

# Agenda

Call to Order

# National Anthem

- 1.0 Additions to the Agenda
- 2.0 Adoption of Agenda
- 3.0 Corrections or Amendments:
  - 3.1. June 24, 2015, Regular Meeting of Council Minutes

3-10

- 4.0 Adoption of:
  - 4.1. June 24, 2015, Regular Meeting of Council Minutes
- 5.0 Delegations
  - 5.1. Member of Parliament Jim Eglinski, Yellowhead
  - 5.2. S/Sgt. Malcolm Callihoo RCMP May June Report
- 6.0 Public Time

7.0	Decision Items		Pages	Pages 11-148	
_	7.1. Councillor Shular		Fortis Franchise Fee Agreement	11-51	
_	7.2.	Councillor Bossert	Community School Resource Officer	52	
-	7.3.	Councillor Nadeau	Policy A-14-15, Not-for-Profit Annual	53-54	
			Fundraisers –First Right of Refusal		
_	7.4.	Councillor Long	Library Board Appointment – Member at Large	55-56	
_	7.5.	Councillor Shular	Lockdown Policy A-06-15	57-75	
_	7.6.	Councillor Bossert	Admission Standard and Swimming	76-77	
_			Competency Policy RC-01-15		
_	7.7.	Councillor Nadeau	Total Works HSG Fitness Centre Report	78-148	

8.0	Information Items		Pages 149-177
_	8.1.	Brazeau Seniors Foundation May Minutes	150-154
_	8.2.	Yellowhead Regional Library Board Meeting Minutes – March 2015	155-159
_	8.3.	Legacy Project Meeting Notes – June 2015	160-161
_	8.4.	STAR Catholic News Release	162

8.5.	RCMP Stats – May-June 2015	163-176
8.6.	Letter of Intent – FCM International Program	177

# 9.0 Department Reports

9.1.	Planning & Development	Martine Cook
9.2.	Engineering, Transportation, & Sustainability	Ron Fraser
9.3.	Community Services & FCSS	Annette Driessen
9.4.	Protective Services	Tom Thomson
9.5.	Administration	
	<ul> <li>Legislative Services</li> </ul>	Chandra Dyck
	<ul> <li>Economic Development, Communications and Marketing and Information Services</li> </ul>	Nesen Naidoo
	CAO Report	Manny Deol

# 10.0 Council Reports

Council (Coports
10.1. Councillor Wheeler
10.2. Councillor Bossert
10.3. Councillor Nadeau
10.4. Councillor Long
10.5. Councillor Shular
10.6. Mayor McLean

# 11.0 Adjournment



# Meeting Minutes

# **THOSE PRESENT:**

Mayor McLean
Deputy Mayor Shular
Councillor Long
Councillor Bossert
Councillor Wheeler
Councillor Nadeau
Nesen Naidoo, Assistant Town Manager
Annette Driessen, Director of Community

Services
Tom Thomson, Director of Emergency
Services

Ron Fraser, Director of Engineering & Planning

Jenn Martin, Planning & Development
Officer

Chandra Dyck, Legislative Services
Coordinator

Rita Bijeau, Executive Assistant Jason Thompson, Audio/Video Cathy Weetman, Drayton Valley Western

Review
Cassandra Jodoin, CIBW Radio
Members of the Public

#### **ABSENT:**

Manny Deol, Town Manager Councillor Fredrickson

# **CALL TO ORDER**

Mayor McLean called the meeting to order at 9:03 a.m.

# 1.0 Additions to the Agenda

There were no additions to the June 24, 2015, Regular Meeting of Council Agenda.

#### 2.0 Adoption of Agenda

#### **RESOLUTION # 164/15**

Councillor Shular moved to adopt the Agenda for the June 24, 2015, Regular Meeting of Council as presented.

#### **CARRIED UNANIMOUSLY**

# 3.0 Corrections or Amendments:

3.1. <u>June 3, 2015, Regular Meeting of Council Minutes</u>
Councillor Bossert advised of an error in the year in Item 9.3 regarding the time when the sewer line was replaced.

#### 4.0 Adoption of:

4.1. June 3, 2015, Regular Meeting of Council Minutes

#### **RESOLUTION #165/15**

Councillor Bossert moved to adopt the Minutes of the June 3, 2015, Regular Meeting of Council as amended.

#### **CARRIED UNANIMOUSLY**

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#### 5.0 Community Spotlight

# 5.1. Alberta Genealogical Society

Connie Stuhl, President of the Drayton Valley branch of the Alberta Genealogical Society, informed Council of the activities of the organization. This includes hosting workshops to educate people on research tools, recording historical content for publishing, and touring local cemeteries. Additional information is available on the Alberta Genealogical Society website under the Drayton Valley Branch, <a href="http://www.abgenealogy.ca/drayton-valley-branch">http://www.abgenealogy.ca/drayton-valley-branch</a>. Ms. Stuhl also commented on the state that some headstones are in at the Anglican Cemetery. Council advised that all the cemeteries are under review in developing a plan for maintenance and expansion.

Councillor Shular advised Ms. Stuhl of the upcoming Legacy Project the Town will be undertaking to preserve the history of the community. This project will include digitizing the editions of the local paper as well as recording local stories and the Town will be looking for partners in this project.

Mayor McLean thanked Ms. Stuhl for the information.

## 6.0 Delegations

#### 6.1. The Max Centre

Wayne Tourneur informed Council of past activities and history of the Max Centre, adding that the facility receives no funding from Wild Rose School Division. The Centre has an application into the Province for a grant to renovate the facility and is requesting support from the Town towards generating the matching funds for the CIP Grant (request of \$35,956.00). The facility will continue to provide a place for youth at cost, the local Rotary youth group is eager to be involved with the Centre, and programming for the community in the evening. Mayor McLean thanked Mr. Tourneur for the information and advised that Administration and Council will be reviewing the request.

# 6.2. Bylaw Officer Statistics

Pam Balke provided Council with an update on the Bylaw Statistics and Automated Traffic Enforcement. There were 855 warnings delivered during the warning period. There were some individuals who were captured by camera multiple times for infractions; these individuals received one ticket and warnings for the other infractions. Ms. Balke also informed Council of statistics generated for speeds along 55 Avenue, reporting that on average the speed is 42 km/hr and that the most extreme recorded speed was 130km/hr. Ms. Balke has noticed a reduction in the speed of traffic in the past couple months.

Ms. Balke outlined some of the other duties she performs on a regular basis and Councillor Wheeler inquired as to the type of complaints received regarding boarding houses. Ms. Balke advised that the complaints are mostly pertaining to limited parking as some rental properties are being rented by the room; boarding houses are prohibited.

Mayor McLean thanked Ms. Balke for the report and explained that the implementation of automated traffic enforcement was a decision based, in part, on

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concerns voiced from residents and expressed appreciation that the operation is resulting in people slowing down.

# 6.3. Humans Helping Humans, Shake it Up Drayton Valley

Hack Hamdon provided Council with an update on the status of the 2015 build and advised that Humans Helping Humans is accepting applications for potential homeowners. With the new changes to the homeowner warranty requirements Humans Helping Humans had experienced trouble finding a solution. However CK Homes has offered to take on the liability of the warranty allowing for construction to begin as soon as possible at 5041 and 5039-45 Street. The construction may include closing a part of the street for a short period of time to allow for some prebuilding of the project. This is also a way to incorporate youth volunteers as they are not permitted on the work site.

Mr. Hamdon informed Council of a new fundraising concept for Humans Helping Humans loosely based on the "Dancing with the Stars" TV Show. "Shakin' in Drayton" will feature prominent members of our community, including Mayor McLean and Mr. Hamdon, preforming dance routines.

Mayor McLean thanked Mr. Hamdon for the information and commended Humans Helping Humans for its excellent work in the community.

Ms. Martin exited the meeting at 9:50 a.m.

#### 7.0 Public Time

Mayor McLean opened the meeting up for comments from the floor. There were no comments.

# 8.0 <u>Decision Items</u>

#### 8.1. False Alarm Bylaw 2015/09/P

Councillor Bossert explained that with advances in technology, businesses and local residents have been able to protect their property better by using many forms of security-type systems. The implementation of this Bylaw will allow emergency services to issue tickets for repeat false alarm incidents thereby reducing the number of calls and burden on our tax payers as this will encourage residents to be more responsible for their false alarm incidents. Chief Thomson added that this Bylaw allows for all emergency services to issue invoices for false alarms as currently only the Fire Department has that ability.

# **RESOLUTION #166/15**

Councillor Bossert moved that Council give First Reading to Bylaw 2015/09/P, the False Alarm Bylaw.

#### **CARRIED UNANIMOUSLY**

Mayor McLean called a break at 10:02 a.m. Mayor McLean reconvened the meeting at 10:24 a.m.

# 8.2. Community Standards Bylaw 2015/08/P

Councillor Nadeau advised that the current Nuisance Bylaw from 1986 does not accurately reflect the type of community we wish to maintain and is limited in scope. The proposed Community Standards Bylaw will establish a means to

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regulate, control, and abate nuisances and dangerous or unsightly premises within the Town. Administration will receive public feedback prior to bringing the Bylaw back for Second and Third Readings. Mayor McLean advised that there is a repeat of the definition for sidewalk. Councillor Long requested that Administration develop highlights of the key items in the Bylaw to be made available to the public.

#### **RESOLUTION #167/15**

Councillor Nadeau moved that Council give First Reading to Bylaw 2015/08/P, Community Standards Bylaw.

#### CARRIED UNANIMOUSLY

#### 8.3. Repealing Bylaw 2015/12/A

Councillor Long explained that Administration has reviewed current Bylaws and is recommending that Bylaws 95-01, 96-19, 97-07, 2001/15/D, 2006/13/D, 2007/06/D, 2007/07/D, and 2007/27/D be repealed.

#### **RESOLUTION #168/15**

Councillor Long moved that Council give First Reading to Bylaw 2015/12/A.

#### **CARRIED UNANIMOUSLY**

#### **RESOLUTION #169/15**

Councillor Long moved that Council give Second Reading to Bylaw 2015/12/A.

#### **CARRIED UNANIMOUSLY**

#### **RESOLUTION #170/15**

Councillor Long moved that Council consider giving Third and Final Reading to Bylaw 2015/12/A.

#### CARRIED UNANIMOUSLY

#### RESOLUTION #171/15

Councillor Long moved that Council give Third and Final Reading to Bylaw 2015/12/A.

# **CARRIED UNANIMOUSLY**

# 8.4. Push Notification Policy A-09-15

Councillor Shular declared himself to be in conflict for pecuniary reasons and exited the meeting at 10:31 a.m.

Councillor Wheeler explained that Administration has been asked to develop a Policy on utilizing push notifications via the Town App. Administration is recommending that push notifications be utilized in cases of an event considered an emergency and which affects a large portion of the population.

Mr. Naidoo advised that Administration is requesting further time to explore options with a partner in the project.

#### **RESOLUTION #172/15**

Councillor Long moved to table the decision on the Push Notification Policy, A-09-15 until a future meeting.

#### CARRIED UNANIMOUSLY

Councillor Shular returned to the meeting at 10:33 a.m.

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#### 8.5. Appointment of Weed Inspectors

Councillor Shular advised that Town Council is being asked to approve the Weed Inspectors as per the *Alberta Weed Control Act* Section 7(1) and 9, and the Agreement for weed inspection services between Brazeau County and the Town of Drayton Valley.

#### **RESOLUTION #173/15**

Councillor Shular moved that Council appoint Lisa Rabel, Tara McGinn and Natalie LaForest as the Weed Inspectors for the Town of Drayton Valley for 2015, as per the *Alberta Weed Control Act*.

#### CARRIED UNANIMOUSLY

8.6. Policy for Early Childhood Development Centre CS-01-15
Councillor Bossert explained that each year the Childcare Operational Board presents to Council for approval any new or revised policies for the Early Childhood Development Centre.

#### **RESOLUTION #174/15**

Councillor Bossert moved that Town Council approve the new Priority Placement of Children Policy, CS-01-05 for the Early Childhood Development Centre, as presented.

# **CARRIED UNANIMOUSLY**

- 8.7. Policies for Drayton Valley Family Day Home Agency CS-02-15 through CS-03-15 Councillor Nadeau explained that each year the Childcare Operational Board presents to Council for approval any new or revised policies for the Family Day Home Agency. The following policies are either new to the Family Day Home Agency or have seen significant revisions, and are being presented to Council for approval.
  - Administrative Records Policy for Children
  - Backup Care
  - Caseloads and Monitoring
  - Communicable Disease and Health
  - Enrolment Policy
  - Fees for Service
  - Home and Safety Checklists

- Hours of Care
- Incident and Investigation Procedures
- Medication Policy
- Parent Involvement Policy
- Performance Appraisal
- Provider Training
- Provider Termination

# **RESOLUTION #175/15**

Councillor Nadeau moved that Town Council approve the new and revised Policies for the Family Day Home Agency, as presented.

#### CARRIED UNANIMOUSLY

8.8. Extension of Subdivision of DV/13/05, Westview Industrial Park

Mayor McLean declared himself to be in conflict for pecuniary reasons, called Deputy Mayor Shular to chair the meeting, and exited the meeting at 10:38 a.m.

Councillor Long advised that on June 11, 2013, Council approved a subdivision of 4 industrial lots from the remaining parcel as phase 2B of the Westview Industrial Park within the lands legally described as NE 18-49-7-W5M, all conditions have been met. However the subdivision has not yet required registration. The applicant has received an extension of one year on July 16, 2014, Regular Meeting of Council and is requesting another extension of one year until June 11, 2016. Administration is recommending that the applicant be given an additional

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one year for completion of the subdivision with no further extension, in keeping with previous resolutions of Council wherein extensions were limited to 2 per application. Ms. Dyck added that Administration will be looking at establishing best practices to mitigate the need for extensions in the future.

#### **RESOLUTION #176/15**

Councillor Long moved that Council grant the one year extension for Subdivision Application DV/13/05 to June 11, 2016, with no further extensions.

#### **CARRIED UNANIMOUSLY**

Mayor McLean resumed chairing the meeting at 10:42 a.m.

## 9.0 Information Items

- 9.1. May 2015 Economic Development Report, Councillor Fredrickson
- 9.2. April 2015 Brazeau Seniors Foundation Board Minutes
- 9.3. March 2015 Pembina Physician Recruitment and Retention Committee Board Minutes
- 9.4. Drayton Valley/Brazeau County Fire Services April 2015 Statistics
- 9.5. Drayton Valley/Brazeau County Fire Services May 2015 Statistics

#### **RESOLUTION #177/15**

Councillor Nadeau moved that Council accept the above items as information.

#### **CARRIED UNANIMOUSLY**

## 10.0 <u>Department Reports</u>

# 10.1. Planning & Development

Ms. Martin was absent from the meeting.

# 10.2. Engineering & Transportation

Mr. Fraser provided Council with a report on Engineering and Transportation adding that the Beckett Road extension is nearing completion.

#### 10.3. Community Services, FCSS & Sustainability

Ms. Driessen provided the following information:

- RESP presentation this evening at Rotary House
- Ball Hockey Tournament at the Omniplex during the summer months
- Park Valley Pool has a free swim every Friday night, sponsored by Tim Hortons. Operator course for boats available at the pool
- There will be a showcase on the National Life Guard Program on July 10
- Canada Day Celebrations will be at the Omniplex this year
- Currently recruiting for a Fitness Manager
- Introduced Danette Moule as Sustainability Coordinator, whose position will now fall under the Engineering Department

# 10.4. Protective Services

Mr. Thomson provided a report on the stats for April and May for the Fire Department with April having 34 calls and 42 calls during the month of May. Mr. Thomson advised that the two kids' camps are both sold out and they are planning a Youth Adventure Camp for youth ages 13-16 on July 22-23<sup>rd</sup> of this year; this is the first year for this program which is being run on a trail basis.

Councillor Bossert asked if the Fire Department assists with all the STARS landings. Chief Thomson explained not every landing would need assistance as it depends on the weather, wind conditions, and time of day. Councillor Bossert also inquired regarding the stats being 65% in the County and if that is a true reflection. Mr. Thomson advised that the statistics presented are compiled based on the entire department, including calls received by Lodgepole and Breton. If he were to isolate the calls more specifically it would be closer to a 50/50 ratio.

Councillor Nadeau inquired into the loud bang that was reported during the week of June 13<sup>th</sup>. Mr. Thomson advised that the sound was probably a transformer short circuiting, which results in a loud bang.

#### 10.5. Administration

- <u>Legislative Services</u>
   Ms. Dyck had nothing to report.
- <u>Economic Development, Communications and Marketing, Information Services</u>

Mr. Naidoo provided Council an update on recent meetings as well as the following:

- FCM presented an award to the Town for work in Nicaragua. He also attended the program closing in Ottawa where news was shared that they received funding for another 5 year program. Drayton Valley participation will be discussed at upcoming meetings.
- The Town App now has 754 downloads and is entering into Phase 2
  of development which includes a "Report a Problem" feature and a
  business directory. The business directory is built based on the
  Business License database.
- The Annual Report is ready and will be distributed by the end of next week.
- CAO Report

Mr. Deol was absent from this meeting.

#### 11.0 Council Reports

#### 11.1. Councillor Shular

- June 4-7<sup>th</sup> FCM Conference was very good
- Brazeau Seniors Foundation Renovated section is now complete and people will be moving into the newly renovated rooms, which are slightly larger than the standard room at the lodge. Priority will be given to individuals who require assistance. Loan taken out for the expansion of the wing should be paid in full.
- Legacy Project Phase I will be to capture the newspaper editions digitally, Phase II includes the digital capturing of stories of Drayton Valley and the history citizens have. Next meeting September 10, 2015, in the evening; further details will be advertised.

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#### 11.2. Councillor Wheeler

- June 4-7<sup>th</sup> FCM Conference
- Attended an excellent Open House for the Early Childhood Development Centre
- Beehive AGM
- Primary Care Network Grand Opening
- Pembina Physicians Recruitment and Retention Committee Meeting

# 11.3. Councillor Bossert

- RCMP Open House
- Cut the ribbon on new street sweeper
- June 4-7<sup>th</sup> FCM Conference in Edmonton
- Mat Program is running twice a week
- June 11<sup>th</sup> Community Foundation Meeting
- June 12<sup>th</sup> Wildrose School Division Long Service Award and Retirement Dinner
- Grand Opening Primary Care Network

#### 11.4. Councillor Nadeau

- Communities in Bloom event on August 27<sup>th</sup> at the Omniplex, which is highlighting "Footloose", sponsored by ConocoPhillips at the Omniplex
- Strategic Planning Meetings
- Economic Development Committee
- Drayton Valley Neptunes, parents, and volunteers did a great job organizing the swim meet during June 20<sup>th</sup> weekend

#### 11.5. Councillor Long

- June 9<sup>th</sup> Library Board Meeting
- Legacy Project
- Economic Development

# 11.6. Mayor McLean

- June 4<sup>th</sup> presentation of an award from FCM International to acknowledge our involvement in the program for 18 years
- June 4-7<sup>th</sup> FCM Conference
- June 10<sup>th</sup> Weyerhaeuser
- June 15<sup>th</sup> Throne Speech in Edmonton
- June 18<sup>th</sup> Mayors' Caucus Meetings

#### 12.0 Adjournment

#### **RESOLUTION # 178/15**

Councillor Shular moved that Council adjourn the June 24, 2015, Regular Meeting of Council at 11:43 a.m.

#### **CARRIED UNANIMOUSLY**

MAYOR	ASSISTANT	CHIEF	ADMINISTRATIVE
	OFFICER		

AGENDA ITEM:	Proposed Bylaw 2015/11/F – FortisAlberta Electrical Distribution System Franchise Agreement
Department:	Administration
Presented by:	Councillor Shular
Support Staff:	Ron Fraser

#### **BACKGROUND:**

The existing 10 year Franchise Agreement (Bylaw 2006/35/F) to allow FortisAlberta exclusive right to deliver electricity within the Town of Drayton Valley is set to expire December 31, 2016.

In 2012, the Alberta Utilities Commission (AUC) gave approval to FortisAlberta to apply a new Franchise Agreement Template. This template was negotiated and approved by the AUMA. FortisAlberta now wishes to renew their Agreement with the Town of Drayton Valley using the new template.

Administration has reviewed the Aagreement, and recommends its approval, to replace the previous Agreement, for a 10 year term, with options to extend for up to two 5 year increments.

Administration recommends increasing the franchise fee from 8% to 10%, the additional fees to provide funding to support clean energy initiatives in the Community Sustainability Plan.

#### **RECOMMENDATION:**

Council give first reading to Fortis Electrical Distribution System Franchise Agreement Bylaw 2015/11/F which authorizes the new franchise agreement with FortisAlberta, with a franchise fee rate of 10%.



BYLAW NO. 2015/11/F

Name of Bylaw: Fortis Electric Distribution System Franchise Agreement Bylaw

BEING A BYLAW OF THE TOWN OF DRAYTON VALLEY TO AUTHORIZE THE MAYOR AND THE TOWN MANAGER TO ENTER INTO AN AGREEMENT GRANTING FORTISALBERTA INC. (HEREINAFTER REFERRED TO AS THE "COMPANY"), THE RIGHT TO PROVIDE DISTRIBUTION ACCESS SERVICES WITHIN THE TOWN OF DRAYTON VALLEY.

**WHEREAS** pursuant to the provisions of the *Municipal Government Act*, R.S.A. 2000 c. M-26, as amended (hereinafter referred to as the "Act"), the Town of Drayton Valley desires to grant and the Company desires to obtain, an exclusive franchise to provide distribution access services within the Town of Drayton Valley 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;

**AND WHEREAS** the Council of the Town of Drayton Valley and the Company have agreed to enter into an Electric Distribution System Franchise Agreement (hereinafter referred to as the "Agreement"), in the form annexed hereto;

**AND WHEREAS** it is deemed that the Agreement would be to the general benefit of the consumers within the Town of Drayton Valley.

**NOW THEREFORE** the Council of the Town of Drayton Valley, duly assembled, hereby enacts as follows:

#### TITLE

1. This Bylaw may be cited as the "Fortis Electric Distribution System Franchise Agreement Bylaw" of the Town of Drayton Valley.

#### **PURPOSE**

- 2. The Electric Distribution System Franchise Agreement, a copy of which is attached hereto as Schedule "A" and forms part of this Bylaw, be and the same is hereby ratified, confirmed and approved, and the Mayor and Town Manager are hereby authorized to enter into the Electric Distribution System Franchise Agreement for and on behalf of the Town of Drayton Valley, and the Town Manager is hereby authorized to affix thereto the corporate seal of the Town of Drayton Valley.
- 3. Council consents to the exercise by the Company within the Town of Drayton Valley of any of the powers given to the Company by the *Water, Gas and Electric Companies Act*, R.S.A. 2000 c. W-4, as amended.

#### **INTERPRETATION**

- 4. Words used in the singular include the plural and vice-versa.
- 5. When a word is used in the masculine or feminine it will refer to either gender.
- 6. Words used in the present tense include the other tenses and derivative forms.

#### **SEVERABILITY**

7. If any provision of this Bylaw is held be invalid by a court of competent jurisdiction, that decision will not affect the validity of the remaining provisions of the Bylaw.

