telling of the amount of OAS they would be getting. Sat on phone for 1 hour each time to get questions answered
- Met with Alex Harrison about shooting some footage of us to send to FCSSAA. They are preparing a montage of programs reading line of a poem and will play it during the conference
- Hosted a drumming circle that was scheduled for outside but we decided to bring it into the community room because of threatening weather.
- Got all the applications organized and handed over to Kinettes for the Backpack Program. They provided backpacks to low income families on August 24 and August 26.
- Holly and I met with Cpl Christian LaFleur, the new RCMP lead in Claresholm. We had a great chat about what we do in town, how we can partner with the RCMP and what we both see a need for in our community.
- Talked with food rescue about the theft of the Snack Shack food, so we decided to not fill it for a bit.
- Had meeting with John. Discussed the program and the changeover in direction from John to Will.
- Every Friday for July and August we had kids' activity kits available for pick up. Had the help of Vivienne O'Neil to create and put the kits together.
- Have moved the equipment for Tumbling Tots program to Pentecostal Church basement. Parents and kids are enjoying the new space.
- Hosted 3 sessions for Caregiver Support Group. Had 3 ladies that were just so excited to talk with like minded at first session. Third session had 11 participants; all very excited to have a support group.
- Had meeting with Safe at Home director to discuss the shift of the program from in-house to outreach for the remainder of the pilot project.
- Took 40 seniors to Waterton for a field trip and Subway picnic and a stop at Wal-Mart on the way home. Everyone had an awesome time and enjoyed the weather and the great outdoors.
- The Community Engagement was hosted by the Rural Development Network. They held 3 different sessions; one for administration, one for agencies and a final one for public. Only seven people attended the public presentation. We should receive the results from this engagement and the surveys by mid-October.

- Toured the Nanton Community Centre with Director of Emergency Management Jason Hemmaway to organize the set up of the Reception Centre during the Mock Emergency on October 4.
- Met with Granum resident to discuss programming already in place and what is needed. She will volunteer to be our eyes in Granum and work with agencies to try to get some things happening in the town.
- Attended the AHS conversation café with Minister Jason Copping
- Attended the Vulcan/Claresholm Elder Abuse Coalition meeting. It was decided that some extra funding could be used to hire a .5 worker to work with seniors out of the FCSS office. (Please see RFD)
- Interagency has started up again after the summer break.
- Beginning to plan the Christmas Giving Campaign

TOWN OF CLARESHOLM FIRE DEPARTMENT

MONTHLY UPDATE

FOR THE PERIOD OF: 6-AUGUST-2022 TO 16-SEPTEMBER-2022

1. Well call volume for the second half of summer / beginning of fall certainly picked up for the Department. This reporting period we responded to 33 calls for service including:

- a. 8 EMS Co-Responses / First Responses
- b. 7 Outside Fires (stubble/crops etc.)
- c. 3 Motor Vehicle Collisions
- d. 3 Structure Fires

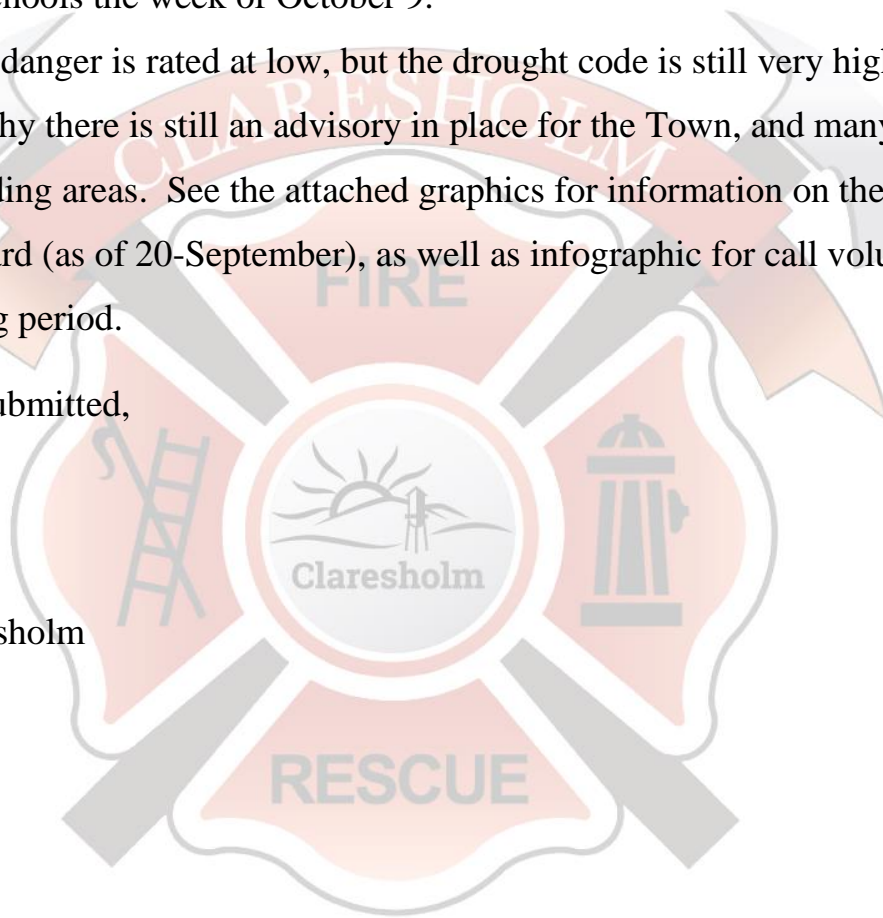
Our call volume, year to date is **245**; and with our fire year not ending until 31-October we at Claresholm Fire are on pace for another record-setting year!

