



AGENDA
TOWN OF PINCHER CREEK
COMMITTEE OF THE WHOLE
Friday, September 3, 2021 AT 12:30 P.M.
962 St. John Avenue, Council Chambers
[Virtual via Zoom](#)

1. **Call to Order**
2. **Agenda Approval**
3. **Scheduled Delegations**
 - 3.1 Garry Cleland – Golf Course/Curling Club Proposal Update – 1:00 pm
4. **Committee Reports**
5. **Administration**
 - 5.1 Upcoming Meetings
6. **Business Arising from the Minutes**
7. **Policy**
8. **New Business**
 - 8.1 Oldman Rose Society Lease Agreement
9. **Closed Session**
 - 9.1 Economic Development Strategy Preview – InnoVisions – Natalie Gibson
– FOIP s.24 – 1:30 pm
 - 9.2 Chief Administrative Officer Performance Review – (No RFD) FOIP s. 19
10. **Adjournment**

TOWN OF PINCHER CREEK

REQUEST FOR DECISION

Committee of the Whole

SUBJECT: Oldman Rose Society of Southern Alberta Lease Agreement	
PRESENTED BY: Lisa Goss, Administrative Manager	DATE OF MEETING: 9/3/2021

PURPOSE:

For Committee of the Whole to consider renewal of the lease agreement between the Town of Pincher Creek, the Oldman Rose Society of Southern Alberta and the Pincher Creek Allied Arts Council.

RECOMMENDATION:

That Committee of the Whole for the Town of Pincher Creek authorize and approve the Oldman Rose Society of Southern Alberta Lease Agreement as presented.

BACKGROUND/HISTORY:

The current lease agreement with the Oldman Rose Society of Southern Alberta expired on August 1, 2021. There are no changes to the context of the agreement itself, simply a change of date to extend the agreement for another 5 year term.

ALTERNATIVES:

That Committee of the Whole for the Town of Pincher Creek direct administration to amend the Oldman Rose Society of Southern Alberta Lease Agreement and bring the amendments back to a future Council meeting for consideration.

That Committee of the Whole for the Town of Pincher Creek receive the information regarding the Oldman Rose Society of Southern Alberta Lease Agreement as presented.

IMPLICATIONS/SUPPORT OF PAST STUDIES OR PLANS:

None at this time.

FINANCIAL IMPLICATIONS:

None at this time.

PUBLIC RELATIONS IMPLICATIONS:

The Rose Garden is a valuable asset to the community and its visitors.

ATTACHMENTS:

21.08.25 Oldman Rose Society of Southern Alberta - Lebel Rose Garden - 2715

CONCLUSION/SUMMARY:

Administration supports that Committee of the Whole for the Town of Pincher Creek authorize and approve the Oldman Rose Society of Southern Alberta Lease Agreement as presented.

Signatures:

Department Head:

Lisa Goss

CAO:

Laurie Wilgosh



THIS AGREEMENT made this _____ day of _____, A.D., ~~2021~~2021~~16~~

BETWEEN

THE TOWN OF PINCHER CREEK
In the Province of Alberta
(Hereinafter referred to as the "Town")

-and-

OLDMAN ROSE SOCIETY OF SOUTHERN ALBERTA
(Hereinafter referred to as the "Rose Society")

OF THE FIRST PART

-and-

PINCHER CREEK ALLIED ARTS COUNCIL
(Hereinafter referred to as the "Allied Arts Council")

OF THE SECOND PART

WHEREAS the Town has leased Lots 235-238, Plan 460 B, Lebel Mansion and grounds to the Allied Arts Council.

AND WHEREAS the Rose Society would like to develop a Heritage Rose Garden on the Lebel Mansion grounds.

AND WHEREAS the Town and the Allied Arts Council are in agreement with the development of the Rose Garden as per Schedule A.

THEREFORE WITNESS THAT the above parties wish to enter into an agreement to allow for the development and maintenance of the Rose Gardens according to the following terms and conditions:

1. That the terms and conditions of this agreement shall be in effect upon signing and continue thereafter for a term of five (5) years.
2. This Agreement may be amended by any party giving notice on or before May 1 of any year.
3. That the Town of Pincher Creek may terminate the agreement with ninety (90) days notice to the Allied Arts Council and the Rose Society, should they decide to develop or sell the property.
4. That the development of the Rose Garden and any damages to the property be at the expense of the Rose Society.
5. That the design of the Rose Garden allow for barrier free access.
6. That the Rose Society shall be responsible for the pruning, fertilizing and watering of the Rose Garden.

7. That the Allied Arts Council shall ensure a supply of water is provided from the Lebel Mansion to the Rose Garden.
8. That the Allied Arts Council and Rose Society will be responsible for the maintenance and repair of the irrigation and for the start-up and shutdown of the system.
9. Should any roses or plants in the garden become vandalized, unsightly or diseased that they will be removed by the Rose Society without compensation from the Town.
10. Any improvement of the Rose Garden that is not properly maintained or becomes unsafe in the opinion of the Town Director of Operations shall be removed by the Director or designate after the Rose Society has been notified of the concern and without compensation to the Rose Society.
11. That the Rose Society shall be responsible to carry their own insurance for any improvement of the Rose Garden that they deem necessary. They agree to save harmless the Town and the Allied Arts Council for any damages, costs, claims suits or actions which the Rose Society may be liable for as a result of the occupation or use of the property or any building or structure.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Town of Pincher Creek

Date: _____

Pincher Creek Allied Arts Council

Date: _____

Oldman Rose Society of Southern Alberta

Date: _____