**AND 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.

date of third reading hereof. Read a first time this \_\_\_\_\_, 2015, A. D. MAYOR TOWN MANAGER Read a second time this \_\_\_\_\_\_, 2015, A. D. MAYOR **TOWN MANAGER** Read a third and final time this \_\_\_\_\_ day of \_\_\_\_\_\_, 2015, A. D. MAYOR TOWN MANAGER

AND THAT this Bylaw shall rescind Bylaw No. 2006/35/F of the Town of Drayton Valley after the

Bylaw Number 2015/11/F Page 3 of 40

# **SCHEDULE "A"**

# Electric Distribution System Franchise Agreement Between the Town of Drayton Valley and Fortis Alberta Inc.

# **ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

# **BETWEEN**

# **TOWN OF DRAYTON VALLEY**

- AND -

FORTISALBERTA INC.

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#### **ELECTRIC DISTRIBUTION SYSTEM FRANCHISE AGREEMENT**

THIS AGREEMENT made effective the 1<sup>st</sup> day of January, 2016.

**BETWEEN:** 

TOWN OF DRAYTON VALLEY,
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;
- "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 Companyowned 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;
- "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);

- "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) 1<sup>ST</sup> day of January, 2016 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 2015/11/F

#### 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 (1<sup>st</sup>) 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.

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- 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:

- 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 (1<sup>st</sup>) calendar year of the Term of this Agreement, the franchise fee percentage shall be 10 percent (10%).

By no later than September first (1<sup>st</sup>) 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  $(1^{st})$  of the following calendar year, then the Municipality shall, no later than November first  $(1^{st})$  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 (1<sup>st</sup>) of the immediately preceding year for a January first (1<sup>st</sup>) implementation, or at any other time with respect to a franchise fee change that will be implemented after January first (1<sup>st</sup>) 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 (1<sup>st</sup>) of the following calendar year, then the Municipality shall, no later than November first (1<sup>st</sup>) 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 (1<sup>st</sup>) of the immediately preceding year for a January first (1<sup>st</sup>) implementation, or at any other time with respect to a franchise fee cap change that will be implemented for January first (1<sup>st</sup>) 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.

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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:

- 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.

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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

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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

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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

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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:

- 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.

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# 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.

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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

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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: 360 Carleton Drive Facsimile: (780) 418-4350

Attention: Nicole Smith, 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 Drayton Valley

Address: 5120 52nd Street Drayton Valley, AB T7A 1A1

Facsimile: (780) 542-5753

Attention: Mr. Manny Deol, Town Manager

- 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 (7<sup>th</sup>) 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 (7<sup>th</sup>) day following the date on which normal service is restored; or

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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;
- 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. Glenn McLean	
	Title: Mayor	
PER: _		
	Name: Mr. Manny Deol	
	Title: Town Manager	
		(Bylaw attached)
FORT	ISALBERTA INC.	
PER: _		
	Name: Mike Pashak	
	Title: Vice President of Cus	stomer 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:

- 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;
  - 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.
- 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) <u>Lights-out Patrols:</u> On a monthly basis, during the time period of September 15<sup>th</sup> to May 15<sup>th</sup>, 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) <u>Lights-out</u>: 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
    - 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) <u>Underground Breaks:</u> 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 15<sup>th</sup> to September 15<sup>th</sup> will be repaired (underground) by October 31<sup>st</sup> of the current summer construction period. A permanent repair will be made by October 31<sup>st</sup> of the next year if the outage is identified between the winter months of September 15<sup>th</sup> to April 15<sup>th</sup>.
  - d) <u>Street light Painting:</u> 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) <u>Street light Pole Test Program:</u> 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 31<sup>st</sup> of the next summer maintenance season.
- f) <u>Street light Patrols</u>: 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.

	SECTION 7.0
AGENDA ITEM: 7.2	Community School Resource Officer
Department:	Emergency Services
Presented by:	Councillor Bossert
Support Staff:	Nesen Naidoo

## **BACKGROUND:**

The Town of Drayton Valley, Brazeau County, Drayton Valley RCMP, and Wild Rose School Division have been collaborating to develop an agreement which will allow for an RCMP member to be dedicated to the schools within Drayton Valley; this position would be referred to as the Community School Resource Officer.

Currently, this position is budgeted for, however there is an anticipated shortfall of approximately \$10,000 from the initial budget. This change is due to an amendment of scope to only include schools within Drayton Valley. Brazeau County Council has reviewed its budget and passed a motion at the June 16, 2015, Brazeau County Council Meeting to increase its share of the cost by up to \$5,000, contingent upon the Town providing the same.

### **OPTIONS:**

- A: Approve the \$5,000 increase to the budgeted amount for the Community School Resource Officer position, which allows Administration to proceed with Agreement negotiations
- B: Table the item, specifying a meeting date to bring it back to in the future and the reasons why to table.
- C: Refuse the \$5,000.00 increase to the budgeted amount for the Community School Resource Officer position, which may result in the position being refused

#### **MOTION:**

I move that Council approve to contribute up to an additional \$5,000.00 towards the Community School Resource Officer position and allow Administration to proceed with Agreement negotiations.

			SECTION	7.0
AGENDA ITEM: 7.3		First Right of Refusal Policy		
	Department:	: Omniplex/MacKenzie Conference Centre		
	Presented by:	y: Councillor Nadeau		
	Support Staff:	Annette Driessen, Director of Community Serv	ices	

## **BACKGROUND:**

The Omniplex and MacKenzie Conference Centre have several Not-For-Profit groups that host fundraising events annually. In order to ensure that these Not-For-Profit groups have security in knowing that their dates are held year to year for their events, a First Right of Refusal Policy for rentals has been developed. It is important to these organizations that dates remain the same each year in order to help with the success and promotion of their event.

Administration has also prepared the appropriate eligibility procedures that address the type and nature of events that will be accommodated with this policy.

Administration is recommending that Council support this policy to allow annual community events to continue to be of benefit to the community.

## **MOTION:**

That Town Council approve the First Right of Refusal Policy No. A-14-15 for Not-For-Profit groups renting the Omniplex and/or MacKenzie Conference Centre.



# **TOWN OF DRAYTON VALLEY**

Department:	Omniplex/MacKenzie Conference Centre	Policy #:	A-14-15
Subject:	Not-For-Profit Annual Fundraisers – Firs	t Right of Refusal	
Approval Date:		Review Date:	

# **POLICY**

## **POLICY STATEMENT**

The Town of Drayton Valley recognizes the need for Not-For-Profit groups, School and/or Private/Public entities whose purpose is to serve the community by holding fundraisers or community celebrations. We do also recognize the advantages that are gained by having annual events whose dates remain consistent. Although there is a procedure in place that allows for booking events up to one year in advance, this new policy will allow for the dates of approved events to be held in perpetuity provided all criteria are met.

## **PROGRAM GUIDELINES**

- Only approved Not-For-Profit organizations that host consistent annual events in the MacKenzie Conference Centre and/or Omniplex qualify. Non-profit organizations must submit an application to, and receive approval by the Town of Drayton Valley to receive this booking priority.
- Dates must be consistent from year to year (ie: 2<sup>nd</sup> Tuesday of November every year)
- It is understood that if the Not-For-Profit group decides to change the date(s) or cancel its event, this request must be submitted in writing at least 3 months in advance prior to the event. Failure to give notice will result in the Not-For-Profit group being billed for the rental. It will then become the Organization's responsibility to ensure that either; a new application form is filled out for the new annual date, or that they book in accordance to the current booking policy i.e., one year in advance.
- Upon approval of application, a Booking Fee and signed Facility Rental Agreement for the annual event will be due by the anniversary date one year prior to the next event. Failure to pay the Booking Fee and/or provide a signed Facility Rental Agreement on time will result in the release of the said date.
- Once a booking fee is received by the Town to hold a date, it is considered non-refundable as per the signed Facility Rental Agreement.
- If the event date falls on a long weekend or Statutory Holiday, it is the responsibility of the Not-For-Profit
  group to notify the Events Administrator should they wish to select a different date. If a change of date
  is required for that particular year, the Not-For-Profit group will need to submit this request in writing for
  Management approval at least one year in advance of the said date. The Not-For-Profit organization shall
  maintain its priority status for regular annual dates for succeeding years.

Town Manager

		SECTION:	7
AGENDA ITEM: 7.4	Library Board Appointment – Member at Large		
Department:	Library		
Presented by:	Councillor Long		
Support Staff:	Sandy Faunt		

## **BACKGROUND:**

On October 31, 2015, Rosemarie Mayan's term on the Library Board as a member at large will expire. In anticipation of the upcoming expiration, Mrs. Mayan has expressed interest in renewing her three year term.

As the Library Board Bylaw stipulates that 3-5 members at large from the community may sit on the Board, Administration is recommending that Rosemarie Mayan's request to renew her term be approved for a three year period ending October 31, 2018, which will fall in line with current practices.

For Council's review and consideration.

## **MOTION:**

That Town Council appoint Rosemarie Mayan to the Drayton Valley Municipal Library Board for another three year term, ending October 31, 2018.



# TOWN OF DRAYTON VALLEY

Application for Board/Committee Membership
NAME: Rosemarie Mayan PHONE: 780-542-5754
MAILING ADDRESS: 3901-46 St. Draylon Valley 17A 173
STREET ADDRESS:
OCCUPATION: Refired Teacher
BOARD/COMMITTEE MEMBERSHIP APPLIED FOR:
Drayton Valley Library Board
DELATED EVDEDIENCE AND QUALTETCATIONS.
Currently a member of the Library Board.
Library Board.
BRIEFLY STATE YOUR REASONS' FOR APPLYING FOR MEMBERSHIP:
Have enjoyed working on this Board. It is
rewarding to see the growth and variety of
Have enjoyed working on this Board. It is rewarding to see the growth and variety of Services the library provides.
OTHER PERTINENT INFORMATION:
Will you be able to attend all regular meetings and attend to matters which may require allocation of personal time?  NO
PLEASE PROVIDE A LETTER OF REFERENCE OR THE NAMES AND CONTACT
SIGNATURE: A. Mayan DATE: May 14, 2015
FOIPP: The personal information requested on this form is being collected for the purpose of assessing suitability for appointment to a Board constituted or formed by the Town of Drayton Valley. It is collected under the authority of Section 32(C) of the Freedom of Information and Protection of Privacy Act and is used exclusively and expressly for the purpose mentioned above. If you have any questions on disclosure or the use of information, please contact the FOIPP Co-ordinator at (780) 514-2200.

AGENDA ITEM: 7.5	Lockdown policy A-06-15
Department:	Administration
Presented by:	Councillor Shular
Support Staff:	Nesen Naidoo

#### **BACKGROUND:**

Since the Oct. 19, 2014 shooting in Ottawa, there has been a push to recognize the hazards of disgruntled public and employees may pose to all public buildings. We have also received requests from organizations such as the Alberta Gaming and Lottery Corporation (AGLC) to provide them with our lockdown policy for public events held in our facilities.

Administration has prepared a municipality wide lockdown policy to provide guidance for all Town of Drayton Valley facilities to develop site specific lockdown procedures. Through the use of hazard assessments, this policy provides a template that each facility can use and modify in the development of lockdown procedures specific to their needs.

The approval of the Lockdown Policy will require a change in a single paragraph of the associated Violence in the Workplace Prevention Policy A-06-14 allowing for assessment of hazards that would identify the need for a lockdown policy to be implemented.

#### **RECOMMENDATION:**

That Council approve the attached Lockdown Policy A-06-15.

That Council approve the amended Violence in the Workplace Prevention Policy A-06-14.



## TOWN OF DRAYTON VALLEY

Subject:	Lockdown Policy Policy: A-06-15	
Department:	Administration	
Approval Date:	Review Date:	
Associated	Violence in the Workplace Prevention A-06-14	
Policies:	violence in the workplace revention A-00-14	

# Lockdown Policy

## **Purpose**

The Town of Drayton Valley (hereinafter referred to as the "Town") is committed to ensuring the safety of all employees and all those who are within their facilities.

This Policy applies to all individuals physically located in, and in close proximity to, any Town facility. Lockdown procedures are initiated when a threat has been identified and it is unsafe to evacuate the building.

## Scope

This Policy applies to all employees of the Town of Drayton Valley, which includes but is not limited to, regular, temporary and contract employees. This Policy also applies to volunteers, students, and interns providing a service or operating under supervision of the Town. For the purpose of this Policy, collectively these classifications will be called "employees".

Visitors to Town facilities, individuals conducting business while within Town facilities, and other organizations while within Town facilities are expected to cooperate with designated Town individuals responsible for conducting lockdowns.

#### **Definitions**

Within this Policy the following definitions shall apply:

*lockdown procedures* means steps taken for individuals in a building to take refuge in a secure location minimizing potential expose to dangerous situations.

threat means the presence of a physical hazard or the potential exposure to a hazard; threats may be natural or human-induced, either accidental or intentional which pose a hazard to life and safety.

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Subject:	Lockdown Policy	Sign off:	
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facility means any building or structure and accompanying property belonging to the Town of Drayton Valley.

#### **Procedure**

#### Developing and Implementing Lockdown Procedures

Certain threats may be identified during workplace violence risk assessments that would separately, or in combination, warrant the development and implementation of lockdown procedures for a facility or group of facilities. Such risk factors may include, but are not limited to:

- past occurrences at the facility or similar type of facility;
- past occurrences at neighboring facilities;
- proximity of the facility to potential risk areas (police stations, courts, etc); and
- advice of the Royal Canadian Mounted Police ("RCMP").

When reviewing the need for any emergency procedure consideration should be given to:

- whether the type of emergency can be reasonably foreseen; and
- if the emergency procedures being considered will be useful and practical.

Lockdown procedures are developed to reduce the number of injuries and/or casualties that could occur if there is a violent individual inside or outside a facility with the intent to do harm. These procedures should be reviewed annually. While physical threats are normally attributed to an armed intruder or hostage taker, this however does not have to be the case. Physical threats may come in the form of any individual or group of individuals, with or without any type of weapon, having the intent to cause injury, or may come in the form of suspicious packages. Physical threats may be a result of workplace violence, domestic violence, protest, demonstration, a disgruntled service recipient, a criminal act occurring near a facility, a law enforcement attempted apprehension near the facility, etc.

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## Types of Lockdowns

The following information with respect to types of lockdowns and recommended content for procedures is intended to assist departments whose workplace violence hazard assessment identifies the need for such procedures.

There are generally three types of lockdowns:

- 1) Shelter-in-Place;
- 2) Hold and Secure (Partial lockdown for danger due to threat outside the facility); and
- 3) Full Lockdown (danger due to physical threat inside the facility).

## 1) Shelter-in-Place

This type of lockdown is normally referred to when a threat is present outside and it is not possible or advisable to evacuate the facility. This type of action is normally in response to an air contaminant and involves keeping the air contaminates outside the building and keeping persons from unnecessarily becoming exposed.

## 2) Hold and Secure (Partial Lockdown for danger due to a threat outside the facility)

This type of lockdown is used when a serious threat is present outside of the facility and prevention measures need to be enacted to:

- protect individual(s) from leaving the facility and entering into an area of danger;
   or
- prevent the threat from entering the facility.

## 3) Full Lockdown (Danger due to physical threat inside the facility)

This type of lockdown is used when the physical threat is already in the facility and measures need to be enacted to:

- prevent the threat from accessing areas/assets being threatened;
- protect assets (individuals) from entering areas where the threat may be present; and
- protect assets (individuals) from remaining in areas where the threat may be moving to.

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## Possible General Guidelines for Lockdowns

These guidelines are not intended to be all inclusive or to be used at all sites, as written, as it is recognized that each site is unique and requires individualized procedures. These protocols are, however, provided as a framework to help guide the creation of site specific procedures, where required.

One of the most important actions that must take place in any potential lockdown situation is to ensure the RCMP have been contacted. This action in addition to information regarding expected activities during the response from RCMP, Fire and EMS should be integrated into any procedures.

#### Shelter-in-Place

In the case of external health hazard, where it is not possible or advisable to evacuate the building, the following procedures are recommended:

- Someone in authority making an announcement of a "Shelter-in-Place" over the facility's public address system or other means of communication. Since some facilities do not have emergency notification systems, other means of communication will need to be developed.
- All interior personnel should be advised to move to a higher elevation within the building if possible since many agents are heavier than air.
- All interior personnel should close windows and doors.
- Ensure exterior doors are locked.
- Turn off heating, air conditioning and ventilation systems.
- Check the inventory of openings to ensure that no openings have been overlooked.
- Monitor radio or television stations for further updates and have occupants remain in the shelter-in-place mode until authorities indicate it is safe to come out.

Hold and Secure (Partial Lockdown for danger due to a threat outside the facility)
This scenario involves immediate precautions including:

Someone in authority making an announcement to "Hold and Secure" over the facility's public address system or other means of communication. Since some facilities do not have emergency notification systems, other means of communication will need to be developed.

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This communication should advise individuals inside the building of the threat, not to leave the facility, to control movement inside the facility, and to advise that further updates will be provided. A sample wording for use on a public address system could start with "Attention, this is a security alert. We are implementing "hold and secure" procedures..."

Individuals inside the facility should:

- designate individual(s) to physically secure entrance doors;
- close all blinds and drapes;
- turn off room lights;
- keep all persons away from windows; and
- prepare to move into a full/complete lockdown if required.

## Full Lockdown (Danger due to physical threat inside the facility)

This scenario involves immediate precautions including:

Someone in authority making an announcement of a "Full Lockdown" over the facility's public address system or other means of communication if this will not place that individual at additional risk. Since some facilities do not have emergency notification systems, other means of communication will need to be developed.

Individuals outside the facility should not enter the facility but instead head away from the building and meet at a pre-arranged evacuation point.

Individuals inside the facility should:

- assign a group leader (usually highest ranking individual) who will maintain a cell
  phone on vibrate for communications with law enforcement authorities and/or
  other Town representatives;
- call 911 if safe to do so;
- remain in the room in which they are located;
- if in a hallway, immediately head to the closest room and lock the door;
- supervisory staff should quickly look into the hallways, let non-threatening personnel into the room, and lock the door;
- move down onto the floor unless otherwise instructed by someone in authority;
- make as little noise as possible;
- turn off cell phones, pagers, radios, etc. (except assigned group leader);
- close all windows and curtains;
- turn lights off; and
- keep all persons away from windows.

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## Other Factors in Development of Lockdown Procedures

Prior to and during the development of lockdown procedures, the following should be considered:

- Other actions that could prevent incidents of workplace violence, including security measures, physical barriers and staff training in conflict resolution and workplace violence should be implemented as needed, in advance of or in conjunction with the development and implementation of lockdown procedures.
- Lockdown procedures should be developed in response to risks identified through the workplace violence risk assessment.
- Lockdown procedures should be site-specific and be incorporated into site emergency plans.
- There is a need to develop effective means of communicating lockdowns to staff, given that some facilities do not have emergency notification systems.
- Procedures which are developed should take into account the means available to secure the facility.
- Lockdown procedures must never interfere with the occupants' abilities to evacuate promptly should the circumstances warrant it.
- Emergency plans must be practiced to be effective. Regular information and/or training sessions for all staff are essential if lockdown procedures are developed.
- Any lockdown procedure requires employee buy-in and participation, thereby making consultation during development of procedures essential.

This Policy, upon approval by Town Manager, shall repeal and replace any and all Policies previous adopted by any Town department or facility.

Mayor
 Approval Date



## TOWN OF DRAYTON VALLEY

Subject:	Violence in the Workplace Prevention	Policy:	A-06-14
Department:	Administration		
Approval Date:	October 8, 2014	Review Date:	July 15, 2015
Associated	Harassment and Discrimination Prevention and Personal Harassment		
Policies:	Prevention Policy		

#### VIOLENCE IN THE WORKPLACE PREVENTION POLICY

#### **Purpose**

The Town of Drayton Valley (hereinafter referred to as the "Town") is committed to providing a respectful, supportive, healthy, safe, accessible and inclusive work environment for all employees, who are entitled to work in an environment free from workplace violence.

The Town is also committed to providing a safe and respectful environment for all those who enter its facilities and access its services. Any act of violence committed by or against any member of our staff or any member of the public is unacceptable conduct that will not be tolerated. The Town will take action in an objective manner to address reports of workplace violence without retribution to Town employees who report incidents in good faith.

This Policy applies to all activities that occur while on Town premises or while in engaging in Town business, activities or social events.

## **General Policy**

The Town will be proactive in working with its employees to prevent violence in the workplace by establishing and implementing a comprehensive workplace violence prevention program to fulfill the requirements of relevant legislation including the:

- Occupational Health and Safety Act
- Criminal Code of Canada
- Alberta Human Rights Code

This Policy defines workplace violence and identifies the responsibilities of employees and management. It defines behaviours that constitute workplace violence and identifies the process for reporting and resolving incidents of violence. The Policy also outlines forms of assistance available to victims and possible methods of recourse for alleged abusers.

Subject:	Violence in the Workplace Prevention	Sign off:	
Department:	Administration		
Approval Date:	October 8, 2014	Review Date:	July 15, 2015

#### Scope

This Policy applies to all employees of the Town of Drayton Valley which includes but is not limited to, regular, temporary and contract employees. This Policy also applies to volunteers, students and interns providing a service or operating under the supervision of the Town. For the purpose of this policy, collectively these classifications will be called "employees".

Members of the general public, visitors to Town facilities, individuals conducting business with the Town, and employees of contractors or other organizations providing services to the Town are expected to refrain from violence towards employees.

#### **Definitions**

Within this Policy the following definitions shall apply:

Domestic violence means the exercise, attempt or threat of physical force by a person who has a personal relationship with a worker (such as a spouse or former spouse, current or former intimate partner or a family member) that may be directed towards a worker at the workplace.

Management means any individual responsible for directing the work of others, including but not limited to the Town Manager, Assistant Town Manager, department managers or directors, supervisors, team leaders, project managers and forepersons

Workplace means any land, premises, location or thing at, upon, in or near which a worker is required to carry out the duties of their job (including but not limited to buildings, sites, vehicles, open fields, parking lots, roads or parks)

Workplace violence means the infliction of harm or damage at, upon, in or near the land premises, location or thing at which an employee of the Town is required to be to perform their job. Instances of workplace violence may include but are not limited to any or all of the following actions:

- the exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker
- an attempt to exercise physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker
- a statement or behavior that is reasonable for a worker to interpret as a threat to
  exercise physical force against the worker, in a workplace, that could cause physical
  injury to the worker.

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Examples of violent workplace behaviours may include but are not limited to the following:

- Verbally threatening to attack a worker
- Leaving threatening emails or notes referencing physical force against the worker
- Shaking a fist in a worker's face
- Hitting or trying to hit a worker
- Throwing an object at a worker
- Sexual abuse against a worker
- Making threatening calls to a worker
- Trying to run down a worker using a vehicle or equipment
- Wielding a weapon at work

## **Principles**

The Town prohibits physical violence in the workplace, or at any work related or staff social function, or in any other work-related circumstance. Violence in the workplace is unacceptable and the Town is committed to investigating reported incidents, taking necessary action and providing support to victims.

No action shall be taken against an individual for making a complaint unless the complaint is made maliciously or without reasonable and probable grounds.