2. The Annual Golf Tournament raised well over \$12,000 which will be put towards the purchase of our electronic Jaws of Life.
3. The Department is in the process of a fall fundraiser to supplement the purchase of the e-tools. Stay tuned for more information!
4. Currently the Chief & Deputy have 1 Open Fire Safety Codes investigation. As fall approaches we will begin our annual assessment of the Town owned buildings and reporting on them.
5. Additional members from Claresholm Fire, Station 13 recently took part in another NFPA 1006 Technical Rescue course – giving us more members certified in Low-Slope Rope Rescue.

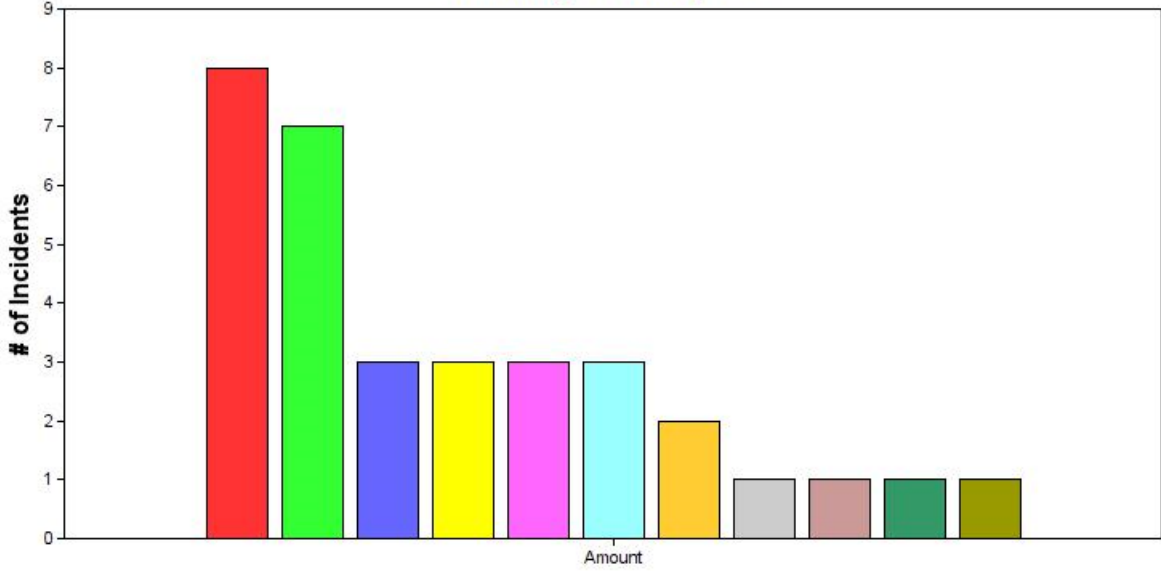
6. The Chief and FF Chatterton attended West Meadow Elementary School on August 31 to assist with “crossing-guard” duties and welcome students-parents-and staff back for another exciting year.
7. October 9-15 bring the 2022 edition of National Fire Prevention Week. This year’s theme is *Fire won’t wait. Plan your escape™*. Watch our social media for daily tips, and look for your fire fighters to be bringing Fire Safety to the Schools the week of October 9.
8. The fire danger is rated at low, but the drought code is still very high and that is why there is still an advisory in place for the Town, and many of the surrounding areas. See the attached graphics for information on the current fire hazard (as of 20-September), as well as infographic for call volumes the reporting period.