#### Responsibilities

#### Town (also referred to as the "Employer")

The Town will make every effort to ensure an appropriate level of privacy and confidentiality in circumstances where an incident of workplace violence has occurred or when a victim comes forward requesting assistance from the Town. Private information will only be shared as required to comply with the law, or where the victim has given written permission when it is necessary to share information.

The Town shall take steps to address incidents of workplace violence, including:

1. The development of a procedure, in consultation with the Joint Workplace Occupation Health and Safety Committee (JWOHSC) that includes measures and procedures to identify whether the nature of the work or the work environment places employees at risk and takes all practicable measures to minimize or eliminate risks identified through the hazard assessment process, workplace inspections, or the occurrence of an incident. The development of this procedure shall include conducting regular risk assessments, implementing control measures specific to the various Town facilities, and providing instruction and information to employees on violence prevention in the workplace.

Subject: Violence in the Workplace Prevention Policy

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- 2. Ensuring that measures and procedures in workplace violence prevention programs are carried out and hold management accountable for responding to and resolving complaints of violence.
- 3. Ensuring that information and instruction on the content of a violence in the workplace prevention program is shared with all employees.
- 4. Taking every reasonable precaution for the protection of the worker if the Employer becomes aware, or ought reasonably to have become aware, that violence would likely expose a worker to physical injury in the workplace.
- 5. Developing a reporting process for incidents of workplace violence.
- 6. Investigating all incidents, complaints or reports of threats of workplace violence in a prompt, objective and sensitive way, and taking corrective action when such investigations conclude that workplace violence has occurred.
- 7. Creating an environment that encourages victims of violence and witnesses to report all incidents of violence.
- 8. Ensuring that this Policy and other associated Policies are reviewed on an annual basis in consultation with Joint Health and Safety Committees.
- 9. Providing information to employees, including personal information, related to risk of workplace violence from a person with a history of violent behavior, if:
  - a. the employee can be expected to encounter the person in the course of his/her work, and
  - b. the risk of workplace violence is likely to expose the employee to physical injury

## **Managers and Supervisors**

As senior representatives of the Town, Managers and Supervisors will support the above efforts of the Town by:

- 1. Ensuring that workplace violence is not tolerated, ignored or condoned.
- 2. Assessing the risk of workplace violence.
- 3. Providing instruction and education on violence prevention programs, including but not limited to emergency response measures to be taken by staff regarding violent incidents.

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- 4. Ensuring measures and procedures are in place in the workplace for summoning assistance if workplace violence is occurring or likely to occur.
- 5. Ensuring that this Policy and associated procedures are reviewed with all staff annually and posted in the workplace in conspicuous locations.
- 6. Sharing information, as deemed reasonably necessary through consultation with a representative of the Human Resources Department, to inform staff of a violent person and potentially hazardous situations that may impact their safety.
- 7. Investigating reports of workplace violence in accordance with accident investigation procedures and contact Ministry of Labour and local RCMP as required.
- 8. Ensuring that measures are taken to correct any situation of workplace violence and implementing safeguards for employees.
- 9. Ensuring that no report of workplace violence or risk of violence may result in reprisal against the reporting employee.
- 10. Documenting reports of workplace violence, hazards and measures taken to address them.
- 11. Consulting a representative of the Human Resources Department for support concerning options to resolve incidents.
- 12. Disciplining those employees, in consultation with the Human Resources Department, found to have violated this Policy as per the attached Schedule "A" ""Town of Drayton Valley Procedures Pertaining to Workplace Violence".
- 13. Providing employees who have been directly or indirectly involved in violent incidents with appropriate supports, (including but not limited to First Aid, medical assistance, debriefing by a skilled professional through Employee and Family Assistance Program (EFAP).

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#### **Employees**

In order to maintain an environment free of violence, staff of the Town of Drayton Valley shall:

- 1. Participate in information updates and instruction concerning recognition and prevention of violence in the workplace.
- 2. Be aware of the impact of professional obligations and legislation on the right to refuse unsafe work based on workplace violence.
- 3. Understand and comply with all workplace violence policies and procedures.
- 4. Report all incidents of workplace violence to supervisors immediately or directly to the Human Resources Department.
- 5. Report criminal acts, or suspected criminal act, to the local RCMP and notify a representative of the Human Resources Department.
- 6. Refrain from threatening violence or engaging in any violent behaviour in the workplace, at any work related functions, or in any other work-related circumstances.
- 7. Refrain from threatening or engaging in workplace violence which has arisen out of a workplace incident or relationship while away from the workplace.
- 8. Refrain from any rough or boisterous conduct (horseplay).
- 9. Cooperate fully in any investigation of a violent incident.
- 10. Contribute to workplace violence risk control measures and risk assessments.
- 11. Participate in the review of the Workplace Violence Prevention Program.
- 12. Seek support through management, JWOHSC, the Union, and EFAP when confronted with violence or harassment issues.
- 13. Seek support through management, JWOHSC, the Union, and EFAP if experiencing domestic violence and advise of a potential risk to self or others in the workplace so reasonable precautions can be taken to protect the worker and coworkers.

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## Joint Workplace Occupational Health & Safety Committee

In support of the efforts of the Town, its managers, supervisors and employees to prevent workplace violence, the JWOHSC will be expected to:

- 1. Make recommendations to the Employer regarding the development, review and implementation of the Workplace Violence Prevention Program.
- 2. Review the Violence in the Workplace Prevention Policy annually.
- 3. Monitor trends associated with incidents or injuries as a result of workplace violence and recommend appropriate controls.
- 4. Participate with the investigation of critical injuries as a result of violence.
- 5. Provide support and referrals (internal and external) to employees with situations concerning actual or potential violence so that they can receive prompt assistance and advice.

#### **Human Resources Department**

As the Town department responsible for consistent implementation of this Policy and its associated procedures throughout the Town operations, the Human Resources Department shall be tasked with:

- 1. Monitoring legislative requirements, leading practices and standards related to workplace violence prevention.
- 2. Developing assessment tools, information packages and training programs for the Town, managers and supervisors, as well as employees.
- 3. Assisting in, and in some instances in leading, investigations of workplace violence.
- 4. Assisting workplaces in developing department-specific violence prevention programs

#### **RIGHT TO ASSISTANCE**

Any person who feels they have been subjected to violence, or the threat of violence, has the right to access assistance in communicating their objections and, if warranted, in pursuing the complaint formally.

Subject: Violence in the Workplace Prevention Policy

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The individual has the right to access any of the following resources to request assistance:

- 1. His or her immediate Supervisor, Manager or Human Resources.
- 2. His or her Department Head, the Town Manager, the Assistant Town Manager or his or her Union Representative.
- 3. All employees have the right to address their concerns to the Alberta Human Rights Commission.

#### **COMPLIANCE**

Any employee who is found to have violated this Policy may be disciplined according to the severity of the actions, up to and including termination of employment with cause and without termination pay/severance. Such terminations will be communicated to Town Manager and Council.

Any form of retaliation against employees exercising their rights under this Policy will be considered a serious violation of this Policy and will not be tolerated. Such retaliatory actions may be subject to disciplinary action, up to and including termination of employment with cause and without termination pay/severance. Such terminations will be communicated to Town Manager and Council.

Any employee found to have lodged or otherwise supported a false accusation will be subject to appropriate disciplinary action up to and including termination of employment with cause and without termination pay/severance. Such terminations will be communicated to the Town Manager and Council.

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Subject:	Violence in the Workplace Prevention	Sign off:	
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# SCHEDULE "A" – TOWN OF DRAYTON VALLEY PROCEDURES PERTAINING TO WORKPLACE VIOLENCE

## 1. Prior to Formal Reporting

When an incident(s) of violence, or threat of violence, occurs in the workplace, workers are to take the following action:

- a. Where possible, make your feelings known to the alleged offender, either verbally or in writing.
- b. Ensure you record the details of this, and any other, interactions including time, date, location, witnesses, and what was discussed/occurred and the outcome of the interaction

## 2. Formal reporting

- a. Complete an Abuse Report Form and submit the completed form to your immediate supervisor or the Human Resources Department. You may also want to keep a copy for your own records.
- b. Continue to document/report any further incidents and provide copies of those notes to the supervisor or Human Resources Department that you originally submitted the Abuse Report Form to.
- c. The Supervisor or Manager will begin an investigation with the cooperation of the Human Resources Department.

## 3. Intervention and Follow-up

All incidents of workplace violence will be documented and investigated. Remedy will be sought as soon as possible following the submission of an Abuse Report. Intervention will be timely and address the rights and responsibilities for both the victim and the alleged abuser.

- a. Debriefing:
  - I. Review of incident facts and timeline
  - II. Review of victim needs
  - III. Documentation of meeting
- b. Supervisor/Human Resources:
  - I. Provide immediate medical assistance if necessary

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- II. Remove either the victim or the alleged offender from the immediate area
- III. Offer EFAP information
- IV. Assist the victim with liaising with necessary services (ie. WCB)
- V. Provide information on legislated rights, Collective Agreement provisions, or other legal options as may be relevant
- c. Investigation:
  - I. The Supervisor or a Human Resources representative will:
    - i. investigate the incident within 2 weeks immediately following the incident or submission of the Abuse Report form;
    - ii. Review complaint report
    - iii. Interview all individuals involved
    - iv. Reinforce confidentiality with any interviewees
    - v. Bear in mind the victim's ongoing safety during the investigation
- d. II. Following the investigation, the Supervisor or Human Resource representative will prepare a written report outlining the circumstances of the incident of workplace violence and any corrective action to be undertaken to prevent a recurrence. This report will be available to the workers affected by the incident, subject to applicable privacy laws. Corrective Action:
  - I. Offender possible options:
    - i. Written apology;
    - ii. Successful completion of training as determined by the Supervisor and Human Resources representative;
    - iii. Referral to EFAP;
    - iv. Re-assignment or relocation;
    - v. Limit access to certain areas of the organization;
    - vi. Report to a professional body (ie. Alberta Human Rights);
    - vii. Disciplinary action (ie. suspension);
    - viii. Discharge;
    - ix. Filing a complaint or criminal charges with RCMP.
  - II. These options shall be considered by the Supervisor in consultation with a representative of the Human Resources Department, the Department Head and Union President and should be considered based on:
    - i. Impact on victim;
    - ii. Nature of abuse;
    - iii. Degree of abuse;
    - iv. Time over which abuse occurred;
    - v. Frequency; and
    - vi. Vulnerability of victim.

Department: Administration

Subject:	Violence in the Workplace Prevention	Sign off:	
Department:	Administration		
Approval Date:	October 8, 2014	Review Date:	July 15, 2015

# SCHEDULE "B" – TOWN OF DRAYTON VALLEY ABUSE REPORT FORM PERTAINING TO WORKPLACE VIOLENCE

Complainant Info	rmation	
Last Name	First Name	Phone Number
Date of Incident:		
	MM/DD/YYYY	
Time of Day:	AM/PM	
Alleged Abuser(s)	_	
Name, if known:		_
Relationship:	Co-workerVisitorC	Other:
ription	ntion of the incident including wha	t happened, where it occurred, who wa
_	e incident and what action was tak	· ·
_	•	· ·
_	•	• •

Subject: Violence in the Workplace Prevention Policy

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Subject:	Violence in the Workplace Prevention	Sign off:	
Department:	Administration		
Approval Date:	October 8, 2014	Review Date:	July 15, 2015

The purpose of this form is to document your cocomplaint.	laim to assist in a thorough investigation of the
Signature	Date

Upon completion, please submit this form to your immediate Supervisor or Human Resources representative.

Subject: Violence in the Workplace Prevention Policy

Department: Administration

AGENDA ITEM: 7.6	Admission Standard and Swimming Competency Policy RC-01-15
Department:	Community Services / Park Valley Pool
Presented by:	Councillor Bossert
Support Staff:	Annette Driessen

# **BACKGROUND:**

New swimming pool legislative standards adopted by Alberta Health in July of 2014 require that a Swim Standard and Admission Policy be adopted for all public pools. Park Valley Pool has followed this administrative practice for the past several years and has created the attached Policy for formal adoption.

Park Valley Pool is working toward compliance in all Policies and structural legislation by the deadline date of November 30, 2017.

The attached Admission Standard and Swimming Competency Policy RC-01-15 is hereby presented for Council's review and consideration.

# **MOTION:**

That Council approve the attached Admission Standard and Swimming Competency Policy RC-01-15.



# TOWN OF DRAYTON VALLEY

	Admission Standard and		
Subject:	Swimming Competency	Policy No.:	RC-01-15
	Policy		
Department:	Recreation & Culture (Park Valley Pool)		
Approval Date:		Review Date:	June 22, 2015
Associated			
Policies:			

# Admission Standard and Swimming Competency Policy

# **Purpose**

The purpose of this Policy is to establish an admission standard based on age, swimming competency and adult oversight for minors or when there is a question of swimmer competency.

# **General Policy**

Pre-school children must be accompanied by, and stay within arm's reach of, a responsible person sixteen (16) years of age or older in the same body of water.

Deep water access requires a swim test set out by the Lifesaving Society swim to survive. Regardless of swimming ability a pre-school child must stay within arm's reach of a responsible person.

The recommended ratio is two (2) pre-school children to one (1) responsible person.

# **Definitions**

pre-school age child(ren) means anyone under the age of six (6) years.

Mayor	
·	
Approval Date	

		SECTION	7
AGENDA ITEM: 7.7		HSG Fitness Centre Report	
	Department:	Community Services	
	· •	Community Services Councillor Nadeau	

# **BACKGROUND**:

Over the course of the past couple of years, the Town of Drayton Valley has been addressing the current operations of the Total Works Health and Fitness Centre with the objectives of enhancing its services to its membership and accommodating the programming needs of youth and families. Last year the Town engaged the services of Health Systems Group (HSG) to conduct a gap analysis and to produce a report with recommendations to achieve the objectives mentioned above.

HSG presented the Final Draft of its report to Council at an earlier Governance and Priorities Meeting and the recommendations were reviewed together with Council, staff and public representation. The Omniplex Administration is proceeding to establish a working plan to implement recommendations based on the direction of Council. The HSG Report is being presented to Town Council for acceptance as information.

# **RECOMMENDATION:**

That Town Council accept the Total Works Health and Fitness Centre Operating Plan Report as prepared by Health Systems Group as information.

# Town of Drayton Valley Total Works Health & Fitness Centre OPERATING PLAN



**JUNE 2015** 

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# **EXECUTIVE SUMMARY**

Health Systems Group (HSG) was engaged by the Town of Drayton Valley on behalf of the Total Works Health & Fitness Centre (TWHFC) to:

- Assess the viability of a potential shift in markets from a predominantly young adult user group of the fitness centre to a market more reflective of the Drayton Valley Community,
- Assess the current operation of the TWHFC with respect to the Town's challenges, goals and service requirements;
- Complete a comprehensive operating plan that will reach, engage and inspire a broader range of community members to become more active and healthy; while at the same time retain the existing membership at the TWHFC.

#### **KEY FINDINGS**

HSG used (4) primary tools to complete a review of the Drayton Valley Community Market and to identify what operational changes are needed for the TWHFC to engage a broader segment of the community. These included:

- 1. Demographic research
- 2. Competitive analysis
- 3. Key Stakeholder interviews with (5) individuals representing: Town Council, Senior Administration and Management of the Omniplex.
- 4. Facility Design Assessment

The Gap Analysis completed in September 2014 and the Key Stakeholder Interviews provides the details on the research and strategic perspective to support the Operating Plan. Below is a brief summary of the key findings realized through the review process.

#### 1. Market Conditions

The Town of Drayton Valley has a population of *7,049* people (Statistics Canada – 2011) with Fifty 50% Male and 50% Female. The population in the community is younger than the Alberta average with a significant portion of the population being between the ages of 0-34 yrs. There is a strong presence of children and youth with 21.4% of the population fewer than age 15: The Alberta average is 17.8%. The average household income is significantly higher in Drayton Valley compared the average for Alberta communities.

This demographic information indicates that there is significant opportunity for the Town of Drayton Valley to engage more children, youth and adults in programs and services at the TWHFC.

#### 2. Competitive Analysis

HSG toured and gathered information on a total of four (4) fitness centres within the community and identified the following:

- Most of the fitness facilities targeted the young adult market.
- There is very little programming offered for children, youth or the family
- The price point for usage is much higher than the current pricing structure at the TWHFC, which may limit access to the struggling socio economic segment of the community.
- With exception of AnyTime Fitness, many of the fitness facilities are small which limits their capacity to engage a significant portion of the community.
- None of the fitness centres visited offered services beyond fitness. If wellness offerings were made they were in the area of nutritional consultations.

# 3. Key Stakeholder Interviews

HSG conducted key stakeholder interviews to identify the challenges, goals and culture that currently exist within the Town to gain a better understand of what is needed. Key learnings were:

- The TWHFC needs to be accessible to a broader range of citizens than it is today.
- Quality programming is needed if it hopes to attract, engage and retain a greater number of community members.
- In the past, the TWHFC had staff available to provide services. Quality staff need to be re-hired at the TWHFC in order to make it an inspiring place to be.
- The design of the existing fitness centre needs to be different if it is to attract a broader community market.
- The facility cannot be seen as being a burden to the tax payer.

# **Key Initiatives**

The Operating Plan is focused on the successful shift from the existing market (Predominantly young adults) to a broader demographic. However, it is not enough to simply shift markets; the key to success is to create an environment that engages and promotes use by all members of the community in a fun and safe manner.

# 1. Provide Quality Programming

Quality programming is the key to success of the TWHFC and can provide enjoyment without any other outcomes. However, great programs can also meet personal needs by providing people with the opportunities to enhance their physical and emotional well-being. The TWHFC programs have the potential to help citizens improve their health and fitness, learn to compete and cooperate, enhance their creativity, build relationships, develop character, reduce stress and become happier and more involved in community life. In a nut-shell, quality programs provide life-enriching experiences that help people develop self-confidence and increase self-esteem. *Guiding Principles for Quality Program Planning* 

- Enhance rather than compete with other community recreation activities by filling the gaps and not duplicating existing activities as much as possible.
- Provide a variety of levels of skill and ability, with basic skills emphasized.
- Serve all ages and provide equal access for both sexes.
- Provide for participation in all programs on an inclusive basis by people with disabilities.
- Encourage family recreation by providing opportunities for the family to play together as a unit and with other family groups.
- Provide activities for different periods of free time.

#### 2. Focus on Service

In today's world, any institution requires a strong Service philosophy, approach and fulfillment structure. The key ingredients that ensure great customer service on each and every visit include:

- Build a culture of exceptional customer service;
- Make operating and policy decisions first from the customer's perspective;
- Ensure there is continuous customer service training for all staff;
- Recognize good customer service by staff; and,
- Measure Customer Service.

# 3. Take a Comprehensive Promotion and Enrollment Approach

In order for a Health & Fitness Centre to achieve strong participation it requires a comprehensive promotion and communication strategy.

In the case where an operation relies to any great extent on participant and user fees to achieve financial outcomes, then a dedicated and *professional enrollment approach* is required, including:

- Implement a promotion and advertising strategy.
- Define the program/product offerings; determine appropriate fee structures. Implement professional enrollment practices that would include a formal Marketing & Enrollment Plan.
- Build strong partnerships with the hotel and businesses to support efforts in achieving high usage patterns from this market segment. Increasing use by term-workers is valuable.
- Define or create unique events and program offerings; particularly for children, youth and families – be innovative and creative.
- Build a strong enrollment culture by including all staff in the process that fosters an environment where enrollment and customer satisfaction are of primary importance.

#### 3.1 Membership Framework

HSG proposes the TWHFC retain a Membership Model. However, we recommend that the TWHFC make some adjustments. The major change in the Membership Framework is the elimination of a 3 and 6 month membership option. With the continuation of the 10 Visit Punch Pass and the Drop-in use payment options, we feel that citizens in Drayton Valley have the options they need to make using the TWHFC attractive. This also reduces the administration of "re-enrolling" the 3 & 6 month members.

#### 4. Implement a Strong Member/User Engagement Strategy

Research shows that when you have strong member engagement, three key things happen with members/users:

- They stay as members longer so renew year after year;
- They refer more friends to your facility and programs; and
- They spend more money on programs or other services.

Some of the key ingredients of member engagement include:

- Involvement in and use of multiple programs and services
- Engaging conversations and connections with staff
- Providing great user experiences
- Making it easy to do business with

# 5. Business Management

The TWHFC has been operating in the absence of professional fitness and program staff for a number of years. However, they have maintained a membership model that has required the professional administration of payment for the use of the facility. There will need to be some appropriate operating and program systems to maximize community engagement and to ensure the efficient and safe operation of the facility. Today, the core business systems required to grow the operation are insufficient.

Outside of a budget, there are limited **strategic or annual operational planning** processes. A lack of an annual operating plan impacts the ability for support services (marketing, finance, administration) to provide appropriate assistance and consequently there is little opportunity for accountability.

An **enrollment culture** and the system to support this are absent. Generating membership, program and service enrollment is the only way to achieve targets for cost recovery.

The operation does not have a comprehensive set of **operating policies and procedures**, nor the systems and evaluation tools to support their consistent application.

The **Customer Relationship Management** system (MAX) used by the town may not have the business capacity required to support the operation.

#### 6. Facility Design & Improvements

There are a number of facility changes which will support accessibility to a greater portion of the community, which in turn would lead to increased use of the TWHFC. Some of these are necessary to enhance the security and safety of the users, however there are two (2) which will provide enhanced program participation directly.

• With the low, and declining, utilization of the racquet courts over the past three years, it is proposed that one of the courts be renovated by adding a second floor. This will accommodate a group exercise/multipurpose room on the main level and dramatically increase the amount of

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programming; which will lead to greater participation from Children, Youth, Adults and special populations from the community.

 Add a multifunctional piece of exercise equipment on the lower level of the re-purposed racquetball court to further support individual, group or team training. Functional training is extremely popular and can increase participation by the youth and female markets.

# **Financial Capacity**

HSG completed the analysis work to determine the financial capacity of the TWHFC.

The 3 Year Financial Plan indicates that the TWHFC should be able to achieve Cost Recovery in the first year of full operation under the new plan. However, this will be dependent on 3 major factors:

- 1. The migration of members to private fitness facilities in Drayton Valley subsides.
- 2. The quality of programming is high and there is a dedicated Programmer to build and maintain the program at the TWHFC.
- 3. There is qualified fitness staff that is service minded and trained in professional enrollment practices.

# 1. Revenue Generation

#### Membership Dues

TWHFC has achieved a membership enrollment rate of 6% into the community. Standards would indicate that further growth is possible, as the bench mark for enrollment penetration for a community of this sized is approximately 15% amongst all Health and Fitness providers: Based on the younger age demographic is Drayton Valley, this penetration rate could be slightly higher. HSG believe that a reasonable target for the TWHFC is 7.5% provided a stronger enrollment approach is adopted, and enhanced program and service offerings are implemented based on the community's needs.

# Program and Service Fees

HSG believes that revenue for Programs and Services has the greatest potential for growth, and is limited only by the size of the facility and the increase in fitness service offerings in the community.

# Admissions (Drop In/Guest)

Drop In and Punch Pass fees have the potential to grow with a shift in marketing and promotion efforts, which will engage non-members in a casual use of the TWHFC.

# 2. Expense Management

There are significant **fixed** expenses in the operation, costs which for the most part exist regardless of the usage or revenue generated. The 2 drivers are:

• Staffing costs: Core staffing costs are estimated to be 50% of total operating expenses to provide the fitness services and safety outlined in the Operating Plan.

• Facility operations that include utilities and facility maintenance. In the past, not all costs were accounted for in the cost to operate the TWHFC. In addition, consideration must be given to further investment in the replacement of older fitness equipment to ensure reduced maintenance costs and quality of user experience.

#### 3. Cost Recovery

Cost Recovery percentages are a standard metric used in the field of Municipal Recreation. The challenge is that there are different definitions of what costs need to be recovered. The 3 year proforma developed by HSG includes all direct costs to operate the facility as outlined by the Town of Drayton Valley.

HSG believes, that moving forward (Year 1,2,and 3 of full implementation of the Operating Plan) cost recovery should be a minimum of 100% and a realistic target, provided revenue generation can grow and changes as recommended above are implemented, is as high as 119%.

#### A. RESEARCH

Based on our research, HSG has identified that the conditions both in the community and at the Total Works Health and Fitness Centre are favourable to attract a broader community market. However, there would need to be a significant amount of work done to make this happen:

#### 1. GAP ANALYSIS

In September of 2014, Health Systems Group (HSG) was contracted by the Town of Drayton Valley to analyze the current operating structure and design of the Total Works Health and Fitness Centre to assess the gap between its current fitness offering for families, and what it could be offering to be more attractive to families in the community. The research and analysis completed in this study indicated that there is a sustainable pool for the TWHFC to offer services to a broader community market. It was identified that many of the existing health and fitness centre are targeting the adult population between that ages of 18-50 who are traditionally fit. Details of this Analysis can be found in the report titled, 'Gap Analysis' – Transition To A Family Focused Fitness Centre (September 2014).

#### 1.1 KEY INSIGHTS

- 1.1.1 What is working well at the Total Works Health and Fitness Centre?
  - Solid base of members;
  - Good quality fitness equipment;
  - Fitness centre revenue is greater than attributed expenses for 2013 and YTD 2014;
  - Base fitness centre design is conducive to changes to accommodate more programming;
  - Omniplex facilities and surrounding businesses make it attractive for the community to utilize the fitness centre.
- 1.1.2 What challenges are present?
  - There are no staff dedicated to: Programming of activities in the fitness centre, enforce policy or provide exercise guidance;
  - The current design does not effectively accommodate Pre-School, Youth or family use;
  - Some females feel intimidated by the type of equipment, location of locker rooms and culture in the existing fitness centre;
  - The Squash and Racquetball courts and the tanning studio are not high usage areas,
     but take up a great deal of potential programming space;

- There is very little programming space currently available that would be attractive to Pre-School, Youth or families;
- Current policy states that children under the age of 14 are not able to access the fitness centre;
- Current pricing model needs to be condensed and more attractive to families.

#### 2. CAPACITY OF THE TWHFC

The Total Works Health and Fitness Centre is currently composed of 4,825 sq.ft. of space. The facility is located in the Omniplex and occupies three different levels. The lower level (1,285 sq.ft.) houses the male and female change rooms, free weight equipment, two squash/racquetball courts and a tanning bed. The main level (1,025 sq.ft.) is the access point into the facility and has a reception desk, cardio equipment and some weight equipment. The upper level (2,515 sq. ft.) contains selectorized weight equipment, cardio. equipment, storage and two small male and female change rooms.

# 2.1 Space Utilization

There is also the opportunity to utilize the "Boxing Gym" space to host group exercise classes. The use of the Boxing Gym can support increased capacity for membership and enhanced program participation.

It has been identified that utilization of the Racquet Courts is minimal (.61 uses per day) which has been declining over the past three years. There is an opportunity to re-purpose this area to enhance programming and increase participation and attract a market that has traditionally been neglected.

# 2.2 Membership Potential

Applying IHRSA Standards (International Health & Racquet Sports Association) and HSG's own experience in designing fitness facilities over the past 35 years, we have calculated that this amount of space can accommodate approximately **650** members.

#### 3. MARKET ANALYSIS

HSG set out to understand the potential user market for TWHFC. The target market area is defined by the Town of Drayton Valley (12.20 KM). In summary, there is a population of *7,049* from the latest Statistics Canada Census (2011). Fifty percent (50%) Male and fifty percent (50%) Female.

People in the age ranges from 0-34 yrs. were consistently higher, as a percent of the population, than the Alberta average. The greatest difference was in the population between the ages of 25-29 yrs. This makes sense as Drayton Valley's average age (32 yrs.) is much lower than the Alberta average age (37 yrs.) See Schedule 1: Age Range % of Total Population Comparison.

There is a strong presence of children and youth in the Town of Drayton Valley:

- 21.4% of the population aged fewer than 15. The Alberta average is 17.8%.
- Population in the age category of:
  - 0-4 there were (580)
  - 5-9 there were (485)
  - 10-14 there were (460)

As of 2011, the average household income in Drayton Valley was \$116,206 compared to the average income in Alberta of \$85,380.

#### 4. KEY STAKEHOLDER INTERVIEWS

HSG Conducted a series of Key Stakeholder Interviews with 5 people who have been most involved in the operation and future development of the TWHFC. These People include:

Nicole Nadeau, Town Counsel

Nesen Naidoo, Assistant Town Manager

Annette Driessen, Director of Community Services

Jennifer Lundy, Omniplex Manager

Barry Yakimchuk, Assistant Manager - Facilities

The purpose of the interviews was to identify the challenges, goals, and culture that key stakeholders have identified in order that HSG can develop an operating plan that successfully transitions the TWHFC from its current state to a more "community" focused operating model.

# 4.1 Key Learning's from the interviews

- The Total Works Health & Fitness Centre needs to be accessible to a broader range of citizens than it is today.
- The Total Works Health & Fitness Centre needs to incorporate quality programming if it hopes to attract and retain participants.
- The Town needs to consider hiring qualified and service-minded fitness staff at the Total Works Health & Fitness in order to make it an inspiring place to be.

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- The Total Works Health & Fitness Centre needs to rebuild its brand if it hopes to capitalize on a broader demographic of users.
- The Total Works Health and Fitness Centre needs to be mindful of its cost recovery rates if it does not want to become a burden to the tax payer.
- Effective governance needs to be established in order to keep administration accountable, but at the same time allow staff to operate effectively.

More details can be seen in **Schedule 2**: <u>Total Works Health & fitness Centre Key Stakeholder</u> Interviews.

The results of the input from the Key Stakeholders are the basis for the *Key Operating Principles/Practices* indicated on page 12.

# B. STRATEGY FOR IMPACT

The Operating Plan is focused on the successful shift from the existing market (predominantly young adults) to a broader demographic that is more representative of the community. The most critical component of the shift is adopting an operating model which supports the enhancement of a Community Focus through the appropriate application of business systems.

Although the TWHFC does not currently have a strategic plan, The Key Stakeholder Interviews provided guidance for the development of the strategic direction for the purposed of this operating plan. The wording can be changed in the future.

The Operating Plan will stand on the foundation of:

- Vision and Mission
- Core Values
- Long Term Goals and Strategic Objectives for TWHFC
- Key Operating Principles/Practices

#### 1. STRATEGIC DIRECTION

#### 1.1 VISION

To be an inspiring place that enriches the well-being, enjoyment and hopes of the community.

# 1.2 CORE VALUES

Wellness

Respect

Quality

Community

Service

#### 1.3 LONG – TERM GOALS

#### 1.3.1 Service Focus

Be recognized as providing exceptional customer service for the community in the area of Fitness and Wellness.

# 1.3.2 Program Excellence

Be recognized as a leader in community health and fitness operations.

#### 1.3.3 Engaged Community

Achieve strong membership and participation results among residents in Drayton Valley and the county.

# 1.3.4 Effective Operations

Achieve financial stability and growth as defined in the financial operating plan.

# 1.3.5 Leadership Development

Create an environment which supports innovation, superior product value and outstanding staff performance

# 2. KEY OPERATING PRINCIPLES/PRACTICES

In order to provide a practical operating plan for the TWHFC, HSG undertook to define the key operational criteria and characteristics that would satisfy the Town of Drayton Valley's desire to offer programming excellence and to fulfill the requirements of financial sustainability.

As an outcome of the Key Stakeholder Interviews, HSG developed a list of Key Operational Criteria that would need to be satisfied by the Operating Plan. The criteria are:

- 1. Program Excellence;
- 2. Service Focus;
- 3. Community Focus;
- 4. Diversity in Accessibility; and,
- 5. Fiscal Sustainability.

## 2.1 CHARACTERISTICS OF THE OPERATING PRINCIPLES/PRACTICES

#### 2.1.1 Program Excellence

- Provide *leading edge programming and services*
- Provide an option in programming for an Active Living Approach
- Provide *responsive programming* that complements the needs of the demographic range in the community

## 2.1.2 Service Focus

- Provide a 'first class' customer service experience consistent with the facility and staff
- Make extraordinary customer service the focus of all program and business transactions
- Implement a welcoming and comprehensive Membership Integration Process that will encourage / develop a knowledgeable user group

Establish a professional Enrollment System that focuses on Member Retention,
 Referral, and Promotion of Participation

#### 2.1.3 Community Focus

- Provide a safe and secure and respectful environment
- Adopt a multi-generational perspective, promoting social integration, and a family orientation
- Communicate an 'Active Living for all' message
- Partner with community organizations to monitor needs, address common issues, and promote mutual interests

# 2.1.4 Diversity in Accessibility

- Program the facility with a view to be balanced and fair to all members and potential user groups
- Ensure that all segments for the community have an equitable and reasonable
- Use 'Membership' as the gateway through which people access programs and services

# 2.1.5 Fiscal Sustainability

- Generate revenue from multiple sources and effectively manage fixed costs in order to maximize financial contribution
- Develop partnerships with user groups of the Omniplex to promote crossprogramming and service use
- Develop relationships with the credible hotels in the community to supplement 'drop-in' use or punch passes
- Build business *relationships with community businesses* to support special programming for the community
- Build a 'membership base' as a dependable revenue source
- Apply solid business practices to the operation of the facility

# 3. PROPOSED SERVICE DELIVERY MODEL

HSG has converted these Key Operation Practices and associated principles into a workable service delivery model. This model supports the enhancement of a Community Focus through the appropriate application of business systems. The *key characteristics of this model are outlined below.* 

#### A BALANCED MODEL

COMMUNITY FOCUS	BUSINESS APPROACH
Emphasis on long-term relationship building	Diverse Revenue Sources
with members; program participants; and, user	Comprehensive & Consistent Business
groups	Processes
Collaboration with other community groups,	Customer Service Focus
associations and clubs	Pro-active and Professional Enrollment (Sales)
Commitment to a broad 'Active Living'	Systems
approach	Building and retaining the 'Membership' base
Equitable and reasonable access to ALL	as a key Revenue source
constituents	Controlled Operating Costs (application of a
Social integration	Cost Recovery Model for all programs and
Multi-generational perspective	Services)
	Rigorous Financial Controls

# 3.1 KEY CHARACTERISTICS OF THE MODEL

- 3.1.1 Membership will continue to be the foundation for achievement of the TWHFC business objectives, but with a renewed focus
  - Membership Model
    - To become a member of the TWHFC is the beginning of a relationship; and entry to a sense of community, belonging, support and connection.
  - What value should TWHFC strive to deliver through membership?
    - Community values
    - Engagement in a Supportive Community
    - Flexibility & Responsiveness (my interests / my time)
    - Program & Service Excellence
  - Membership Policies
    - Support flexibility, and accommodate diverse accessibility
    - Organize based on Customer Focus easy to do business with
    - Includes a User 'Code of Conduct'
  - Membership Fees
    - At a level slightly below commercial/private fitness facility level (based on HSG's Competitive Analysis).
    - Increases are normally on an annual basis (on average, 2% based on the Consumer Price Index CPI).

# 3.1.2 In order to achieve its Membership goals, TWHFC will need to adopt Professional Enrollment Methods

- Marketing and Promotion
- Market: (Position and Brand) follow a set of TWHFC Branding Guidelines and Design Code that should be developed with a comprehensive Marketing Strategy
- Promote: Membership A 'renewed' community focus
- Comprehensive Promotion plans including social media strategy
- Internal promotion of (registered) programs and services

# 3.1.3 Use of Professionally-trained staff to enroll members as part of their role

- All staff at the TWHFC are trained to provide professional enrolment of members
- Participates in New Member Integration process
- Fulfils enrollment activities
- Targets are identifies for the enrollment of membership, registered programs, and services.
- Enrollment strategy would include both strategic partnerships and cross promotion strategies (see Section 3.3: Promotional Recommendations PAGE 27 for further details).

#### 3.1.4 Program Excellence

Fitness as an industry is evolving rapidly, both in terms of the technological sophistication of the equipment available, and the programs being offered. The TWHFC will need to remain in touch with the latest developments and 'Best Practices' in the health and fitness field in order to provide the most up-to-date 'first class' experience for its members and the community.

Based on research of the fitness field through affiliation with the International Health & Racquet Sports Association (IHRSA) and recent conferences in the fitness business, we recommend the TWHFC address the following future trends with its Fitness/Wellness programs and services.

- a. **Integrated**: The combination of programs, services, and use of facilities and equipment to provide enhanced and innovative user-experiences. For example:
  - Wellness and Fitness programming is amalgamated,
  - The use of Cardiovascular Equipment and Group Fitness to design new Functional Training Classes.

- b. Connected: Members and participants will experience TWHFC programs and services beyond their regular hours / week when they are "physically" present in the TWHFC facility. TWHFC would do this by:
  - Engaging them in incentive challenges to remain active 'beyond the 4
    walls;
  - Staying in touch with members, and interacting with them through different forms of digital and social media; and,
  - Having TWHFC fitness professionals applying the use of technology to reach, connect (and track) their clients beyond the 4 walls to offer guidance and encouragement.
- c. **Community** (Building Community): TWHFC would hire professional Fitness staff who are passionate about fitness/wellness and who can build strong relationships with participants. Through its staff, TWHFC would **engage** members and participants in activities that "bond" each other together through common interests. TWHFC would do this by:
  - Creating 'clubs within clubs";
  - Supporting local charitable organizations and event; and,
  - Hosting social events beyond the day-to-day fitness programs (e.g. Grey Cup Party, Olympic celebration, Hiking Club, Cycling Challenge, etc.) to engage members in a socially-enjoyable way.

TWHFC Fitness staff would have key roles in nurturing relationships; experiences with members would be driven by the high importance of member-to-member and member-to-staff relationships. Staff time would be focused on the floor with members or in activities that build relationships, generate fun and create memorable experiences.

- d. Interactive: Through the increased use of the IT applications that Fitness Equipment Manufacturers are increasingly installing in/on their equipment, TWHFC would be able to offer members bike trips, cycling races, hikes, mountaineering expeditions, all from the safety of the Cardiovascular training / Entertainment experience.
- e. **FUN**-ctional (experiences): TWHFC Fitness staff would be experts in delivering fun and interactively functional workouts (in large and small-group settings) that focus on conditioning a person/member to be capable of doing real-life activities in real-life situations. TWHFC programs would not just rely on equipment that promotes lifting a certain weight in an idealized posture, created by a selectorized machine.
- f. **Tracking**: Technology in 2015 increasingly allows greater capacity for users to track and monitor progress and TWHFC would be ready, knowing how it can

best apply these rapidly evolving technologies. Some examples include: Nike Fuel Band, Polar MyZone, Tractivity, etc.

The (data base) system that TWHFC would apply to its programs should enable it to provide more sophisticated forms of tracking to foster improved user adherence and member retention. As a consequence TWHFC would provide a level of "metrics mastery" that would be able to interpret a member / participant's results to enhance their user experience.

#### 3.1.5 Service Focus

In a service driven society, any facility requires a strong Service philosophy, approach and fulfillment structure. The key ingredients that ensure great customer service on each and every participant/member/user visit include:

- Building a culture of exceptional customer service;
- Making every customer visit a positive experience;
- Making operating and policy decisions first from the customer's perspective;
- Ensuring there is continuous customer service training for staff;
- Recognizing good customer service by staff; and,
- Measuring Customer Service on an ongoing basis.

# 3.1.6 Fiscal Sustainability

The TWHFC should operate from the underlying, implicit assumption that the Fitness Centre focuses on achieving, at minimum, a break-even contribution by enhancing revenues gained from Membership, Programs, and Services, while controlling Costs.

There should be a professional enrollment structure, with the resources necessary to enhance revenue growth.

Registered Programs and Services need to be evaluated based on a Cost Recovery Model, as approved by Recreation Services, to ensure that the overall financial plan is supported by prudent pricing decisions.

Administration Support Services at the Omniplex would need to provide:

- A comprehensive Membership, Prospect and Guest database;
- A pre-authorized payment option (both credit card and banking); and,
- Timely financial reporting upon which the business can be analyzed and management decisions can be made.

#### 4. MEMBERSHIP FRAMEWORK

HSG proposes the TWHFC retain a Membership Model. However, we are recommending that the TWHFC adopt membership types and categories as recommended in the membership structure, and price at a rate that captures the true value of the offering, and contributes to the financial sustainability of the facility.

#### 4.1 PURPOSE OF THE MEMBERSHIP FRAMEWORK

- It supports taking a business approach to the operation, by providing a consistent, predictable source of Revenue;
- Membership allows the operation to develop user data, which can be used to provide the
  information necessary to understand user attendance and program preferences, which is so
  valuable for future planning;
- It also provides the means by which to selectively communicate with segments of the membership, and to enhance revenue generation through extra service and program offerings;
- Membership provides the greatest flexibility and accessibility to the user;
- It allows for setting higher non-member and guest program fees; and,
- It allows members keep their cost per use low.

#### 4.2 SUPPORT FOR THE MEMBERSHIP APPROACH

- Implementing a comprehensive promotion and enrollment strategy;
- A robust Member Management Database;
- Operating with a strong service focus;
- Adoption of a member/user engagement plan; and,
- Implementing a Member Integration and Engagement Strategy, (this would contribute to 3 key outcomes: member retention, referrals and the purchase of additional services).

# C. OPERATIONAL CONSIDERATIONS

#### 1. MEMBERSHIP STRUCTURE

In order to establish a fair and equitable membership framework, HSG conducted a Competitive Analysis of facilities within the Town of Drayton Valley. This analysis included mainly the private "boutique" clubs and the Any Time Fitness Centre. This analysis can be referred to in **Schedule** 3: Competitive Analysis.

#### 1.1 MEMBERSHIP TYPES

#### 1.1.1 Full Fitness

Includes access to ALL fitness facilities (Weights, Cardio Equipment, Racquet Courts and Walking/Running Track) and core program/services (see Core Services below, for further details) and member rates on specified registered or fee-for-service programs.

#### 1.1.2 Gym & Swim

Includes access to the TWHFC Core Services, as outlined in the Full Fitness Membership, and aquatics and recreational programs such as lane swimming and recreational swims. There will be member rates on specified registered or fee-for-service programs.

# 1.1.2 Indoor Walking/Running Track

Includes access to the indoor walking/running track in the Omniplex. There will be member rates on walking/running track specified registered or fee-for service programs.

# 1.2 MEMERSHIP CATEGORIES

#### 1.2.1 Adult

Individuals between the ages of 25 and 59. The adult rate becomes the base rate from which all other membership rates are calculated.

#### 1.2.2 Seniors

Seniors are individuals aged 60 and over, and will pay approximately 70% of the Adult Rate.

#### 1.2.3 Youth

A Youth is between the ages of 16 and 24 and will pay approximately 70% of the Adult Rate.

#### 1.2.4 Children

Children up to the age of 16 will be designated for access to programming and racquet sports (under supervision).

# 1.3 SPECIAL MEMBERSHIPS

# 1.3.1 Add-On-Memberships

Individuals may "add-on" a membership (category) to an existing membership. If the most expensive membership is charged at 100% of the list price, additional memberships receive a 10% discount provided there is a single payer.

#### 1.4 SHORT - TERM ADMISSIONS

#### 1.4.1 Drop-in Pass

Individuals may purchase a Drop-in-Pass as a form of access to the TWHFC:

- Full Fitness Pass allows use of:
  - o Fitness equipment
  - o Racquet court
  - Walking Track
  - Core Group Exercise Class
- Walking Track allows for use of the walking track only.

Drop-In-Pass				
Full Fitness Gym & Swim Walking/Running Track				
Adult (25-59 yrs.)	\$12.00	NA	\$5.00	
Senior (60+ yrs.)	\$8.50	NA	\$3.50	
Youth (16 – 24 yrs.)	\$8.50	NA	\$3.50	

<sup>\*</sup>Drop-in Pass is good for one visit per day

<sup>\*</sup>People 16 year of age or older are eligible for a drop-in-pass

#### 1.4.2 Punch Pass (10 Visits)

Individuals may purchase a Punch Pass as a form of access to the TWHFC:

- Full Fitness Pass allows use of:
  - Fitness equipment
  - Racquet court
  - Walking Track
  - Core Group Exercise Class
- Walking Track allows for use of the walking track only.
- The Punch Pass rate will be the value of the monthly fee rate less 10% on an adult pass. Seniors and Youth receive a Punch Pass at 70% of the Adult Rate.
- All Punch Passes must be paid in full at the time of purchase.
- Punch Passes are non-refundable.

Punch Pass (10 Visit)							
	Full Fitness	Gym & Swim	Walking/Running Track				
Adult (25-59 yrs.)	\$108.00	NA	\$45.00				
Senior (60+ yrs.)	\$75.50	NA	\$31.50				
Youth (16 – 24 yrs.)	\$75.50	NA	\$31.50				

<sup>\*</sup>Punch Pass is good for one visit per day

# 1.5 SPECIAL OFFERS

During the year, the TWHFC may make 'Special Membership Offers' available to identified groups, such as youth and students during the summer.

#### 1.6 MEMERSHIPS TERM & FEES

First year MONTHLY & ANNUAL rates are proposed as follows and are reflective of:

- HSG's Competitive Analysis. See Schedule 3: Competitive Analysis
- Analysis of what members are currently paying at TWHFC
- Product Offerings
- Caliber of Facilities and Equipment
- Financial Requirements

<sup>\*</sup>People 16 year of age or older are eligible for a Punch Pass

MEMBERSHIP								
	Full Fitness		Gym & Swim		Walking/Running Track			
	MONTHLY	ANNUAL	MONTHLY	ANNUAL	MONTLY	ANNUAL		
Adult	\$45.00	\$486.00	\$55.00	\$594.00	\$21.00	\$227.00		
Senior	\$32.00	\$346.00	\$39.00	\$421.00	\$15.00	\$162.00		
Youth	\$32.00	\$346.00	\$39.00	\$421.00	\$15.00	\$162.00		

#### 1.7 KEY POLICY RECOMMENDATIONS

- 1.7.1 Membership Agreement
  - Minimum of a 4-month commitment; cancel thereafter with 30 days notice
- 1.7.2 Joining/Admin Fee
  - NA
- 1.7.3 Payment Options
  - Monthly pre authorized banking or credit card
  - Annual Credit or Debit
- 1.7.4 First Payment
  - Pro-rated amount from the start date to first monthly payment- depends on the capacity of the Membership Database
- 1.7.5 Freeze/Hold
  - Minimum of 30 days/1 month
  - These memberships will be charged a "hold fee" of \$15 per month, plus any applicable locker fee, except for medical reasons
- 1.7.6 Cancellation/Termination Initiated by the member
  - Term memberships automatically terminate
  - Individuals may cancel for any reason, after 4 months, with 1 month notice or one additional monthly payment
  - Cancellation reasons are tracked to provide Marketing and Enrollment information
- 1.7.7 Cancellation/Termination Imposed by TWHFC
  - If payment is not received based on A/R policy (delinquency)
  - Repeated breach of the Rules, or Gross of Conduct, or a gross misdemeanor, can trigger termination

#### 2. PROGRAMS & SERVICES

Purchasing a Membership at TWHFC will entitle the member to certain 'core programs and services'. Additional (specialized) services will also be available on a fee-for-service basis.