Respectfully submitted,

Craig White
Fire Chief
Town of Claresholm



Claresholm Fire Responses by Type
From Aug 6 22 to Sep 16 22

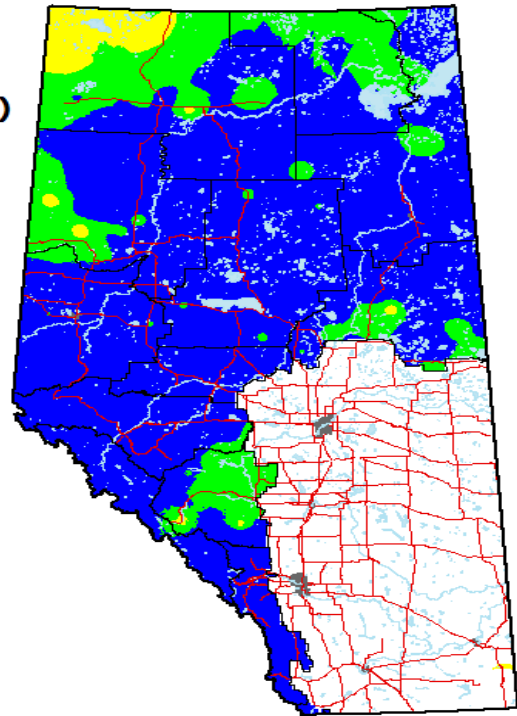


- Medical - EMS - 8 ■ Fire Outside - 7 ■ Vehicle Accident - 3 ■ Fire Structure - 3
- Alarm No Fire - detector activated - 3 ■ Public Service - miscellaneous - 3
- Alarm No Fire - smoke or steam mistaken - 2 ■ Alarm No Fire - accidental miscellaneous - 1
- False Alarm - miscellaneous - 1 ■ Public Service - assist police or other agency - 1 ■ Public Service - first-aid - 1

Alberta

Fire Danger (Fire Weather Index)
for September 20, 2022

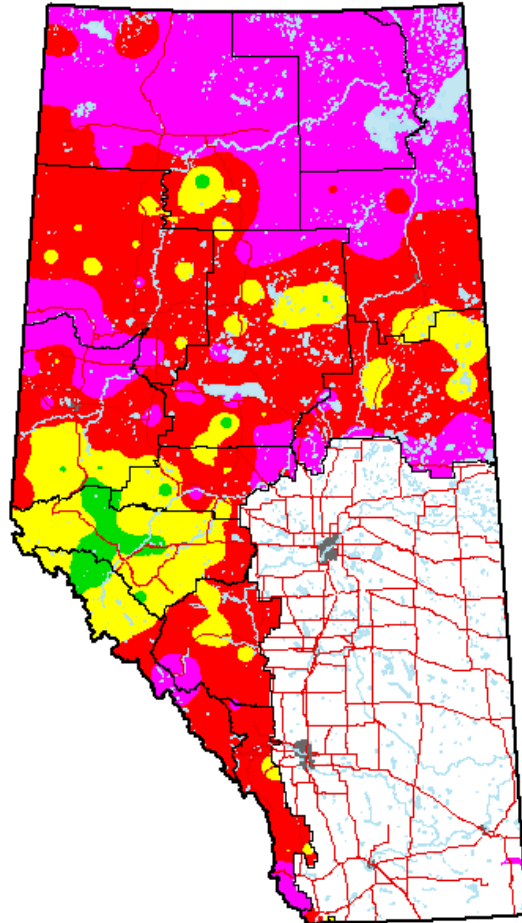
- Low
- Moderate
- High
- Very High
- Extreme
- No Data



Alberta

Drought Code

forecasted for September 20, 2022



Alberta Government

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Map created on Sep-20 at 09:06



INFRASTRUCTURE SERVICES REPORT

for Sept 2022



Buildings There are no new issues to report. Inspections now done monthly; minor deficiencies are repair as scheduled. Janitors' hours have been increased to 25hrs a week from 20hrs.

Sidewalks We are underway with the 2022 sidewalk remove and replacement project. Work is expected to last the next 3-4 weeks, weather dependant. All work to be within the 2022 sidewalk budget.

Streets Potholes are being dealt with as manpower allows. The Town has completed the Westrose Water main replacement project and road rehab. Landscaping is underway to cleanup behind curb and sidewalk.

Sanitary Sewers No issues to report at this time. Annual system cleaning/flushing has been completed throughout the entire town. Flushing the Airport system now.

Water Distribution No problems to report. 14 curb stops were replaced last month due to not working condition by staff.

Storm Sewer Drainage No issues to report.