#### 2.1 CORE SERVICES

#### 2.1.1 HOURS OF OPERATION

- Monday to Friday 6:00am to 9:00pm
- Saturdays 8:00am to 8:00pm
- Sundays and Holidays 8:00am to 7:00pm

#### 2.1.2 MEMBERSHIP TYPES

# FULL FITNESS

- Individual fitness
  - Comprehensive orientation (Equipment demonstrations, gym etiquette, group exercise and personal training, personal training walking/running track information).
  - Starter program
  - On-Floor "coaching"
  - Participation/Retention Challenges
- Group Exercise (Core Class Access)
  - Minimum of 11 classes a week (7 classes in Non-Peak season)
- Racquet
  - Use of Racquet court during open court times
  - 5 day advanced booking privileges
  - 1 court booked at any one time
  - Access to ladder league
  - Member rates of racquet tournaments and events
  - Member rates on lessons
- Walking/Running Track
  - Access to Track
  - Access to core programming for the Track
- Registered Programs
  - All registered programs at member rates (15% to 20% discount)
- Participation/Retention Challenges

#### GYM & SWIM

Gym

Full Fitness (Core services as described above)

#### Pool

- Access to Park Valley Pool
- Lane swim
- Recreation Swims

#### WALKING & RUNNING TRACK

- Access to Walking & Running Track
- Orientation (Track etiquette).
- Consultations (Fitness, Nutrition, Foot ware etc.)
- Starter program
- On-Track "coaching"
- Access to CORE programming for the Track
- Participation/Retention Challenges

# 2.2 ADDITIONAL MEMBERSHIP SERVICES (EXTRA FEE)

- Locker Rental \$8.00 per month
- Small lockers \$1 Storage of valuables in public area (To Be Determined)
- Towel 2 towels per visit \$15 per Month

# 2.3 PROGRAMS AVAILABLE (EXTRA FEE)

Members will have access to these programs at member rates and in some cases may have early registration opportunities.

- Personal Training including private, semi-private and small group training
- Nutritional Coaching
- Sport Specific Training
- Weight Loss/Management
- Registered Programs (Wellness Programs, Specialty Programs, and Clinics etc.)
- Child and Youth programming (See Schedule 4 Sample Program Schedule) Physical Literacy, Homework, Art, Dance etc.

#### 2.4 WELLNESS PROGRAMS

TWHFC has an opportunity to promote Fitness and Wellness outside the four walls of the facility. Wellness programming is an opportunity to promote health and wellbeing to those who traditionally do not frequent the fitness centre.

- Walking Programs for special needs groups
- Health Fairs
- Public education on Wellness
- Seated fitness classes

#### 2.5 SPECIAL NEEDS PROGRAMS

- Rehabilitation (Cardiac Rehab, Injury, Return to Work Programming)
- Community members with disabilities

#### 3. MARKETING

In keeping with the balanced Community / Business Approach, HSG proposes a proactive marketing and enrollment approach for the promotion and selling of TWHFC memberships and programs.

The marketing and enrollment strategy for the TWHFC will complement the strategic plan.

The key components and opportunities for the successful marketing and enrollment of fitness services and programs are outlined below. We recommend that the majority of these be included in the overall marketing strategy for the TWHFC. HSG recommends a proactive marketing and enrollment effort to maximize the success of the facility.

#### 3.1 THE FOUNDATION – STRATEGIC PLANNING

- 3.1.1 Key components of a Strategic Plan for the TWHFC
  - Vision and Mission
  - Core Values
  - Strategic Objectives
  - Branding and Design Code (for logo, slogan/tag line, images, colours, fonts, etc.)
  - Creative Briefing Outline
  - Specific markets and approaches, articulated in a Strategic Marketing Plan

# 3.2 MARKETING RECOMMENDATIONS

The strategic Marketing Plan will focus on positioning the TWHFC in the market as a desirable, affordable, accessible and inspiring place to be. The goal will be to stimulate interest, curiosity and excitement within the community. TWHFC should elicit the feeling within the target markets that it offers Fitness and wellness services that are accessible to citizens of all levels, and therefore they want to belong here, and be associated with the facility (brand).

#### 3.2.1 TWHFC Branding Guidelines

- Unique Brand Clarity & Differentiation
  - HSG believes that the TWHFC Brand needs to present the facility as a
     'Centre for Inspiration'. This will contribute to the operation being seen as
     providing service, not only to the traditionally fit and healthy, but to
     community members who are aspiring to have a better quality of life.

#### 3.2.2 Innovative Product and Program Strategy

In alignment with the branding, HSG believes that the TWHFC should provide a comprehensive offering of individual, small group and large group fitness programs that support:

- Fitness as physical activity for general health and wellbeing;
- Fitness as medicine for rehabilitation or health improvement;
- Fitness for performance enhancement; and,
- Fitness as sport.

In keeping with the Key Operating Criteria outlined in **Section B, 2: Program Excellence**, program offerings need to be leading edge, responsive, effective and safe.

Programs need to be offered for every age group, gender, and every physical capability. See **Schedule 4**: <u>Sample Program Schedule</u>. In order for the TWHFC to maximize participation for families, consideration needs to be given to schedule some children's programs at the same time as adult program offering.

#### 3.2.3 Creating an Inspiring Environment

TWHFC will aspire to wow customers with customer service excellence that is consistent with its level of high-quality programming, facility and equipment.

#### 3.2.4 Information Technology

TWHFC needs to evaluate the capacity of its existing Member Management System for capturing key membership data and creating reports that are useful for future marketing decisions. Targeted data reports that are able to cross-tabulate for (age, participation, spending etc.) allow the use of targeted communication to attain greater enrollment and retention of members and guests. If the existing membership management system does not have this capacity, consideration needs to be given for a new or upgraded software package.

#### 3.2.5 Digital Marketing & Social Media

TWHFC should expedite the review of its existing website with specific pages to reflect its new direction and service offerings. Consideration should also be given to the use of Constant Contact (or other system) to connect with members and visitors, maintaining a blog, targeted Facebook advertising, and the use of social media including Twitter, Facebook, Flickr and YouTube.

#### 3.2.6 Strong Strategic Alliances

- Promoting TWHFC as a facility of Inspiration by building strong relationships with Community User groups (Sports Leagues, Schools, Care facilities, Physio Therapy Clinics etc.).
- Strong relationships with Corporations in the community that have the same values can help support, through sponsorship, specialty programming for community members (Child and Youth programs to inspire physical literacy, Teen programs to develop confidence, Walking Programs to support active living etc.)

#### 3.3 PROMOTION RECOMMENDATIONS

#### 3.3.1 Website

- The website should offer a navigable tour of the TWHFC services and activities, allowing potential customers to easily skip to the areas of interest to them (Membership, Personal Training, Programming, Events etc.)
- Once the fundamental branding decisions are made, an early-edition "Microsite" should be considered if a more comprehensive site cannot be available until a later time.

#### 3.3.2 Social Media

- "Word of Mouth" communication about TWHFC experiences through social media channels is having an increasing influence on membership purchases and participation in activities.
- Social networking applications are a way for existing customers to interact more deeply with each other and with the brand of the TWHFC. It will also allow

customers to easily share and promote the TWHFC to their Facebook friends by making some activities appear in their New Feeds. This will help customers seek out friends, family, and colleagues as referrals, fulfilling their goal to achieve referral awards.

# 3.3.3 Digital Media

- Digital Media is an exciting technology that combines the Internet, television, computers and high-resolution plasma and LCD screens to provide an advanced communication tool encompassing entertainment, information and advertising.
- Located in high-traffic locations (both in the TWHFC and Omniplex), digital
  advertisements may run concurrent with television, news, business, sports
  headlines, weather, community news, facility scheduling and messaging.
   Advertising on this medium is cost-effective, high frequency and visually powerful.

# 3.3.4 (Downloadable) and Printable Brochure

A brochure is an ideal tool to use for advertising. Brochures come in different formats, usually containing one or more folds to create a miniature book-style advertisement. Program brochures are suitable for promotion different types of products, programs, classes, or events, simply because they allow you to fill the pages with plenty of information and still keep it looking attractive. Today, most Health and Fitness Centres are printing limited hard copies of their brochures and uploading pdf versions available for downloading at their websites.

#### 3.3.5 Email Newsletter

Email Newsletters are direct emails sent out on a regular basis to a list of subscribers, members, and/or customers. The primary purpose of an email newsletter is to build upon the relationship of the TWHFC with the customers/subscribers. The hope is that this might (and should) indirectly result in an increase in enrollment, but the focus should be on providing relevant, useful content that subscribers may be interested in. It is a best practice to send one Newsletter per month to your members / subscribers.

#### 3.3.6 Advertising

#### Would include:

- Digital advertising
- Flyers distributed at area establishments
- Newspaper advertising (Drayton Valley Western Review)
- Signage

#### 3.3.7 Member Retention

A comprehensive member retention strategy should be implemented including:

- Enrollment Activities how and what is sold Retention starts here
- New Member "Orientation / Integration
- Member Communication Newsletters, bulletins and program guides, email, twitter, blogs etc.
- Relationship Management Including special events, open-houses etc.
- Attendance Tracking and Management Review of who is not frequenting the TWHFC and contacting them
- Membership Policies and Procedures
- Membership Renewal and Cancellation Identifying reasons for cancellations, trying to recover, if possible, and recognizing that there may need to be some adjustments to programs and services depending on the trend in cancellations.

#### 3.3.8 Member Referrals

Referrals from existing customers are a very important part of lead generation. To encourage referrals, TWHFC should implement both an on-going referral program (where members who refer a new joining member are rewarded for each referral) and referral campaigns where there is a dedicated focus for a period of time (usually with more significant rewards).

#### 3.3.9 Strategic Alliances

Through the development of Strategic Alliances with User Groups and Businesses, TWHFC will reach a much larger market and gain greater exposure for its services in a cost effective manner. A list of potential strategic alliances can be found in **Schedule 5**: Strategic Alliances.

#### 3.3.10 Cross Promotion

It will be important for the various departments within the Omniplex to collaborate and communicate with one another to maximize the potential for each area.

#### 3.3.11 Public Relations

Public Relations is an important lead-generating tool. It creates brand awareness; and has the potential to position TWHFC as a credible source of expertise, where appropriate. It is important to have strong partnerships with business retailers, complimentary recreation facilities (Such as the Park Valley Pool, Drayton Valley Golf Club, Drayton Valley — Brazeau Snow and Ski Club etc.) for the purpose of reciprocal arrangements. These add value to the members. Public Relations activities need to be addressed in the TWHFC's Marketing Plan.

The Public Relations program may include (as appropriate):

- Participation in Community Events
- Participation in community-oriented committees (i.e. Health \Networks)
- Written articles for release to external media
- Participation in local, regional associations (Drayton Valley Business Association)
- Sponsorships
- Guest speaking
- Contests

#### 3.4 MEMBERSHIP ENROLLMENT RECOMMENDATIONS

#### 3.4.1 Foundation

- TWHFC will need to adopt the view that Enrollment is a process that integrates managing enrollment targets, enrollment processes and personnel in a productive and dynamic environment to achieve the revenue targets of the business.
- It is important to understand that enrollment is a process of uncovering what people need / want, and then helping them get it. It is the first and perhaps most important step in providing great Customer Service.
- When TWHFC sells, you will not be selling a membership; but rather, enrolling an
  individual in a relationship with the community; and in a lifestyle of enhanced
  health and well-being. This requires value / benefit / solution selling; NOT price /
  transaction selling.

TWHFC will need to have an Enrollment Plan. The Enrollment Plan will use the
guidance from your Strategic Plan, Marketing Plan and your Branding &
Communication Guidelines, to specify how the Facility is going to achieve its
Membership and Program revenue goals. It will spell out exactly how your
Enrollment Promotion and Referral Campaigns are going to compliment your
individual Enrollment activities.

#### 3.4.2 Membership Enrollment Strategy

The Membership Enrollment Strategy should include:

- The development and maintenance of an Enrollment culture. This means that each
  and every person working (or supporting the Centre) needs to act in a way that
  supports membership enrollment.
- Philosophically, members should not be "sold", but instead are effectively served, and then decide to "purchase" a service that they desire.
- All TWHFC staff should have the training and ability in enrolling members.
- All staff is accountable for achievement of monthly enrollment targets; and therefore must have EVERY opportunity to achieve the targets.
- Every prospect that enters the TWHFC should be handled in the same manner and experience the same process. This means that the Fitness Staff are the first point of contact (after being greeted).
- The Omniplex Reception staff needs to be a part of the membership enrollment process. They should be trained in key enrollment functions and also be recognized for their contribution to the achievement of monthly membership targets.

#### 4. OPERATIONAL ASSUMPTIONS

HSG has created some assumptions that have been implicitly outlined in the body of the Operating Plan, which taken together in combination, produce a viable business model that is economically productive, and also meets the community characteristics envisioned by the Key Stakeholders.

#### 4.1 OPERATING HOURS

We assumed the TWHFC would be open 7 days / week; with the only days of closure being December 25<sup>th</sup> and January 1<sup>st</sup>.

- Monday Friday 6:00am 9:00pm
- Saturday 8:00am 8:00pm
- Sunday & Holidays 8:00am 7:00pm

### 4.2 STAFFING REQUIREMENTS

HSG utilized a wage comparison to its own internal operations to support our assumptions for the TWHFC. We understand that the Town of Drayton Valley would need to take the staffing recommendations and have these evaluated for determination of Union eligibility.

Program Coordinator: Shared responsibilities between the Town and the TWHFC

• Fitness Consultant: 2 FTE and 2 PTE

• Reception: 2 FTE and 2 PTE

#### D. THE ORGANIZATION

#### 1. GOVERNANCE MODEL

It is recommended that the TWHFC adopt a management model which is designed to *support* the operation and professional staff. That is, the management model needs to provide for:

- Clarity in direction, objectives and measurables.
- **Support** through the provision of tools and resources, and with respect and trust for the professionals who are hired to manage the strategic and operating plan.
- Accountability at all levels of the operation. The individual or team that is accountable for results also needs to be given the appropriate degree of responsibility.

Membership engagement can be provided through Membership Focus Groups. Oversight will be provided through the professional staff from the Town. All budgets, operating plans and policies and procedures will be approved by Council.

#### 1.1 MEMERSHIP FOCUS GROUPS

- Focus groups will be developed for the TWHFC. The primary function of a focus group is
  to provide feedback and programming suggestions and volunteer support to special
  events and activities. This group should also be able to connect the professional staff
  with community resources and groups they are involved with.
- Focus groups will assist the professional operating team in staying current with community need, interest and ideas.
- Key oversight roles for these individual's support to TWHFC will come from the Director
  of Community Services who will include the Recreation and Culture Manager in all key
  discussions/decisions.

#### 2. OPERATIONAL MANAGEMENT

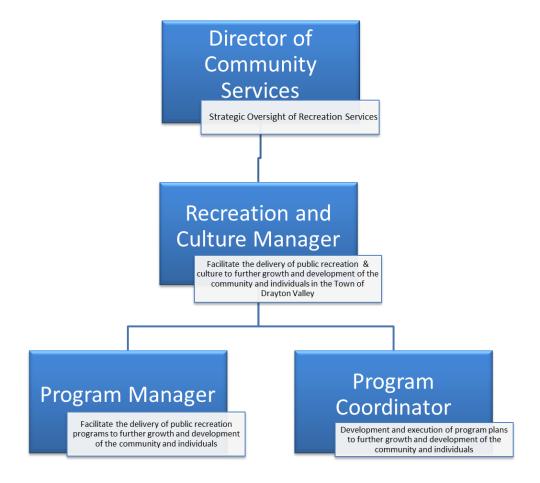
The day to day operation of programs, services and membership will be managed by a professional team. This team will have responsibility and accountability for operational planning, decision making, monitoring and reporting. They fill their various roles being **guided by** 1) the strategic vision 2) a 3 year strategic plan which they have participated in developing; 3) the approved detailed annual operating plan; and are **supported in** their activities by the governance team outlined above.

This professional management/operating team will be enabled through:

A Strategic Plan, to be developed in collaboration between the on-site professional team;
 the Town's management over site team; and approved by Council;

- Supportive tools, resources and operational policies; and,
- A **Performance Management** strategy which holds individuals and departments accountable for achieving desired outcomes.

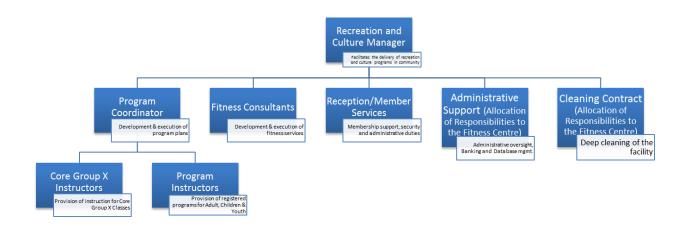
The team lead for TWHFC will be the Recreation and Culture Manager who reports to the Director of Community Services. The Recreation and Culture Manager will lead a team made up of the Program Manager, Program Coordinator, Fitness Consultants and Reception staff.



### 3. TWHFC STAFF TEAM

The Management Team (above) will work with a staff team consisting of:

- Fitness Consultants: 2 FTE
- Fitness Consultants: 2 PTE (Weekends)
- Reception / Member Service 2 FTE
- Reception / Member Service: 2 PTE (Weekends)
- Administrative Support (10% of 1 FTE)
- Maintenance (5% of 2 FTE)
- Cleaning Contract



The core staffing described above is needed to provide appropriate levels of facility and program supervision during all hours of operation (98 hours per week) including:

- Monday Friday 6:00am 9:00pm
- Saturday 8:00am 8:00pm
- Sunday 8:00am 7:00pm

#### 4. OPERATING COSTS

Operating costs will increase due to the professional staff required to deliver the services compared to the current operation. However, cost recovery may reach 119% by year three.

#### 4.1 STAFFING RELATED EXPENSES

- 4.1.1 Staffing expenses will be a significant component of increasing costs for the following reasons:
  - Costs associated with directly staffing and operating the fitness centre (in contrast
    to the current model where the member checks in at reception and are left on their
    own in the facility), which will provide greater service and safety standards for the
    facility.
  - Increased investment in instructors, specifically due to the addition of programming for adults, youth, children and seniors that will provide an enhanced level of service to the community.
- 4.1.2 Other areas of increased cost from the current operation include:
  - Increased Marketing efforts to re-brand the facility and to effectively attract a broader community market.
  - Promotion and enrollment related activities.
  - Administrative and program supplies, simply because programs will be offered.

#### 5. REVENUE GENERATION

TWHFC will be required to generate substantially more revenue than in the past in order to:

- Offset as much of the increasing costs (outlined above) as possible;
- "Make up" for the loss of membership migrating to competing facilities; and,
- Keep the increased tax burden to the community at a reasonable level.

The Town's capacity to generate the revenue necessary to achieve desired financial outcomes is impacted by:

- The size of the residential population (including small communities in the surrounding area). This means the operation will need to attract higher participation/user rates.
- The average household income for residents in the community appears very high; however, there is a middle and lower income portion of the community that need to be served. This means that membership and program fees will need to be moderately priced in order to maximize participation.
- The ability to engage temporary workers to Drayton Valley "drop in" users of TWHFC.
   This requires the development and maintenance of strong partnerships with the hotel and businesses in Drayton Valley.

In order to achieve desired revenue targets, TWHFC needs to achieve outstanding user/participation rates. To achieve required participation numbers, TWHFC will need to implement a strong, consistent promotion and enrollment strategy. This means a commitment to:

- Investing in a promotion and advertising plan;
- Implementing professional enrollment practices that will include: a formal Marketing & Enrollment Plan and, dedicated roles and responsibilities in enrollment to fitness and reception/member service staff;
- Creating unique program offerings;
- Building a strong enrollment and services culture by incorporating a mix of people and processes that fosters an environment where enrollment and customer satisfaction are of primary importance.

#### 6. PROGRAM PARTICIPATION GROWTH PLAN

Providing activity programs encourages a sense of pride in and an appreciation for your community's values. Bringing your resident's in touch with each other and their environment builds stronger families, reduces loneliness, promotes ethnic and cultural understanding and enhances community spirit. People meet their neighbours and develop friendships in recreation programs. Involving children in constructive activities helps them stay out of trouble. Programs provide alternatives to self-destructive behavior and help prevent crime.

Recreation programming plays an important role in economic development. When businesses relocate, they look for areas where their staff will have excellent community services. A significant factor in making a community attractive to live is the number of local recreation facilities and programs.

Historically, programs and program participation has been inconsistent at the TWHFC. Programming will be a very important aspect to the TWHFC if it is to be successful at attracting

and retaining a broader demographic of the community. Program revenue generation can be a significant portion of revenue generation for the TWHFC. It is estimated to represent approximately **15%** of total revenue by year 3.

As there will not be a Full Time Programmer dedicated to the TWHFC, it will be very important to have a comprehensive program plan in place with support in the plans' implementation by both the Program Coordinator and the Program Manager for the Town of Drayton Valley. There can also be some support provided by the reception and fitness personnel at the TWHFC.

In order to support the development of a strong program following, the TWHFC will need to focus on enrolling and retaining memberships in the next 1-3 years of operation. A strong membership base that is attracted by the added value of CORE classes will help to promote the success of the registered programs. Once membership grows to ideal levels, the rate of participation in registered programs will grow to a point that 113% of the costs will be covered through the revenue generated by year 3. There is potential to grow the cost recovery level to 120% if the programs are of very high quality with a positive response from the community.

Through the development of a diverse program schedule, TWHFC will appeal to a much larger market and gain greater exposure for its services. A sample of a program schedule can be found in **Schedule 4**: <u>Sample Program Schedule</u>.

Three year operating projections target a 23% increase in registered program participation/enrollment between year 1 and 2, and a 39% increase between year 2 and 3. The substantial increase in year 3 is due to the addition of one more pre-school program and an additional youth program. As well, we are anticipating that enrollment will continue to increase. See Schedule 6: Program Financial Summary for more details.

#### 7. KEY SUCCESS FACTORS

#### 7.1 FOCUS ON SERVICE

In today's world, any institution requires a strong Service philosophy, approach and fulfillment structure. The key ingredients that ensure great customer service on each and every participant/member/tourist visit include:

- Build a culture of exceptional customer service;
- Make operating and policy decisions first from the customer's perspective;
- Ensure there is continuous customer service training for all staff;
- Recognize good customer service by staff; and,
- Measure Customer Service.