PARKS The new pavilion at Admunson Park is under construction and is going well. Construction should be completed by end of Oct. for phase 1.

ARENA Plant compressor rebuilds completed. Ice plant is running and Ice making is underway, for the season. The arena staff schedule has now been completed and the Arena will be open for another season starting on Monday, Sept. 26.

RECYCLING E360 Program is operating well. New driver again.

GARBAGE Our Collection program is running well with few complaints.

EQUIPMENT Maintenance and repairs are done as needed. All equipment is operational. No sanding truck in the fleet, as the New Ford truck chassis ordered in February, has still not arrived. The back-up sanding truck will be used until it arrives.

STAFF Operating with low staff numbers all summer, due to vacations. 51 weeks of holidays used each year, by public works staff.

This Report by

Mike Schuweiler

Director of Infrastructure

CLARESHOLM RECREATION

August-September 2022 Recreation Report

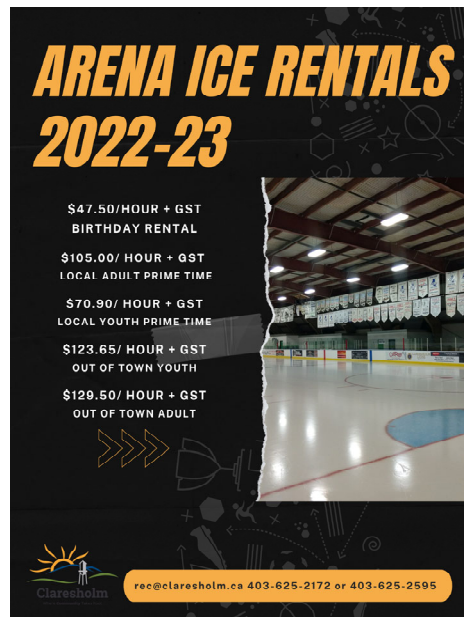


September 20, 2022

Authored by: Denise Spencer

ARENA

- New Minor Hockey Registrar: has permissions to change the Minor Hockey schedule
 - Training day was July 28, 2022 with a follow up on September 14th, requested to be informed if changes were needed that were out of the normal schedule.
- Alberta Prosperity Project rented the facility September 9, 2022
 - As a result the Town will request more information when renting facilities; multiple slow cookers caused issues with the electrical, and food on the ice floor are issues we do not need repeating.
 - They expected 150 + people
- Management and Recreation Staff meeting on September 6, 2022 at 1:00 p.m.
 - Discussion regarding where the best areas for additional paths, trees, bushes, upgrades at the arena, ball parks. A dedicated ball hockey area would be very much appreciated in our community. These items will be added to the recreation plan.
- Arena Calendar: tentative schedule is posted on Google Calendar, this can be viewed at Claresholm.ca
 - Sent our available tournament weekends out to past renters, 3 out of town tournament dates are confirmed with deposits. We are accepting wait lists for these dates in case teams have to back out. Calgary Hockey has changed the rules for their tournaments which has caused Calgary Teams some issues.
 - October 22 & 23 weekend is still available
- Mezzanine: Step in Time Tap Dance is booked for 2022-23
 - Yoga is tentatively booked for the new year.
- 'The New Fox' will be operating in the Arena Concession. The operator had a thorough business plan, menu, and vision. We hope she can make a success out of it.
- Arena Advertising: The boards on ice are full with returning advertisers, and we have a couple new ones.



CAC

- Facility User meeting September 1st, 2022
 - Doors will remain as they are for at least the next year. AHS has no desire to change that due to the threat of infection for their residents
 - Security: Looking into WIFI Battery operated cameras to monitor door, would need to be tied into the laptop. Trying out screaming alert lanyards, these do not emit enough noise to alert those on deck due to the cinderblock.
 - Self Defence for staff
- Pool Annual Shutdown: November 14 to December 19th (in the meeting minutes they have it for December 5th, that is wishful thinking, the earliest it has opened is 4 weeks)
- The Fall Program Guide was available August 3rd, 2022
- Masters 18 + program, Monday & Wednesdays is a success! We had 20 registrants with 1 dropping out.
 - Feedback: the 18 + age really helped swimmers make the choice to attend.
- Swim Coach Level 1 is being hosted at the pool September 24th. 4 staff members are signed up for this, it was put out to the public but did not gain much interest. This program will teach our staff how to deliver a quality Junior Lifeguard Competitive Program
- Laughing Yoga: this program generated no interest. The instructor will try again

- BootCamp with Shallow Play: this program has not built like we thought it would. Looking at additional advertising.
- The Claresholm Aquatic Centre will host a teen night September 27, 2022 during our Public Swim time from 6:30-8pm. Everyone will be welcome, teens can be admitted for \$2 each.
- Program Guide for winter will be available November 23, 2022
- The Claresholm Aquatic Centre hired 1 senior guard for fall, this helps fill in the blanks and will take some stress off the regular staff

Self-Defence

- Scheduled a Self Defence Workshop with Kerry Sauve for November 25, 1-6pm at the Arena Mezzanine.
 - This is the 4th workshop scheduled with Kerry since 2012
 - This is a valuable program for staff at the Claresholm Aquatic Centre and anyone who feels they might be put in a compromising position at some point

SASG-Southern Alberta Summer Games

- Letter was sent to all 13 regions to request bids for the games going forward. No community has come forward at this time.

Centennial Park & Campground

- On July 14, 2022 there was a request to create new signage for the Campground, the current signage states the price, and there is only a white board
 - Signage will be arriving soon.
- The Burn 24-7 was hosted at the park September 3, 2022

Gravel Road Race-The Range

Requested local contacts for beer garden service and barbecue for the 2023 event, July 22.

Town Gardens & Plantings

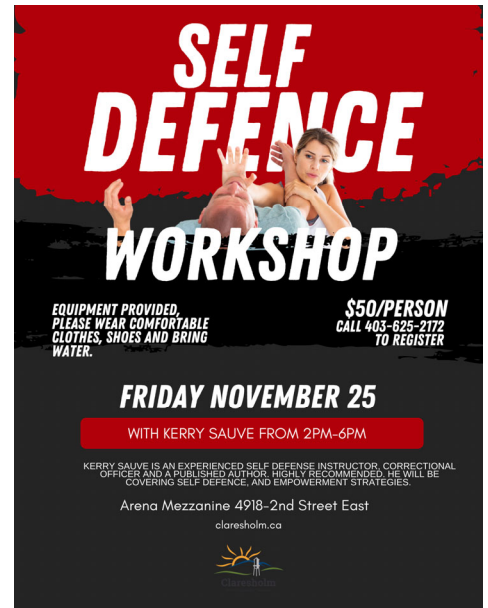
- The sunflowers were just starting to bloom when the frost hit September 18th
- The Zinnia flowers were a welcome addition in the garden
- Reached out to the current CAO in Stavelly to ask if she'd be interested in providing some flowers for the Town of Claresholm for 2023, the flowers in Stavelly were stunning this season.

Pickleball

- Wrapped up the outdoor season September 6, 2022. They are scheduled to begin Indoor Pickleball September 19, it will run Monday & Thursdays 7-9pm at West Meadow Elementary School throughout the year. It will not be scheduled during regular school closures, or when there are special events
- The Pickleball group had a working bee where they installed wind fencing along the North fence of the Tennis courts.

Skate Park Association

- The group is still meeting monthly. They have applied for multiple grants, and are continuing to offer their services in the community. The goal is to have the groundbreaking for the park in 2023, but it is likely it will begin in 2024.





Claresholm



Utility Services Report September 2022



Utility Services Manager

Brad Burns

3700 8th Street West brad.burns@claresholm.ca
Box 1000 TOL-0T0 Cell # 1-403-625-1687
Claresholm, Alberta

Regional Water Treatment Plant

Maintenance

- Schedule 3 treated water quality limits daily monitoring, measuring and reporting frequency as per approval.
- Distribution free chlorine test taken daily.
- Calibrate lab testing equipment monthly.
- Inspect pumps, VFD's, piping, valves, and gauges daily.
- Check SCADA, electrical components and telemetry equipment daily.
- Check chemical rooms and DAF area equipment and process daily.
- Clean chlorine analyzer and change solutions monthly.
- Test onsite backup generator monthly.
- CIP (clean in place) both racks.
- Flush CIP tanks.
- CORONA electric replace contactor in SULLAIR compressor "B".
- CHAMCO technician SULLAIR compressors reprogram settings.
- MPE technician chlorine feed setpoints and flow meter issues.
- HACH technician chlorine feed system fail to run issue.
- Real UVT calibration.
- BMS boiler hydronic system startup and maintenance.

Alberta Parks and Environment Requirements

- Schedule 3 treated water quality limits daily monitoring, measuring and reporting frequency as per approval.
- Distribution samples for free chlorine residual throughout town continue to be compliant.
- approval in accordance with schedule 2&3.
- Distribution samples for free chlorine residual throughout town continue to be compliant.
- Bacteriological samples within the distribution system showing no Total Coliforms or E coli.
- Cyanobacterial samples sent to Element labs.