#### 7.2 PROVIDE QUALITY PROGRAMMING

Quality programming can provide enjoyment without any other outcomes. However, great programs can also meet personnel needs by providing people with the opportunities to enhance their physical and emotional well-being. The TWHFC programs have the potential to help citizens improve their health and fitness, learn to compete and cooperate, enhance their creativity, build relationships, develop character, reduce stress and become happier and more involved in community life. In a nut-shell, quality programs provide life-enriching experiences that help people develop self-confidence and increase self-esteem.

#### 7.2.1 Guiding Principles for Quality Program Planning

- Enhance rather than compete with other community recreation activities by filling the gaps and not duplicating existing activities as much as possible.
- Provide a variety of levels of skill and ability, with basic skills emphasized.
- Provide opportunities for competitive and non-competitive programs.
- Serve all ages and provide equal access for both sexes.
- Provide for participation in all programs on an inclusive basis by people with disabilities.
- Encourage family recreation by providing opportunities for the family to play together as a unit and with other family groups.
- Include active and passive forms of recreation.
- Provide activities for different periods of free time.
- Improve programs through continuous evaluation and modification.

#### 7.3 TAKE A COMPREHENSIVE PROMOTION AND ENROLLMENT APPROACH

In order for a Health & Fitness Centre to achieve strong participation, requires a comprehensive promotion and communication strategy.

In the case where an operation relies to any great extent on participant and user fees to achieve financial outcomes, then a dedicated and *profession enrollment approach* is required, including:

- Implement a promotion and advertising strategy.
- Define the program/product offerings; determine appropriate fee structures. Implement professional enrollment practices that would include: A formal Marketing & Enrollment Plan.
- Build strong partnerships with the hotel and businesses to support efforts in achieving high usage patterns from this market segment. Increasing use by term workers is critical to success.
- Define or create unique events and program offerings be innovative and creative.
- Build a strong Enrollment culture by including all staff in the process that fosters an
  environment where enrollment and customer satisfaction are of primary importance.

#### 7.4 IMPEMENT A STRONG MEMBER/USER ENGAGEMENT STRATEGY

Research shows that when you have strong member engagement, three key things happen with members/users:

- They stay as members longer so renew year after year;
- They refer more friends to your facility and programs; and
- They spend more money on programs or other services.

Some of the key ingredients of member engagement include:

- Involvement in and use of multiple programs and services
- Engaging conversations and connections with staff
- Providing great user experiences
- Making it easy to do business with

#### 7.5 CLEARLY DEFINE ROLES AND ACCOUNTABILITIES

Ensure that strategic oversight is designed to support the operation and professional staff. Council and prominent members of the community need to become champions and advocates of the facility and the professional staff.

- Clarity in direction, objectives and measurable's.
- Support through non-interference, respect and trust for the professionals who are hired to manage the strategic and operating plan.
- Develop a framework that supports Accountability. The individual or team that is accountable for results also needs to be given the appropriate degree of responsibility.

#### 7.6 PROFESSIONAL BUSINESS MANAGEMENT

In order to make an effective shift to appeal to a broader community market and to have a business approach, the staff needs to have the training, expertise and systems to operate in this manner.

## E. FINANCIAL FORECASTS

# 1. THREE (3) YEAR FINANCIAL FORECAST

## **Total Works Health & Fitness Centre - 3 Year Proforma**

	Current (Jan 31) Actual	Year 1 PROJ.	Year 2 PROJ.		Year 3 PROJ.	Growth
REVENUES						
Number of Membership Units						
Full Fitness	380	403	421		437	15%
Walking/Running Track	38	44	53		62	63%
Gym & Swim	7	11	18		27	286%
Total # of Paying Members	425	458	492		526	24%
% of Population	6.0%	6.5%	7.0%		7.5%	
Total # of Non-Paying	200	200	200		200	
Total Number of Members	625	658	692		726	
% of Population	8.9%	9.3%	9.8%		10.3%	
Membership Revenues						
Full Fitness		217,732	243,827	12%	260,249	7%
Walking/Running		10,707	12,900	20%	14,754	14%
Gym & Swim		4,425	7,982	80%	11,160	40%
Town Employees		0	0		0	
		232,864	264,708	14%	286,162	8%
Drop In		35,783	36,499	2%	37,229	2%
Punch Cards		33,740	34,415	2%	35,103	2%
Program Revenues		41,584	51,065	23%	70,749	39%
Personal Training Revenues		19,800	23,760	20%	25,740	8%
Member Service		5,160	5,370	4%	5,490	2%
		136,068	151,109	11%	174,311	15%
TOTAL REVENUES		368,931	415,817	13%	460,474	11%
<b>EXPENSES</b> - DIRECT PROGRAM OPERATING Staffing	i (NOT INCLUDING FA	ACILITY OP	ERATING C	OSTS)		
Core Salaries & Benefits		174,789	180,033	3%	185,434	3%
Contract Instructors - Programs (Core)		16,940	17,448	3%	17,972	3%
Contract Instructors - Programs (Adult, Chi	ld & Youth)	36,740	40,108	9%	49,417	23%

Personal Training	14,850	17,820	20%	19,305	8%
Member Services	1,532	1,574	3%	1,598	2%
Sub-total: Staffing	244,851	256,983	5%	273,726	7%
Program & Administration					
Fitness	11,400	11,628	2%	11,861	2%
Programing	9,984	10,184	2%	10,387	2%
Marketing	24,000	18,000	25%	18,360	2%
Member Service	7,632	7,785	2%	7,940	2%
Sub-total: Program & Admin.	53,016	47,596	10%	48,548	2%
TOTAL DIRECT OPERATING COSTS	297,867	304,580	2%	322,274	6%
Program Operating PROFIT (LOSS)	71,064	111,238		138,200	
COST RECOVERY	124%	137%		143%	
EXPENSES - FACILITIES					
Salaries & benefits	9,125	9,398	3%	9,680	3%
Utilities	13,500	13,770	2%	14,045	2%
Repairs & Maintenance	6,000	6,120	2%	6,242	2%
Ins Lic & Claims	3,893	3,971	2%	4,050	2%
Cleaning Contract	15,000	15,300	2%	15,606	2%
Supplies & Materials	4,800	4,896	2%	4,994	2%
	52,318	53,455	•	54,618	
Total TWHFC Operating Expenses	350,185	358,035	2%	376,892	5%
TWHFC Operating PROFIT/LOSS	18,746	57,782		83,582	
COST RECOVERY	105%	116%		122%	
Overhead Administration	8,268	8,516	3%	8,771	3%
Total Facility & Operating Costs	358,452	366,550	2%	385,663	5%
TOTAL PROFIT (LOSS)	10,479	49,267		74,811	
% cost recovery	103%	113%		119%	

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#### 2. COST ALLOCATION

HSG has created the 3-year financial forecast based on its 35 years of experience as an operator and consultant in the industry. We have done a comprehensive review of existing financial information for the TWHFC and evaluated the conditions in the community to support our projections. We have collaborated with Sr. Administration in determining staffing costs and the allocation of costs for facility expenses and overhead administration.

The determination of Cost Recovery fluctuates from municipality to municipality as there is no set standard for determining what costs should be included in this calculation. The cost of Capital Depreciation and Rent have been discussed as potential costs to the TWHFC but were not included at this time. The Town may choose to include additional cost as necessary in the future.

#### 3. FUTURE BUDGET AND REPORTING FORMATS

In order to support the implementation of a shift to focus on a broader community market and support a sustainable operation the TWHFC needs to:

- Focus on **driving revenue** (while managing expenses) to achieve a desired financial outcome.
- Budget based on estimating membership and program/service participation rates, which
  can then be compared to actual results (including by specific demographics). This will
  allow the operation to determine its enrollment/participation reach rate and support
  the development of future business and financial plans.

In order to achieve revenue projections the operation needs to focus on enrollment by program/ service and within the various market segments, on a monthly basis. The team can achieve the greatest outcomes by managing not the total revenue requirement, but *line by line* individual purchases.

- Staffing costs related directly to the delivery of a registered (fee for service) program allocated in a separate and distinct line outside of core operating salaries and wages.
   This allows for:
  - Evaluating costs against revenue, to ensure we are reaching profitability (cost recovery) targets on each service/program.
  - Selling additional programs or services (a good thing) without compromising the core/base staffing costs.

• Reporting direct **fixed operating costs** – costs that exist no matter what revenue is generated – separate from variable costs. This will assist in understanding incremental costs associated with operating decisions (such as remaining open longer).

#### F. METRICS

TWHFC will measure its progress and success against its Long Term Goals using a variety of quantitative and qualitative data and metrics including (but not limited to):

#### 1. SERVICE FOCUS

Be recognized as providing exceptional customer service within a community recreation centre. Measures include:

- Member and guest satisfaction surveys
- Participant feedback and comments
- Member engagement surveys
- Member and program participant retention

#### 2. PROGRAM EXCELLENCE

Be recognized as a leader in programming and exercise prescription. Measures include:

- Rates of program participation
- Participant satisfaction surveys
- Repeat program participation

#### 3. ENGAGED COMMUNITY

Achieve strong membership and participation results among residents in Drayton Valley and the County of Brazeau. Measures include:

- Membership, visit and program statistics, including growth patterns
- Purchasing patterns (average spend per membership/user; number purchasing beyond membership)
- Use of multiple programs or services
- Member/Participant engagement survey

#### 4. EFFECTIVE OPERATIONS

Achieve financial stability and growth as defined in the financial operating plan. Measures include:

- Financial results compared to plan
- Profitability of key programs/services
- Cost recovery results

#### 5. LEADERSHIP DEVELOPMENT

Create an environment which supports innovation, superior product value and outstanding staff performance. Measures include:

- Employee engagement survey
- Employee retention

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#### G. MEMBER AND PARTICIPANT ENGAGEMENT

Individuals are more likely to participate in programs and services at TWHFC if the programs/services are engaging; meet personal needs; provide social interaction and are promoted to capture attention that speaks to both the experience they seek and the benefits of participation.

TWHFC will achieve participation levels in membership and programs above the norm, when they systematically design, promote and deliver engaging programs that keep them "coming back".

#### 1. ENGAGEMENT STRATEGY

#### 1.1 UNDERSTANDING COMMUNITY NEEDS AND INTERESTS

- 1.1.1 TWHFC staff engages in a variety of activities to learn as much as they can about members and participants. They will do this by:
  - Personal interaction with members and participants
  - Seeking feedback on a regular basis through surveys, comment cards and focus groups
  - Monitoring and tracking participation and satisfaction
- 1.1.2 Design and Deliver Engaging, Memorable, Fun, Educational Programs
- 1.1.3 They will deliver a wide range of programs including:
  - Individual activity programs;
  - Group based programs including regular updating of the schedule and addition of new offerings occurs.
  - Adherence and Motivation programs which encourage recognize and reward participation in programs and services at TWHFC.
  - Special Events, Challenges and Community/Charitable activities.
- 1.1.4 Implementing a strong Promotion and Communication strategy
  - Communications and promotions which will attract attention, in a variety of creative formats: newsletters, posters, teaser announcements, on-line, social media etc.
  - Creating a vibrant social media and on-line presence as both a source of information about recreation, fitness and wellness; and, a place where community members can connect with all things "active living" in Drayton Valley.

## 1.1.5 Friendly, Qualified and Customer Focused Staff

• We know that the most important operating tool we have are our people. The best program design, communication and management systems are all dependent on the individuals who actual deliver on them.

Hiring, training and performance management processes all contribute to a high level of membership, client and staff satisfaction.

#### H. CAPITAL IMPROVEMENTS

As identified through the Gap Analysis, the TWHFC can become a more attractive amenity to a broader demographic in the community by allocating space to support Pre-School, Youth and family programming. The TWHFC has two options to consider:

#### 1. UTILIZE THE EXISTING FACILITIES FOR PROGRAMMING

This scenario would allow the Town to develop its programs and really test trial them for a period of time before making a commitment to any major capital improvements. This scenario poses less risk to the community, but may be less attractive to members or users as the spaces are not 'purposed' for dedicated use. For example: Some people may not be attracted to a group exercise class in the boxing gym vs. a dedicated group exercise space.

- Utilize one of the racquet courts for pre-school and youth programming
- Utilize the Boxing Gym for all adult group exercise programming
- Utilize accessible space in the Omniplex for supervised child and youth programming

#### 2. RENOVATE/RECONSTRUCTION

In the research that HSG completed for the Gap Analysis, it was identified, through the Membership Usage Summary **Schedule 7**: Racquet Courts – Average Visits Per Day, that the number of visits to the racquet courts was very low and that this space was being under-utilized. In 2014, the average daily visits were **.61** for the two courts. This was a **30%** decline from the average daily usage in 2012. As well, subjective feedback from the staff confirmed that the courts were not well utilized. Based on this analysis, HSG believes that at least one of the courts could better serve the community by being repurposed in order that more people could benefit from this space. The following is HSG's recommendation for the use of this court, and some additional changes and improvements to promote enhanced membership enrollment and program participation.

#### 2.1 MULTIPURPOSE STUDIO

Construct a second floor, which can be accessed from the main level, in the existing racquet court for a multipurpose room that could be dedicated to group exercise and special population programming, child and youth programming. This dedicated space would enhance programming capabilities (Core and registered group exercise classes, special population activities/workshops, child and youth programming etc.). In HSG's experience, we have found that a dedicated area that is attractive and purposed for multiple activities is more conducive to maximizing program participation.

#### 2.2 EXPAND WEIGHT TRAINING ARES (LOWER LEVEL)

- 2.2.1 With the addition of the multipurpose studio on the main level, this opens up space on the lower level. HSG proposes that the existing weight room be expanded to accommodate:
  - Adding a new multi-station functional trainer (Synergy 360 XS) See Schedule 8:
     Synergy 360 XS for a picture of this piece of equipment.
  - Re-configuring the equipment on the lower level to reduce the congestion and reduce the intimidation due to the tight confines of the existing situation where the equipment is very close to the change rooms.
  - Adding an adjustable bench and some plate weights to enhance the functionality of the new configuration.

#### 2.3 INCOPRORATE CARD READER ACCESS POINTS

- 2.3.1 Install card readers on the access doors for the main floor of the fitness centre and the new multi-purpose studio. The investment in this equipment will:
  - Increase security to the facility as only members and intended users can gain
    access. The card reader reduces liability to the Town as it will potentially reduce
    theft and prevent unauthorized users from using the facilities.
  - Improve statistical data. More accurate reports can be produced for time of day use and the demographic analysis. This data supports programming time, hours of operation and frequency of use by members and guests.

#### 2.4 MAIN LEVEL EXPANSION

Remove the existing office from the main level to add additional equipment (Chest Press and Seated Row) to improve accessibility and use by special populations who are unable to easily access the lower or mezzanine level for exercise equipment. Members who are intimidated by the use of equipment on the lower or upper level spaces can feel more comfortable using the main level equipment as it is more conducive to monitoring.

#### 2.5 ADDITIONAL CAPITAL IMPROVEMENTS

#### 2.5.1 Purchase of new spinning bikes

- Spin cycling is an attractive form of exercise and will enhance membership enrollment and specialty classes utilizing the bike can be incorporated as 'registered classes' to generate additional revenue for THWFC.
- 2.5.2 Develop an office on Mezzanine level
  - An office on the Mezzanine level will provide for better supervision of this floor and provide space for paperwork and consultations by staff.
- 2.5.3 Install window in office on lower level
  - The installation of a window in the office will allow for better monitoring of the weight room area. This will enhance safety and security for members and guests.

Concept drawing of the proposed renovation/reconstruction can be seen in Schedule 9: <u>Lower Level</u>, Schedule 10: <u>Main Level</u> and Schedule 11: <u>Mezzanine Level</u>

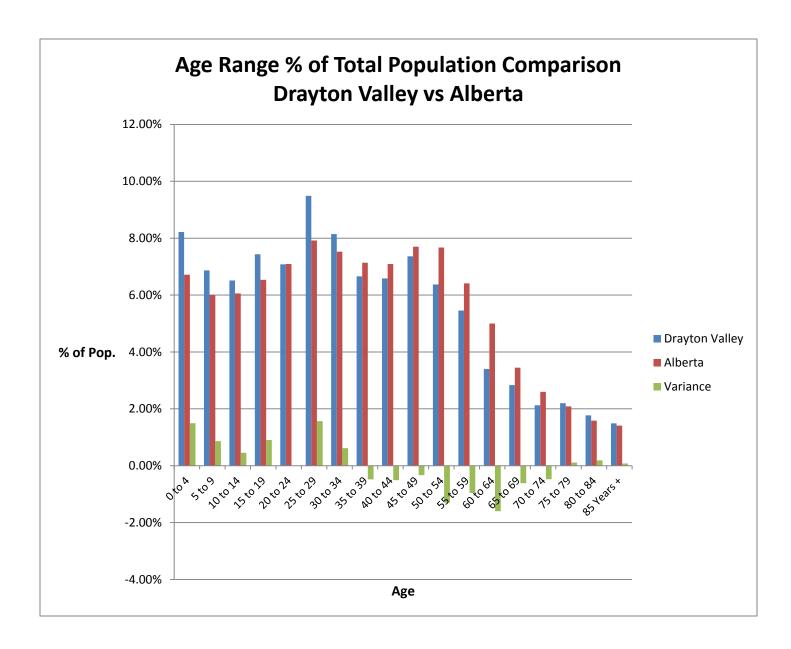
#### 3. CAPITAL COSTS

The total estimated capital cost for the renovation/reconstruction is \$200,000. However, due to the quick turn-around time required for the capital cost estimate, the Omniplex Facility Manager created an estimate of the structural changes recommended through the support of a general contractor. It is suggested that for a more accurate quote, an architectural firm be engaged to create accurate drawings and design specifications.

The equipment pricing was completed through quotes from one supplier, Apple Fitness. This quote did not include the trade in value of the equipment that HSG has proposed to eliminate due to functionality and duplication.

A breakdown of the capital costs estimated can be seen in Schedule 12: Capital Cost Estimate

#### **SCHEDULE 1**



#### **SCHEDULE 2**

# Total Works Health & Fitness Centre Key Stakeholder Interviews (Town of Drayton Valley Administration and Officials)

A series of one hour interviews were conducted by HSG with a sample of the administration and council for the Town of Drayton Valley on December 17<sup>th</sup>& 18<sup>th</sup>, 2014: In total, there were five (5) individuals interviewed. The purpose of these interviews was to identify the challenges, goals, and culture that key stakeholders have identified in order that HSG can develop an operating plan that successfully transitions the Fitness Centre from its current state to a more family focused operating model.

The following is a summary of the key learnings that were identified through this interview process.

### **Key Learning's**

- 1. The Total Works Health & Fitness Centre needs to be accessible to a broader range of citizens than it is today.
  - a. Keep the costs to access fundamental programming needs to be an affordable amount.
     i.e. Physical literacy programming is an area of learning for children to provide an opportunity to develop with a positive attitude about exercise and personal growth.
  - Be creative with sponsorship funding for the economically challenged for special programs. i.e. Corporations to fund or subsidize summer camps, homework programs, seniors programs etc.
  - c. Effectively develop and utilize the space in order to promote greater access to the community.
    - i. Consider expanding the main level to enhance ease of access to allow for rehabilitation activity, seniors workouts etc.
    - ii. A group exercise space is needed to offer variety in programming and attract a broader market of users.
    - iii. Add child care facility to attract more parents.
    - iv. Add a rock climbing wall to attract a broader demographic and support birthday parties and team building.
    - v. Utilize the open area in the boxing gym in the Omniplex to program group exercise classes.
    - vi. Incorporate more age-appropriate equipment to attract and retain children, youth, seniors etc.
    - vii. Two courts are not necessary due to low usage patterns; at least one court could be re-purposed to enhance programming space.
    - viii. Consider re-purposing the 3<sup>rd</sup>. level to accommodate programming for youth and children's' activities.

- ix. Expand the weight facilities to include functional training on the lower level if one of the courts were to be removed.
- x. Redesign the entrance area to the Health & Fitness Centre to provide more control from people entering without paying and to effectively monitor activity inside of the Health & Fitness facility.
- 2. The Total Works Health & Fitness Centre needs to incorporate quality programming if it hopes to attract and retain participants.
  - Quality and consistency of programming across all demographics can inspire the community and help support the cost of staffing that is needed to manage, develop, and run the programs.
  - b. There are many people in the population that are not interested in sport, but would like to improve their health. Programs can be developed to encourage this population sector to get more actively involved.
  - c. Currently, there is limited programming in the community for recreation. The Health & Fitness Centre has an opportunity to enhance its services in this area as there is minimal competition in the community.
  - d. Programming brings participants together to foster positive relationships and a sense of belonging.
  - e. Consideration needs to be given to programming for children and youth to attract parents to participate during the same time periods to make the best use of their day.
  - f. Gaps in the day can to be filled with programming that will attract non-traditional users in order to increase participation and increase revenue. i.e. Schools, seniors, rehab clients etc.
  - g. Child care that is consistent and dedicated to a quality experience for children will help to attract the parent market to join or use the Health and Fitness Centre.
  - h. Programming/Training for sports teams may be a viable market for the Health & Fitness Centre.
- 3. The Town needs to consider hiring qualified and service-minded fitness staff at the Total Works Health & Fitness in order to make it an inspiring place to be.
  - a. Qualified exercise specialists are needed to help educate and teach people to exercise properly. This expert advice will lead to users achieving the results they want in an effective and safe manner.
  - b. Oversight of Personal Training is not currently adequate to ensure a quality of service for users, and there may be some risk of liability for the Town with the current relationship. Personal Trainers pay a drop-in fee and can run a business within the facility. Scope of practice, standards of qualifications and insurance issues need to be addressed.
  - c. The current environment at the Health & Fitness centre is intimidating for some and may inhibit a portion of the population from using the facility. Male sports team members, muscular males and some attitudes towards female have made the environment uncomfortable at times. There have been reports of pictures being taken of people without permission and unwanted comments being made. The development

- and the enforcement of policies surrounding etiquette in the facility could be the responsibility of a qualified staff member/s and effective fitness floor supervision.
- d. Positive relationships with user will be important if staff is to motivate users to frequently use, and refer others to, the Health & Fitness Centre.
- 4. The Total Works Health & Fitness Centre needs to rebuild its brand if it hopes to capitalize on a broader demographic of users.
  - a. With the increase in health and fitness options expanding in Drayton Valley, the Total Works Health and Fitness Centre needs to be clear about their purpose and what they have to offer that is unique and of value to the community.
  - b. There is enough room for all the current health and fitness providers in the community, and the opening of Any Time Fitness is an opportunity for the Total Works Health & Fitness Centre to re-define itself.
  - c. Family should not be the sole focus of the Health and Fitness Centre. There should be more of a focus on females and a broader demographic than there is today.
  - d. The operation of the Health & Fitness Centre needs to be inspiring and focused on the long-term wellbeing of citizens in the community.
  - e. The Health & Fitness Centre needs to support the development of resiliency of the people in the community.
- 5. The Total Works Health and Fitness Centre needs to be mindful of its cost recovery rates if it does not want to become a burden to the tax payer.
  - a. The Town is willing to make an investment to change the focus of the Total Works Health and Fitness Centre.
  - b. It is expected that full cost-recover occur by the 3<sup>rd</sup>, year of the transition.
- 6. Effective governance needs to be established in order to keep administration accountable, but at the same time allow staff to operate effectively.
  - a. A governance system needs to be established to define council involvement and allow the operating staff to manage the facility based on the agreed upon strategic plan. As an example: The impact of complimentary membership needs to be evaluated at the operational level as well as strategic level to fully identify the benefits and pitfalls of this type of decision.