Training and Continuing Education Credits

- Online courses available.

Meetings

- Bi-weekly management meetings.
- Monthly onsite safety meetings.
- M.D Willow Creek Service Agreement Meetings as requested.
- Mock disaster pre-workshop.
- ADP time sheet roll out.
- Planning "P" Workshop

Safety

- Check SCBA monthly.
- Check fire extinguishers monthly.
- Monthly Public Works safety meetings.
- Monthly onsite safety meetings.
- Check eyewash and shower stations monthly.
- Test chlorine alarm detector monthly.
- Check Co2 detector monthly.
- Check emergency lighting monthly.
- Complete required hazard assessments.
- Tool box meetings for weekly jobs to be done.
- Fire extinguisher checks all buildings.

Chemical

- Transfer chemicals to day tanks as required.
- Change gas chlorine bottles as required.
- Order and delivery of chemicals as required.
- Return full bottle of gas chlorine to supplier (valve issue).

Pumping Stations and Reservoirs

Highway Pump Station

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

East Side Reservoir (UFA)

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

M.D Willow Creek

Chlorine Booster Station

- Distribution free chlorine and required test taken as per Code of Practice for a Waterworks System Consisting Solely of a Water Distribution System.
- Bacteriological, THM and Lead samples as per AEP code of practice.
- Check building daily and record as per AEP code of practice.
- Clean chlorine line, injection quill and replace pump tube as required.
- MPE technician HMI number settings and battery replacement.

Industrial Airport

- Provide help with the Airport system as per service agreement.

PRV Meter Vault

- Check PRV meter vault operating pressure.

Hamlet of Granum

- Check water supply meter vault, electrical and telemetry equipment.

West Water CO-OP

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

Alberta Parks and Environment Requirements

- Code of Practice treated water quality limits daily monitoring.
- Bacteriological samples within the distribution system showing no Total Coliforms or E coli.
- Distribution samples for free chlorine residual throughout M.D Airport and West Water Co-op continue to be compliant.

Water Distribution

Universal Metering

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

Government Compliance

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

PRV Meter Vaults

- Check acreage PRV vault bi-weekly.

Distribution Lines

- One Bacteriological samples sent to Provincial Health Lab for testing once per week.
- Distribution free chlorine test taken weekly.
- Westrose Ave distribution line bacteriological samples.

Lagoon and Wastewater Collection

Government Compliance

- Code of practice for wastewater systems using a wastewater lagoon daily monitoring requirement.
- Pre-release and lagoon release samples sent to Element Labs.

Harvest Square Lift Station

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

Lagoons

- Check lift station daily.
- Check SCADA, electrical components and telemetry equipment daily.
- Test onsite backup generator monthly.
- Inspect piping, vales and gauges daily.
- Draining Lagoon Clearwater Holding Cell.

Raw Water Supply

Pine Coulee Reservoir

- Chain Lakes Reservoir **97.10** % level **1296.98** geodetic meters, **13995.61 (dam3)**.
- Pine Coulee Diversion Head Pond above Head Gates **1050.75 m3**.
- Pine Coulee Diversion Canal below head gates flowing into reservoir at **0.00 m3/s**.
- Pine Coulee Reservoir level **45.92** % **1046.30** geodetic meters, **23236.70 (dam3)**

Pine Coulee Supply Line

- Visually check supply line valve, hydrants air release valves, vaults bi-weekly.

Raw Water Storage Reservoir

- Schedule 2 raw water daily monitoring, measuring and reporting frequency as per approval.
- Onsite raw water reservoir **6412** mm **91** %
- Check blowers to lake daily.

Golf Course

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



INFORMATION BRIEF

Meeting: September 26, 2022

Agenda Item: 15

COUNCIL RESOLUTION STATUS

Regular Scheduled Meeting - September 12, 2022				
1	BYLAW #1748 - Moved by Councillor Schlossberger to give Bylaw #1748, the Designated Officers Bylaw, 1st Reading. CARRIED	Abe	Bylaw 1748 is on the Sept. 26th Agenda for 2nd and 3rd Readings	Complete
2	BYLAW #1749 - Moved by Councillor Kettles to give Bylaw #1749, the Bylaw Officer Bylaw, 1st Reading. CARRIED	Abe	Bylaw 1749 is on the Sept. 26th Agenda for 2nd and 3rd Readings	Complete
6	CORRES: Minister of Justice - Moved by Councillor Kettles to send Mayor Petrovic and Councillor Meister to attend the engagement opportunity regarding Alberta's ongoing consideration of re-establishing a provincial police service with the Minister of Justice and Solicitor General in Lethbridge on September 27th, 2022. CARRIED MOTION #22-118	Karine	Registration for both attendees completed	Complete
11	CORRES: The Terry Fox Run - Deputy Mayor Kettles will attend in Mayor Petrovic's place and bring regards from the Town of Claresholm.	Karine	Organizers have been notified	Complete
13	CORRES: Claresholm Thunder Alumni Committee - Moved by Councillor Schlossberger to donate up to 20 hours of ice time as well as use of the mezzanine to the Claresholm Thunder Alumni Committee from March 24-26, 2023 for a fundraising hockey tournament at the Claresholm Arena. CARRIED MOTION #22-119	Mike/Denise	The organization has been notified and the dates have been booked on the arena calendar	Complete
14	RFD: ATCO Franchise Fee - Moved by Councillor Carlson to keep the Franchise Fee Rate with ATCO the same at 10% for 2023. CARRIED MOTION #22-120	Blair	No action required	Complete
15	RFD: Claresholm Housing Authority - Moved by Councillor Carlson to provide a letter of support to the Claresholm Housing Authority and Alberta Seniors and Housing in support of removing the Town of Claresholm from the Claresholm Housing Authority's Ministerial Order for the purpose of allowing the Claresholm Housing Authority autonomy in appointing and recruiting board members. CARRIED MOTION #22-121	Karine	Letter sent	Complete
16	RFD: 2022 Centennial Park Campground Closure - Moved by Councillor Cutler to approve seasonal closure of the Centennial Park Campground on October 11, 2022. CARRIED MOTION #22-122	Mike	No action required	Complete
20a	IN CAMERA: Confidential Evaluations - Moved by Councillor Meister to appoint E.M. (Mich) Forster to the Claresholm Museum Board. CARRIED MOTION #22-123	Karine	Email sent, committee listing updated	Complete

PREPARED BY: Karine Keys, CLGM, Finance Assistant

APPROVED BY: Abe Tinney, CAO

DATE: September 23, 2022

INFORMATION ITEMS

MINUTES

In attendance: Earl Hemmaway, Joanna Ridley, Kendall Schille, Donna Meister, Jay Sawatsky, Ashley Tebbutt, Tony Hamlyn

1: Call to Order

5:02 Tony Hamlyn

No additions or deletions

2: APPROVAL OF AGENDA

Brad Schlossberger makes a motion to approve agenda

Carried

3: APPROVAL OF MINUTES

3.1 Regular Meeting Minutes from May 17, 2022

Earl Hemmaway makes a motion to approve minutes

Carried

4: CORRESPONDENCE

4.1 From Chinook Arch re Funding Opportunity (see new business)

- Two grant funding programs from Alberta Blue Cross
- Applications for up to \$3,000
- Jay would use funds for hiring someone to help seniors with computer tech etc.

ACTION - Kelsey will start an application with Tony's assistance

4.2 From Jason Hemmaway re AED/CPR and Naloxone (see old business)

- Need training for AED
- Formal training not required but training recommended to help increase understanding and generate discussion - Brad will email Jason

4.3 From AHS re Naloxone (see old business)

- Kendall doesn't feel we should be a distribution site - the nasal spray a good idea
- Eliminates concern of handing out injections
- St. John training for nasal spray
- Jason mentioned if we have it on site need to post it on the board, advertisement
- As there is a park nearby, should someone there need assistance?
- Will wait until next meeting for more details on the whole situation **TABLED**

MINUTES

5: FINANCIAL

5.1 Financial report for end of May

- People are renewing memberships at a higher rate as we weren't open at this time last year
- Lights all repaired, Trevor Gillespie and team were efficient

Kendall Schille makes motion to accept financials as presented

Carried

6: REPORTS

6.1 Library Manager's report

- Summer Reads - July 6 - August 24
- Town approached library to purchase sporting equipment to rent out
 - Includes life jackets, ball gloves, pickle ball, soccer, football etc.
 - VR starts Friday afternoons in July
 - West Meadow library tour June 15
 - Roku TV from circulation desk to foyer
 - Town asked Library to partner with them on the Alberta Air Tour August 27
 - Maybe a good opportunity to utilize VR there

6.2 Chinook Arch Library Board Meeting Report from April 7, 2022

- As of today, people can start to renew online

Joanna Ridley makes a motion to accept reports as accepted

Carried

7: NEW BUSINESS

7.1 Town Council Meeting and Presentation

- Jay made a document to go to a town meeting and present on what is going on with the library
- Sept. 19 meeting is ideal, then board can discuss meeting afterwards