## **SCHEDULE 3**

# **Competitive Analysis**

# **Drayton Valley Fitness Facilities**

	Total Works	Valley Fit & Lean	DV Cross Fit	Elite Fitness	Any Time
Facilities					
Weight Equipment	Х	х	Х	Х	Х
Cardio Equip.	Х	х		х	X
Multi-Purpose Studio		Х		Х	Х
Courts (Racquet ball or Squash)	х				
Programs					
Group Exercise (Classes)		Х		Х	Х
Personal Training	Х		Х	Х	Х
Seniors Classes					
Complimentary Exercise Prescription					
Youth programs			Х		
Women's Programs				х	
Child Care		Х		X	
Wellness					Х
Price					
Monthly Membership Adult Student, Sr. Disabled	\$42 \$30	\$100 unlimited classes \$26.25 Exercise	\$120-\$140/ Month	\$125 (Unlimited) \$115 3X per week \$90 2X per week	\$100 - \$150/Month

		Equipment Access.			
Drop-in	\$7.50	\$12.00	\$20	\$15.00	\$20.00
Seniors Rate	\$30	\$52.50 (Classes and exercise equipment)			
Family	\$82/Month		\$139.86/Month		
Student Rate	\$47				
Hours	M-F 6am- 10pm Sat & Sun 8am – 8pm.	24/7		Mon – Fri 6:00am- 9:00pm	24/7

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# SCHEDULE 4 PROGRAM SCHEUDLE

Time			Monday				Т	uesday				Wed	Inesday				Ti	nursday				Friday					Sa	iturday				Su	ınday		
Cr	urt	Boxing Room	Track	Fit Ctr	New Studio	Court	Boxing Room	Track	Fit Ctr	New Studio	Court	Boxing Room	Track	Fit Ctr	New Studio	Court	Boxing Room	Track	Fit Ctr	New Studio	Court	Boxing Room	Track	Fit Ctr.	New Studio	Court	Boxing Room	Track	Fit Ctr	New Studio	Court	Boxing Room	Track	Fit Ctr 1	New Studio
8																																			
8.3									_										_																
9			Seniors					Seniors					Seniors					Seniors	_				Seniors												
9.3			8-11	_	Unparented	Parented		8-11	_				8-11	_	Unparented	Parented		8-11	_				8-11												
10	Inparented	CODE Fileson			Preschool 9:30- 10-30	Preschool				CORE Fitness		CORE Fitness			Preschool 9:30-10-30	Preschool				CORE Fitness		CORE Fitness					CORE Fitness								CORE Fitness
10.2	Inparented Preschool rogram 9-11	CORE Fitness 9:30-10:30				Program 9:30- 10:30			-	9:30-10:30		9:30-10:30				Program 9:30- 10:30			-	9:30-10:30		9:30-10:30					9:30-10:30								9:30-10:30
10.3 p	rogram 9-11	3.30-10.30				10.30				5.30-10.30		3.30-10.30				10.30				3.30*10.30		3.30-10.30			Unparented		3.30-10.30								3.30-10.30
							Registerd			Many 9 Dahu	Unparented Preschool									Mom & Baby	Unparented Preschool				Preschool 9:30- 10-30	Unparented Preschool									ļ
11		Registerd Program					Program (Boxing			Boot Camp	Program 9-11	Registerd Program	Ctrollor				Registerd Program			Yoga 10:30 -	Program 9-11				10-30	Program 9-11									ļ
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7.3									8										Women																
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8.3																																			
9																																			
9.3																																			

April 2015

# SCHEDULE 5 STRATEGIC ALLIANCES

The goal of Strategic Alliances is to identify and develop partnerships with groups, organizations, or companies that share interest in the same market and/or outcomes of TWHFC.

A database of these potential partners should be developed with the intention to meet to present general information on TWHFC and discuss possible partnership ideas.

#### **Drayton Valley Hotels and Lodging**

- Net rates for daily admission
- Ads in hotel and lodging rooms and relevant publications
- Hospitality days and tours for front line staff
- Corporate and/or group memberships

#### **Drayton Valley Businesses**

- Corporate and/or group memberships
- Sponsorship
- Promotional packages
- Events

#### **Drayton Valley Sport Organizations**

- Group rates for daily admissions
- Group memberships
- Group programming

#### **Drayton Valley School Divisions**

- Group rates for daily admission
- Corporate and/or group memberships
- Group programming

#### **Day Care and After School Program Providers**

- Joint programming
- Group rates for daily admission
- Corporate and/or group memberships
- Group programming

#### **Drayton Valley Hospital and Care Centre**

- Joint programming
- Corporate and/group memberships
- Individual memberships

#### **Drayton Valley Business and Tourism**

- Marketing
- Corporate and/or group memberships
- Partnerships to promote Town and Elevation Place
- Event Development

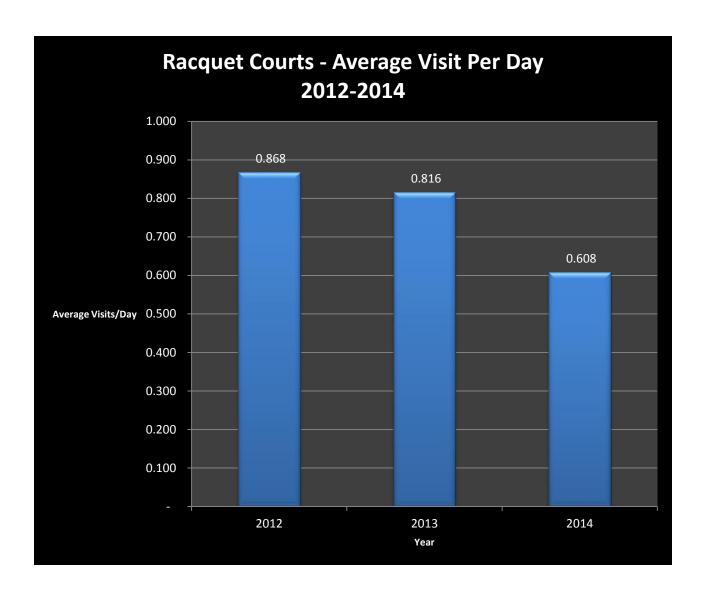
April 2015 Page | **45** 

# **SCHEDULE 6 PROGRAM FINANCIAL SUMMARY**

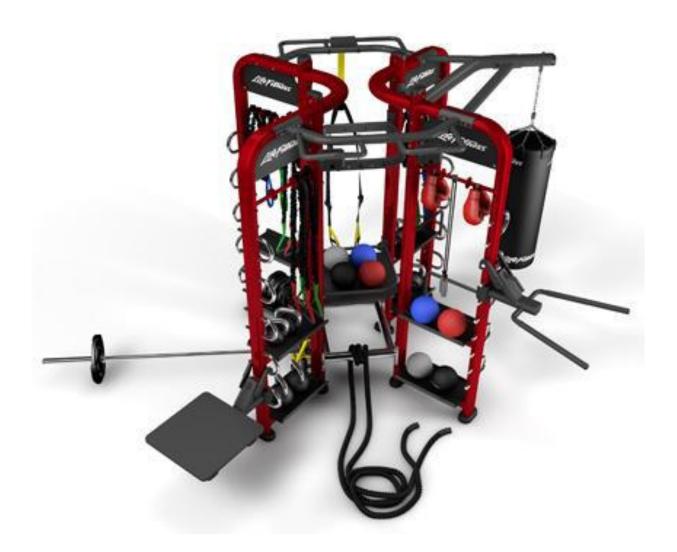
Program Financial Summary												
		Year 1	Year 2	Variance %	Year 3	Variance %						
Revenue												
Program Fees	\$	41,584	\$ 51,065	23%	\$ 70,749	39%						
Total Rev	\$	41,584	\$ 51,065	23%	\$ 70,749	39%						
Expenses												
Instructor Fees	\$	36,740	\$ 40,108	9%	\$ 49,417	23%						
Materials	\$	5,184	\$ 6,903	33%	\$ 12,280	78%						
Total Expenses	\$	41,924	\$ 47,012	12%	\$ 61,698	31%						
Net Profit	-\$	340	\$ 4,054		\$ 9,052							
Contribution		-1%	8%		13%							
CORE Classes	\$	16,940	\$ 17,448	3%	\$ 17,956	3%						

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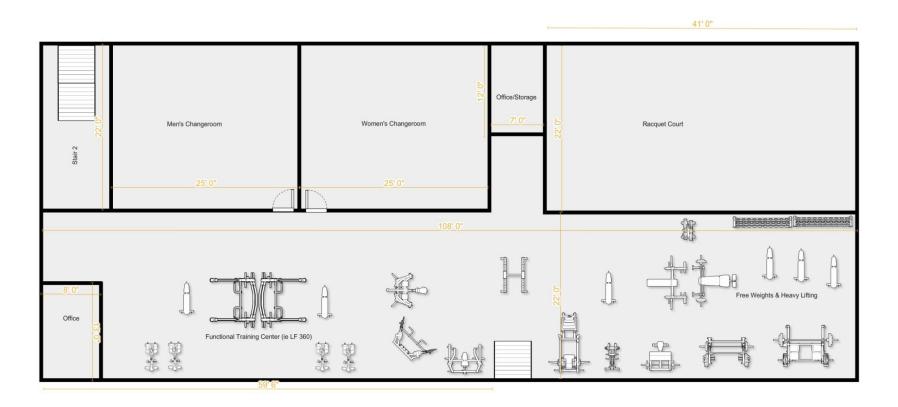
# SCHEDULE 7 RACQUET COURTS AVERAGE DAILY VISITS



# SCHEDULE 8 SYNERGY 360 XS

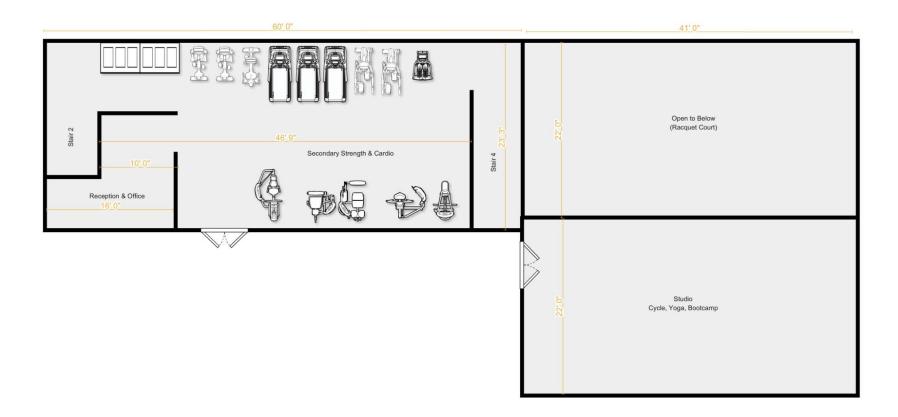


# SCHEDULE 9 LOWER LEVEL



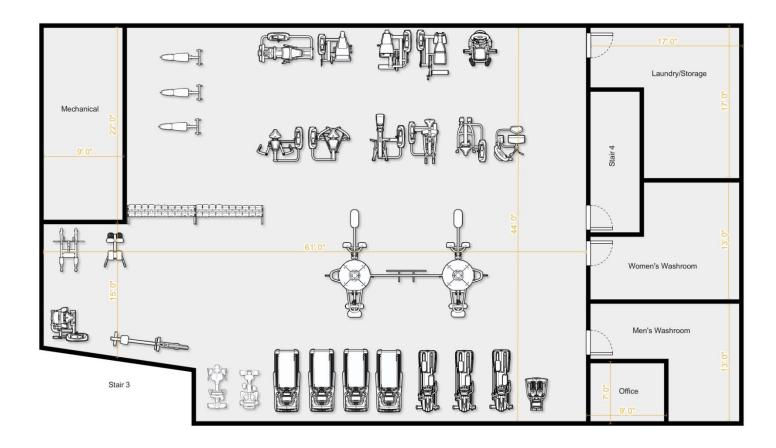
April 2015

## SCHEDULE 10 MAIN LEVEL



April 2015

## SCHEDULE 11 MEZZANINE LEVEL



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## SCHEDULE 12 CAPITAL COST ESTIMATE

#### **Capital Plan TWHFC 2015**

**Facility** Cost

**Lower Level** 

Insert window into office

Renovate Racquet Court to accommodate for extended weight room

Main Level
Develop a Fitness/Studio
\$147,706

Remove small office

**Upper Level (Mezzanine)** 

Develop an office

Card reader access to main entrance door and Studio door.

\$9,000

Total \$156,706

Fitness Equipment	Ref # on Floor Plan	0	61
l avvant aval	FIOUI PIUII	Quantity	Cost
Lower Level			
Synergy 360 XS (1)	30-31	1	14,000
Multi-adjustable Bench (1)		1	1,435
10lb. Plates (Weights) (4)		4	124
Sub Total			\$15,559
Main Level			
Chest Press (1)	13	1	5,245
Seated Row (1)	14	1	4,945
Sub Total			\$10,190
New Studio			
Spin Bikes (Keiser)		11	17,545
Sub Total			\$

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17,545

**Total Fitness Equipment** \$43,294

**Grand Total** \$200,000

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### 8.0 Information | tems

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Brazeau seniors Foundation May Minutes	150-154
Yellowhead Regional Library Board Meeting Minutes – March 2015	155-159
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STAR Catholic News Release	162
RCMP Stats – May-June 2015	163-176
Letter of Intent – FCM International Program	177
	Yellowhead Regional Library Board Meeting Minutes – March 2015 Legacy Project Meeting Notes – June 2015 STAR Catholic News Release RCMP Stats – May-June 2015

#### **MOTION:**

I move that Town Council accept the above items as information.



5208 – 47 Ave Drayton Valley, AB T7A 1N7

Phone: (780) 542 - 2712 Fax: (780) 542 - 2765

E-mail: bsf@telusplanet.net

MEETING OF THE BOARD OF DIRECTORS Shangri-La Lodge, Drayton Valley May 29, 2015 1:00 pm

#### ATTENDANCE:

#### Directors Present:

Jeannette Vatter, Chairperson Dean Shular, Vice-Chairperson Janet Young Francine Fairfield

Marc Gressler

Member at Large – Drayton Valley

Town of Drayton Valley

Village of Breton

Member at Large - Brazeau County

Brazeau County

#### Administration Present:

Stella Keller Cindy Trudgian

Chief Administrative Officer Administrative Assistant

#### 1.0 **CALL TO ORDER**

J. Vatter called the meeting to order at 1:05pm

#### 2.0 **AGENDA**

- 2.1 ADDITIONS TO THE AGENDA
- 2.2 APPROVAL OF AGENDA

**Resolution #15-05-01: Moved by** M. Gressler to approve the agenda as presented.

Motion ... Carried Unanimously

#### 3.0 **APPROVAL OF MINUTES**

3.1 MINUTES FROM THE APRIL 28, 2015 REGULAR BOARD MEETING

Resolution #15-05-02: Moved by J. Young to approve the minutes of the April 28. 2015 Regular Board Meeting as presented.

Motion ... Carried Unanimously

#### 3.2 **BUSINESS RISING OUT OF THE MINUTES**



#### 3.2.1 Vehicle GPS – Global Positioning System

**Resolution #15-05-03: Moved by** M. Gressler to approve the purchase of GPS units for the company vehicles at an installation cost not to exceed \$1200.00 for both vehicles plus the ongoing monthly fees.

**Motion ...Carried Unanimously** 

#### 4.0 FINANCIAL

- 4.1 FINANCIAL REPORTS Foundation
  - 4.1.1 Foundation Payable Disbursements for April 2015.

**Resolution #15-05-04: Moved by** D. Shular to accept the Payable Disbursements as information.

Motion ... Carried Unanimously

4.1.1.1 Visa Payable for April 2015

**Resolution #15-05-05: Moved by** J. Young to accept the Visa Payable as information.

Motion ... Carried Unanimously

4.1.2 Foundation Balance Sheet as of April 30, 2015

**Resolution #15-05-06: Moved by** M. Gressler to accept the Balance Sheet as information.

**Motion ... Carried Unanimously** 

- 4.1.3 Foundation Financial Statements to April 30, 2015
  - 4.1.3.1 Central Services/Lodge
  - 4.1.3.2 Provincial Housing Units

**Resolution #15-05-07: Moved by** D. Shular to accept the Central Services/Lodge Statements and the Provincial Housing Units Financial Statements as information.

**Motion ...Carried Unanimously** 

**Resolution #15-05-08: Moved by** D. Shular to approve paying off the RBC long term bank loan as soon as possible.

Motion ... Carried Unanimously

- 4.2 FINANCIAL REPORTS Urban Housing
  - 4.2.1 Urban Housing Payable Disbursements for April 2015.
  - 4.2.2 Urban Housing Balance Sheet as of April 30, 2015



#### 4.2.3 Urban Housing Financial Statements to April 30, 2015

**Resolution #15-05-09: Moved by** J. Young to accept the Urban Housing Payable Disbursements, Balance Sheets and Financial Statements for Urban Housing as information.

Motion ... Carried Unanimously

#### 4.3 BOARD MEMBER EXPENSE

#### 4.3.1 Board Member Expenses for April 2015

**Resolution #15-05-10: Moved by** F. Fairfield to approve the Board Member Expenses, as amended for April 2015 in the amount of \$3426.96.

#### 5.0 OLD BUSINESS

None at this time

#### 6.0 REPORTS

#### 6.1 OPERATIONS REPORT

#### 6.1.1 Operation's Report

Operations Report was verbally reviewed by S. Keller.

 We have received a quote from Integrated Benefits and informed AUMA that we are looking at other choices for benefits due to the high cost for disability. There are significant savings to the Employees and the Employer. AUMA has indicated they will match whatever other quotes we get; however, they were informed that we feel the need to shop around due to the exorbitant high costs the Foundation are currently paying. No other information was shared with the current supplier.

**Resolution #15-05-11: Moved by** M. Gressler to move forward in getting the best coverage and the best rate for the Employees and Employers with supplied quotes and to seek the approval of Alberta Union of Provincial Employees as required, prior to changing plans.

Motion ... Carried Unanimously

**Resolution #15-05-12: Moved by** F. Fairfield to approve the cost for Armchair Fitness Exercise Program to come out of the Comfort Fund.

Motion ... Carried Unanimously

**Resolution #15-05-13: Moved by** D. Shular to approve moving to the next step on the Shangri-La Lodge parking expansion and have engineers do a review and report on the Parking Lot design.

Motion ... Carried Unanimously

**Resolution #15-05-14: Moved by** J. Young to approve the newly renovated "B Wing" room rates to be the same as the regular rooms and priority given to those with high mobility challenges.

Motion ... Carried Unanimously

**Resolution #15-05-15: Moved by** M. Gressler to approve purchasing two swamp coolers/fans to cool the Dining Room during hot weather at an approximate cost of \$900.00 each. The expense is to come from the comfort fund.

Motion ... Carried Unanimously

#### 6.1.1.1 Wishing Well Tenant Concerns

S. Keller and F. Julien met with the Wishing Well tenants regarding the concerns that they have. They are addressing the issues and will continue to meet with them.

#### 6.1.1.2 Policy Review

#### 6.1.1.2.1 Security Deposit Rates

Defer to next meeting

#### 6.1.1.2.2 Benefits Package Review

Discussed under Operations Report 6.1.1

#### 6.1.2 Vacancy Report

**Resolution #15-05-16: Moved by** F. Fairfield to accept the Vacancy Report as information.

Motion ... Carried Unanimously

#### 6.1.3 Housing Monthly Profile for February and March 2015

**Resolution #15-05-17: Moved by** D. Shular to accept the Housing Monthly Profile for February and March as information.

Motion ... Carried Unanimously

#### 6.1.4 In-Private Session

Minutes of Regular Board Meeting May 29, 2015 Page 5 of 5

**Resolution #15-05-18: Moved by** F. Fairfield to go in-private to discuss personnel matters at 3:20pm.

Motion ... Carried Unanimously

Resolution #15-05-19: Moved by J. Young to come out of private at 3:40pm.

Motion ... Carried Unanimously

#### 7.0 NEW BUSINESS

7.1 Parking

Discussed under Operations Report

#### 8.0 CORRESPONDENCE

- **8.1 To: Ms. Severin, Royal Bank of Canada** BSF's Annual Review of Credit Facilities (May 13, 2015)
- 8.2 From: Alberta Seniors re: letter regarding expanding the Brazeau Seniors Foundation's housing mandate, will pass on to new Ministry of Seniors. (May 5, 2015)
- 8.3 From: Jim Englinski, M.P. Yellowhead Congratulations on many years of economic and social success in your community on behalf of Prime Ministry Stephen Harper (May 14, 2015)

Resolution #15-05-20: Moved by J. Young to accept the correspondence as information.

Motion ... Carried Unanimously

#### 9.0 FUTURE MEETING DATES

**9.1 NEXT BSF REGULAR BOARD MEETINGS** – Thursday, June 18, 2015 at the Shangri-La Lodge @ 1:00pm.

#### 10.0 ADJOURNMENT

Resolution #15-05-21: Moved by D. Shular to adjourn the meeting at 3:46pm.