7.2 Funding Opportunity

- Covered above

7.3 Section with John's name/volunteer corner

MINUTES

- Recognizing a volunteer a month/quarter
 - Have a decorator volunteer their time to create the corner, make it look nice
- Nice to do a rotation for the volunteers to feel celebrated
- Prizes - take a selfie at the volunteer corner, win a prize
- Keurig
- Earl feels it's a slippery slope to put people's names up

- ACTION Jay put some numbers together re Jay and staff raises**
- With Tanner going to school, is it a good idea to hire now?
- Jay will tell him to give an overlap so staff can go on vacation

8: OLD BUSINESS:

- 8.1 AED/CPR Training
 - Covered above
- 8.2 Naloxone supplies and training / draft policy per this item
 - Covered above and tabled to next meeting

9: CLOSED SESSION (if required)

N/A

10: ADJOURNMENT

5:40 pm

Next Meeting: September 20, 2022 at 5 pm

Willow Creek Regional Waste Management Services Commission
Box 2820 Claresholm, Alberta T0L 0T0
Phone: 403-687-2603
Fax: 403-687-2606

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility
June 15, 2022 at 10:00 A.M.

In attendance: Chair Gord Wolstenholme, Don Norby, Brad Schlossberger and CAO Cheryl Friesen

Absent: John Kroetsch

1. Chair Gord Wolstenholme called the meeting to order at 10:02 A.M.

2. Approval of Agenda

22.44 **Moved by Don Norby** to adopt the agenda as presented.

CARRIED

3. Delegations

No delegations.

4. Approval of Minutes

a) Regular Monthly Meeting May 18, 2022

22.45 **Moved by Brad Schlossberger** to approve the minutes of the May 18, 2022 regular monthly meeting.

CARRIED

5. Financial Information

a) Accounts Payable

CAO Friesen presented the accounts payable in the amount of \$14 168.76.

22.46 **Moved by Don Norby** to approve for payment, the accounts payable in the amount of \$14 168.76.

CARRIED

b) Check Detail May 19, 2022 to June 9, 2022

CAO Friesen presented the members with the check detail from May 19, 2022 to June 9, 2022 in the amount of \$27 672.70.

22.47 **Moved by Brad Schlossberger** to accept the check detail of May 19, 2022 to June 9, 2022 in the amount of \$27 672.70 as presented.

CARRIED

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility
June 15, 2022 at 10:00 A.M.

5. Financial Information cont.

c) Bank Reconciliation May 2022 – Checking & 90 Day Notice Accounts

CAO Friesen presented the members with the reconciliation report for May 2022 for the ATB Financial checking account & 90-day notice account.

22.48 **Moved by Don Norby** to accept the May 2022 reconciliation report for the ATB Financial checking account & 90-day notice account as presented.

CARRIED

d) ATB Financial Bank Statement ending May 31, 2022

CAO Friesen presented the members with the ATB Financial bank statement ending May 31, 2022.

22.49 **Moved by Brad Schlossberger** to accept the ATB Financial bank statement ending May 31, 2022 as presented.

CARRIED

e) Budget vs. Actual Report ending May 31, 2022

CAO Friesen presented the members with the Budget vs. Actual report ending May 31, 2022.

22.50 **Moved by Brad Schlossberger** to accept the Budget vs. Actual report ending May 31, 2022 as presented.

CARRIED

6. New Business

a) Summer Meeting Dates

CAO Friesen explained that the Commission usually does not conduct meetings in the summer unless necessary. Friesen further explained that as NLSS will be constructing a cell, the Commission will need to address accounts payable for that project. As they plan to start in July, Friesen suggested we not meet in July and plan for a regular meeting in August.

22.51 **Moved by Don Norby** that the WCRWMSC not conduct a regular monthly meeting in July and further that the next regular meeting be held on August 17, 2022.

CARRIED

7. Old Business

No old business.

8. Correspondence

No correspondence.

Minutes of the Regular Monthly Meeting of the Landfill Commission held at the Landfill Facility
June 15, 2022 at 10:00 A.M.

9. General Landfill Information

CAO Friesen gave a brief verbal report regarding July 27, 2022 court appearance requirement, NLSS project start-up, 1st Aid training and online WHMIS training.

10. In Camera

22.52 **Moved by Brad Schlossberger** to go In Camera at 10:15 A.M.
CARRIED

22.53 **Moved by Don Norby** to come out of In Camera at 10:19 A.M.
CARRIED

11. Adjournment

Chair Wolstenholme declared the meeting adjourned at 10:19 A.M.

Chairman Gord Wolstenholme

CAO Cheryl Friesen