**Motion ...Carried Unanimously** 

APPROVED AT THE June 18, 2015 MEETING OF THE BOARD

Chief Administrative Officer

Board Chair



### Yellowhead Regional Library Board meeting

Harvey Treleaven Boardroom 433 King Street, Spruce Grove

Mar. 9, 2015

#### **Present**

Derril Butler, Lac Ste. Anne County, Chair Dan Pritchard, Woodlands County, Vice chair Ann Morrison, Summer Village of Sunset Point Art Erickson, Village of Wabamun Barb Maddigan, Town of Whitecourt Bill Elliot, City of Wetaskiwin Bill Kesanko, City of Spruce Grove Brenda Shewaga, Summer Village of Yellowstone Carla Frybort, City of Leduc Cathy Chaney, Village of Warburg Corinne Feth, Town of Onoway Darrell Troock, County of Barrhead No. 11 Gary Beeson, Town of Swan Hills Gean Chouinard, Town of Edson Graham Long, Town of Drayton Valley Hank Smit, Town of Hinton Judy Lefebvre, Pembina Hills Regional Div. No. 7 Len Spink, Town of Beaumont Leslie Penny, Town of Barrhead Marlene Walsh, Summer Village of Val Quentin (Alt.) Maureen Mazerolle, Summer Village of Silver Sands Patricia Ashley, Town of Calmar Rick MacPhee, Summer Village of Seba Beach Rita Moir, Brazeau County (Alt.) Russ Graff, Town of Stony Plain Sandi Benford, Summer Village of South View Sheila Foley, Town of Westlock Stacey May, Town of Devon Tammy Svenningsen, YRL Public Libraries' Council Tara Elwood, Village of Alberta Beach Terry Slemko, Northern Gateway Public Schools Tony Wadsworth, Town of Millet Vonna Arsenault, Municipality of Jasper

#### Guests

Ashley Zutz, Grant Thornton LLP Ken Feser, Public Library Services Branch Meghan DeRoo McConnan, Grant Thornton LLP

#### YRL staff

Kevin Dodds, Director
Wendy Sears Ilnicki, Assistant Director and
Bibliographic Services Manager
Stephanie Thero, Client Services Manager
Laurie Brock, Administrative Associate and Recorder

#### **Absent**

Anne Power, Village of Breton Annette Stad, Town of Grande Cache Audie Bigelow, Summer Village of Sandy Beach Bernie Jogola, Town of Mayerthorpe Bonnie Flesher, Village of Spring Lake Bud Massey, Westlock County Cornelia Helland, Summer Village of Castle Island Deanna Specht, Wetaskiwin Regional Public Schools Debra McDaniel, Summer Village of Poplar Bay Glen Usselman, Summer Village of Sunrise Beach Jackie McCuaig, Parkland County John Slater, Summer Village of Ma-Me-O Beach Kevin Pratt, Summer Village of Crystal Springs Larry McKeever, County of Wetaskiwin No. 10 Lloyd Jardine, Village of Thorsby Nat Dvernichuk, Village of Clyde Sandra Cherniawsky, Yellowhead County Tanya Pollard, Alberta Library Trustees' Association Tessa Hutchings, Leduc County

#### Representative not appointed

Summer Village of Birch Cove Summer Village of Grandview Summer Village of Kapasiwin Summer Village of Lakeview Summer Village of Nakamun Park Summer Village of Norris Beach Summer Village of Silver Beach Summer Village of West Cove

#### **CALL TO ORDER**

The meeting was called to order at 10:00am by D. Butler.

#### 1. Approval of Agenda

K. Dodds noted the addition of YRL 2014 Annual Report as item 6.

MOVED by S. Benford that the agenda be approved as revised.			
SECONDED by G. Chouinard.	)	3753	

#### 2. Approval of Nov. 3, 2014 Minutes

T. Slemko noted wording changes to items 2, 6 and 14; K. Dodds reported that the changes had been made after the Board package was sent out.

MOVED by A. Morrison that the minutes of the Nov. 3, 2014 YRL Board meeting be		
approved as revised.		
SECONDED by M. Mazerolle.	CARRIED	3754

#### **DECISION ITEMS**

#### 3. 2014 draft audited financial statements

M. DeRoo McConnan explained that the *Communication of Audit Strategy and Results* report was presented to the YRL Board Executive Committee on Feb. 9 and she reviewed the 2014 draft audited financial statements. She stated that they had declared a clean audit opinion and thanked the YRL administration for their assistance during the audit.

MOVED by A. Erickson that the Yellowhead Regional Library 2014 Audited Financial		Ī
Statements be approved as presented.		
SECONDED by T. Elwood. CARRIED	3755	

#### 4. Inter-fund transfers

K. Dodds explained that the Capital Fund covers repairs/upgrades for the building. L. Penny asked if there was a goal for the General Fund; K. Dodds replied that although there was not a set goal, several renovations had been required in the last few years. K. Feser stated that in early 2014 an application was submitted to Alberta Treasury for capital renovations to the seven regional libraries headquarter buildings but has not yet been approved.

MOVED by S. Foley that the General Fund surplus of \$235,123.00 be transferred to the		
Capital Fund.		
SECONDED by R. Graff. CARRIED	3756	

#### 5. 2015 Annual Survey and 2014 Annual Report of Public Library Systems in Alberta

K. Dodds explained that this document is required annually by the Public Library Services Branch. He noted that the satisfaction survey is completed by member library boards and municipalities.

MOVED by B. Kesanko that Yellowhead Regional Library's 2015 Annual Survey and 2014	
Annual Report of Public Library Systems in Alberta be approved for submission to the Public	
Library Services Branch of Alberta Municipal Affairs.	
SECONDED by G. Beeson. CARRIED	3757

#### 6. YRL 2014 Annual Report

K. Dodds stated that this version of the annual report is distributed to stakeholders to showcase what YRL accomplished in the previous year.

MOVED by C. Frybort that YRL 2014 Annual Report be approved as presented.		
SECONDED by A. Erickson.	CARRIED	3758

#### **INFORMATION ITEMS**

#### 7. Public Library Services Branch (PLSB) presentation - Ken Feser

K. Feser spoke about the following items:

- Minister's Award for Excellence in Public Library Service: awards are presented annually at the Alberta Library Conference in Jasper and all libraries are encouraged to apply;
- <u>School-housed public libraries</u>: prior to the end of the year, a Library Consultant will be visiting every school-housed library in Alberta to develop best practices for these libraries;
- Library services for people with print disabilities: a symposium was held recently to discuss the best way to distribute print-disabled materials for those with learning, physical or vision disabilities; the PLSB supports both the Centre for Equitable Library Access (CELA) and the National Network for Equitable Library Service (NNELS);
- Board Basics Workshops: held several times each year and in many locations throughout the
  province, these free, one-day workshops presented by PLSB provide valuable information to
  library board trustees; locations and registration can be accessed at <u>albertalibraries.ca</u>;
- <u>eResources</u>: provincial funds have been transferred to support these growing services (eBooks, audio books, newspapers, magazines, music, etc.) and new policies are being created for eResources;
- <u>Plan of Service</u>: if your library has been notified that a new plan of service is required, contact Ken Feser (<u>ken.feser@gov.ab.ca</u>) for more information or if assistance is needed.

BREAK: 10:45 to 10:55

#### 8. 2013-2015 Plan of Service progress report

K. Dodds reviewed the progress report for YRL's current plan of service. A question was asked regarding Alberta-Wide Borrowing (AWB); K. Dodds reviewed the process of a library patron using their local library card credentials through the ME Library initiative to sign up as a patron of any library in Alberta.

#### 9. Summer Village Withdrawals

K. Dodds explained that a letter and a statement of effect for the residents of the Summer Villages of Sandy Beach and Sunrise Beach have been sent to the councils of these municipalities and that, along with Chair D. Butler and Trustee T. Slemko, he will be giving a presentation to both councils. K. Feser stated that every municipality has the opportunity to apply for funding for library services.

#### 10. GST as a municipality update

K. Dodds announced that YRL has been approved for GST as a municipality status by the Canada Revenue Agency; he noted that a refund of \$50,000 to \$60,000 is expected retroactive for four years.

#### 11. YRL Policy Manual revisions

K. Dodds reviewed the policy changes due to a municipality having reached a population of more than 15,000; changes were made to the Committee and alternate election policies. He added that revisions to the provincial legislation for executive committees may be forthcoming and YRL has suggested increases to the number of executive committee members and/or population thresholds.

#### 12. Trustee Orientation evaluation summary

K. Dodds reviewed the evaluation summary from the Jan. 19, 2015 Trustee Orientation session.

MOVED by D. Troock that the Public Library Services Branch presentation, 2013-2015 Plan of Service progress report, Summer Village withdrawals information, GST as a municipality update, YRL Policy Manual revisions and the Trustee Orientation evaluation summary be accepted as presented for information.

SECONDED by R. Graff.

CARRIED 3759

#### 13. Minutes and Reports

#### a. YRL Board Executive Committee Minutes - Dec. 8, 2014 and Feb. 9, 2015

D. Butler noted that the minutes were included in the meeting package.

#### b. Chair's Report - Derril Butler

D. Butler noted that the Executive Committee members completed their Director evaluations and that K. Dodds is doing an outstanding job. K. Dodds thanked the Board and Executive Committee for their dedication and the library managers for being committed to providing outstanding service. He added that the YRL staff members are excellent and that his success as Director is due in part to the staff being very professional and visionary.

#### c. Director's Report - Kevin Dodds

K. Dodds noted that his report was included in the package. T. Slemko commented about Bill C-51 and the use of computers in public libraries for nefarious purposes; K. Dodds responded that each library has acceptable use computer policies and, if caught, those services could be rescinded. He added that most public libraries do not filter computer use but do try to ensure a safe environment for all patrons.

#### d. Assistant Director's Report - Wendy Sears Ilnicki

W. Sears Ilnicki noted that her Bibliographic Services report was included in the package.

#### e. Client Services Manager's Report - Stephanie Thero

S. Thero noted that her report was included in the package. She added that ME library patrons who visited a YRL member library in 2015 has increased from 385 to 437. B. Kesanko asked about the vacant Communications Coordinator position; K. Dodds explained that interviews are currently being conducted and hopefully the position will be filled by early April.

#### f. YRL Public Libraries' Council (PLC) Chair's Report - Tammy Svenningsen

T. Svenningsen noted that the PLC Executive Committee highlights from Nov. 24, 2014 were included in the package adding that the February PLC Executive Committee meeting was cancelled due to the weather and the PLC will meet on Mar. 20.

#### g. Alberta Library Trustees' Association (ALTA) report - Tanya Pollard

The Alberta Library Trustees' Association report was distributed at the meeting. K. Dodds explained that YRL trustees are members of ALTA through YRL's ALTA membership. T. Slemko noted that an Alternate is still needed for T. Pollard as the ALTA Area 2 representative; B. Maddigan pointed out that any library trustee can be the ALTA representative or alternate.

#### B. Elliot left the meeting.

	MOVED by G. Chouinard that the YRL Board Executiv	e Committee minutes along with the	
	Chair, Director, Assistant Director, Client Services Ma	nager, YRL Public Libraries' Council	
	and Alberta Library Trustees' Association reports be	accepted as presented for	
	information.		
	SECONDED by T. Elwood.	CARRIED	3760
14.	Correspondence and Media		
	K. Dodds summarized the seven items included in th		1
	MOVED by P. Ashley that the correspondence and m	edia be accepted as presented for	
	information.		
	SECONDED by A. Morrison.	CARRIED	3761
ADJO	<u>URNMENT</u>		
MOV	ED by S. May that the meeting be adjourned at 11:45a	n.	
SECO	NDED by R. Graff.	CARRIED	3762
NEX1	MEETING		
The r	ext YRL Board meeting is at 10:00am on Monday, June	e 15, 2015.	
Derril	Butler, Chair	Kevin Dodds, Director	
Date		Date	

June 18, 2015

#### Meeting Minutes for Legacy Project Committee

#### 9:00am Town Office

Present: Nicole Nadeau, Graham Long, Dean Shular

Project#1-Preservation of historical editions of Western Review

Graham Long reported he was able to get a copy of letter from publisher of the Drayton Valley Western Review confirming their willingness to allow us access to archives and move towards preservation measures. Graham has obtained a list of potential grants through his library network. He has also received a list from our Library branch of existing editions already microfilmed and catalogued. Committee felt Project "Preservation" would take priority as is at a greater risk of being lost, willingness of Western Review partners in place and more manageable timeframe to completion.

Committee discussed long and short term goals.

- a) Devise Budget
- b) Pursue grant funding and partnerships for student archival research and copying/scans
- c) Archives available online

#### Action Items:

Dean will be speaking with publisher today (June 18) to confirm we are still moving forward with project and are investigating methods of scanning documents.

Graham will review microfilms at library to confirm condition of microfilm and assess any gaps to avoid duplication in scanning. Graham will forward list of grants to Nicole. He will be investigation a scanner from company specializing in digitizing documents and see how costing and partnership with Library.

Nicole will review list of grants from Graham. Nicole will arrange time at Town Office to review grant database on other grants that may fit with this or future Project #2 (Stories) and report to committee at next scheduled meeting.

Project #2-Capture living legacy and oral history of Drayton Valley community

Committee discussed this as a secondary more long term goal in light of upcoming 60<sup>Th</sup> Anniversary of incorporation as a Town in 2017. Project "Stories" would be to capture living legacy records of community stories of Pioneers, Local legends, landmarks and so on. This project would be a huge undertaking for the Town and will need many partners to reach its full concept.

Committee discussed setting up a meeting and inviting several known organizations in community of like minds such as:

**Historical Society** 

55+ Club

**Genealogy Society** 

Legion

Committee discussed pros and cons of other groups such as Brazeau County as it is our shared history. An invitation to the meeting will be extended. This meeting would to be to launch concept and ask for groups to partner in making it true community project. This meeting will be scheduled for September 3, 2015 for 7:00pm to be held in Town Office Conference Rooms. Committee designate at the time will be doing interview with Drayton Valley Western Review prior to event inviting individuals to attend as well look for volunteers to share their stories. A general call out on Facebook and Town Website as well.

Committee discussed phases to Project "Stories" as the scale of this project is large.

Considerations are:

Budget, grant opportunities, potential partners who would look at recording and visit this as a possible youth involvement component.

Phase's committee sees are as follows:

- a) Record
- b) Edited
- c) Documentary
- d) Made available through museum and online

Next meeting date scheduled for July 14, 2015

Meeting adjourned at 10:00am.



### **News Release**

#### June 18, 2015

#### Trustees Tomkinson and Hibbs remain as Board Chair and Vice Chair

**Leduc** — St. Thomas Aquinas Roman Catholic Schools' Board of Trustees has selected Wetaskiwin Trustee John Tomkinson as its Board Chair for the second straight year.

The selection was made at the Board's annual organizational meeting Wednesday, June 17, 2015, and included Lacombe Trustee Thalia Hibbs returning as the Board's Vice-Chair.

"I am humbled and honoured to continue in the service of the Division I'm proud to be a part of," said Board Chair John Tomkinson. "Our work and collaboration continues on many fronts and I'm proud of the accomplishments we have made in the last year."

Born and raised in Alberta, Mr. Tomkinson is a pilot and air traffic controller who moved to Wetaskiwin from Ontario in 2006 with his wife and young family, four of whom attend Sacred Heart School. Since then, he has become involved in many ministries with Sacred Heart parish in Wetaskiwin, including Rite of Christian Initiation of Adults (RCIA) coordinator, the Knights of Columbus, and the adult faith formation committee. Mr. Tomkinson is a second-term trustee and was motivated to seek the position because of his great interest in protecting and advancing the delivery of education, centred on the Catholic faith. His volunteer experience includes speaking about God's impact on his life at community and mens' groups, retreats, and conferences.

"It is a great honour to be given the opportunity to serve the Division once again in a leadership role. I am humbled by the support of the Board of Trustees and I appreciate their confidence in me," said Vice-Chair Thalia Hibbs.

Mrs. Hibbs is an Athabasca University Commerce undergraduate who lives in Lacombe and attends St. Stephen's Parish. Since completing the RCIA program in 2003, she has served on many ministries there, including secretary of the Parish Council and past president of the Catholic Women's League (CWL). Her three children attend Father Lacombe Catholic School. Mrs. Hibbs is in her second term as trustee and sought election because she is passionate about Catholic education, and believes Catholic trusteeship is an excellent ministry for serving her community. An avid runner, cyclist and reader, Mrs. Hibbs also volunteers in local sports organizations as a coach, manager or executive member.

Other appointments included: Beaumont Trustee Dan Chalifoux and Leduc Trustee Michelle Lamer (alternate) as STAR Catholic's Board representatives with the Alberta School Board Association (ASBA), and John Tomkinson and Susan Kathol (alternate) as STAR Catholic's Board representatives on the Alberta Catholic School Trustees' Association (ACSTA).

The Board also set its monthly meeting schedule. Board meetings remain on the third Wednesday of the month.

Based in central Alberta, Saint Thomas Aquinas Roman (STAR) Catholic School Division represents 10 schools that serve the communities of Beaumont, Drayton Valley, Lacombe, Leduc, Ponoka, and Wetaskiwin. The STAR Catholic Schools team of teachers and support staff are committed to giving more than 3,500 students across our division every opportunity to achieve their potential in a caring, safe and Christ-centred environment.

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For more information, contact: Vince Burke Manager of Communications STAR Catholic Schools (780) 986-2500 or cell: (780) 718-9200 vince.burke@starcatholic.ab.ca

## Drayton Valley Municipal Detachment Statistical Comparison

January to May: 2011 - 2015

Thursday, June 04, 2015

CATEGORY	Trend	2011	2012	2013	2014	2015
Offences Related to Death		0	0	0	0	0
Robbery		1	0	2	5	2
Sexual Assaults	<b>\</b>	3	8	1	4	5
Other Sexual Offences		0	1	2	3	1
Assault		66	74	74	64	48
Kidnapping/Hostage/Abduction	_	0	7	1	1	0
Extortion		1	0	0	1	0
Criminal Harassment		10	13	8	3	8
Uttering Threats	_	37	27	18	19	17
Other Persons		0	0	0	0	0
TOTAL PERSONS		118	130	106	100	81
Break & Enter	~	52	49	32	34	24
Theft of Motor Vehicle	~~	31	43	30	46	21
Theft Over \$5,000	<b>^</b>	2	5	2	5	4
Theft Under \$5,000		87	97	139	137	86
Possn Stn Goods	~	14	20	12	20	5
Fraud		11	18	21	18	17
Arson	<u> </u>	0	2	1	1	1
Mischief To Property		95	110	96	123	121
TOTAL PROPERTY		292	344	333	384	279
Offensive Weapons		2	5	8	11	6
Disturbing the peace	<b>~</b>	45	63	49	40	36
OTHER CRIMINAL CODE		112	150	139	131	138
TOTAL OTHER CRIMINAL CODE		115	155	148	142	144
TOTAL CRIMINAL CODE		525	629	587	626	504

# Drayton Valley Municipal Detachment Statistical Comparison January to May: 2011 - 2015

CATEGORY	Trend	2011	2012	2013	2014	2015
Drug Enforcement - Production		0	0	0	0	0
Drug Enforcement - Possession		19	24	20	19	17
Drug Enforcement - Trafficking		9	5	6	9	8
Drug Enforcement - Other		0	0	0	0	0
Total Drugs		28	29	26	28	25
Federal - General	_	4	9	5	2	1
TOTAL FEDERAL		32	38	31	30	26
Liquor Act		27	17	12	6	6
Other Provincial Stats		29	31	42	41	83
Total Provincial Stats	~	56	48	54	47	89
Municipal By-laws Traffic	~	4	2	5	4	4
Municipal By-laws	~	30	50	39	32	33
Total Municipal	~	34	52	44	36	37
Fatals	$\wedge$	0	2	1	0	0
Injury MVC	<u> </u>	2	5	4	3	2
Property Damage MVC (Reportable)	~	173	145	128	165	118
Property Damage MVC (Non Reportable)	~	12	18	16	19	16
TOTAL MVC	<b>~</b>	187	170	149	187	136
Provincial Traffic	~	384	376	217	241	148
Other Traffic	~	8	12	8	2	3
Criminal Code Traffic	~	53	69	42	46	37
Common Police Activities						
False Alarms	<b>\</b>	131	122	104	90	115
False/Abandoned 911 Call	$\sim$	50	25	36	27	1
Suspicious Person/Vehicle/Property		78	89	85	16	47
Persons Reported Missing	<b>~</b>	4	1	7	3	5
Spousal Abuse - Survey Code	~	0	67	64	55	83

## Drayton Valley Municipal Detachment 5 Year Traffic Summary - January to May

January to May	Trend	2011	2012	2013	2014	2015
Fatals		0	2	1	0	0
Injury MVAS		2	5	4	3	2
Property Damage MVAS (Reportable)	\ \	173	145	128	165	118
Property Damage MVAS (Non Reportable)	<b>\</b>	12	18	16	19	16
Total MVC		187	170	149	187	136

January to May	Trend	2011	2012	2013	2014	2015
Impaired Operation*	1	27	30	12	15	11
Roadside Suspensions - alcohol related - No charge**		8	12	8	2	3
Occupant Restraint/Seatbelt Violations**		41	3	2	3	1
Speeding Violations**		8	15	15	11	8
Intersection Related Violations**		17	18	6	5	4
Driving without Due Care or Attention*		6	5	2	1	1
Other Moving Traffic*	<b>\</b>	108	149	73	69	41
Other Non-Moving Violation**	_	133	97	35	42	23
Other CC Traffic***		5	11	8	5	3

<sup>\*</sup>include "Cleared by Charge" and "Cleared Other" \*\*"Actual" \*\*\*"Reported"

## Drayton Valley Municipal Detachment Statistical Comparison

May: 2011 - 2015

Thursday, June 04, 2015

					•	
CATEGORY	Trend	2011	2012	2013	2014	2015
Offences Related to Death		0	0	0	0	0
Robbery		0	0	0	0	0
Sexual Assaults	$\sim$	1	2	0	2	1
Other Sexual Offences		0	1	2	0	0
Assault		16	3	13	14	6
Kidnapping/Hostage/Abduction		0	1	0	0	0
Extortion		0	0	0	0	0
Criminal Harassment		1	1	1	2	1
Uttering Threats	~	5	7	3	4	4
Other Persons		0	0	0	0	0
TOTAL PERSONS	<u> </u>	23	15	19	22	12
Break & Enter	$\sim$	17	15	3	5	10
Theft of Motor Vehicle	_	4	4	6	8	6
Theft Over \$5,000		0	1	1	0	1
Theft Under \$5,000	$\sim$	33	18	26	27	17
Possn Stn Goods	$\sim$	5	2	2	4	1
Fraud	~	2	1	4	4	5
Arson	_/_	0	0	1	0	0
Mischief To Property	^	26	23	23	38	28
TOTAL PROPERTY	<b>\</b>	87	64	66	86	68
Offensive Weapons	_~	0	0	1	0	2
Disturbing the peace		16	6	16	12	5
OTHER CRIMINAL CODE		30	26	30	32	28
TOTAL OTHER CRIMINAL CODE	<b>\</b>	30	26	31	32	30
TOTAL CRIMINAL CODE	<b>\</b>	140	105	116	140	110

## Drayton Valley Municipal Detachment Statistical Comparison

May: 2011 - 2015

CATEGORY	Trend	2011	2012	2013	2014	2015
Drug Enforcement - Production		0	0	0	0	0
Drug Enforcement - Possession		7	4	4	4	4
Drug Enforcement - Trafficking	$\checkmark$	1	0	1	3	0
Drug Enforcement - Other		0	0	0	0	0
Total Drugs	<b>✓</b>	8	4	5	7	4
Federal - General		0	1	1	0	0
TOTAL FEDERAL	<u>\</u>	8	5	6	7	4
Liquor Act		7	3	2	1	1
Other Provincial Stats		6	4	6	6	16
Total Provincial Stats	<b>\</b>	13	7	8	7	17
Municipal By-laws Traffic		1	0	0	1	1
Municipal By-laws	<u></u>	14	20	16	14	11
Total Municipal	<b>~</b>	15	20	16	15	12
Fatals		0	1	1	0	0
Injury MCS	^	1	3	0	2	1
Property Damage MVC (Reportable)	~	31	28	19	33	17
Property Damage MVC (Non Reportable)		1	5	6	6	3
TOTAL MVC	~	33	37	26	41	21
Provincial Traffic		76	70	54	45	30
Other Traffic	\_	1	3	0	0	1
Criminal Code Traffic	~	11	21	9	8	9
Common Police Activities						
False Alarms		27	24	21	24	29
False/Abandoned 911 Call		3	3	8	11	0
Suspicious Person/Vehicle/Property	~	27	15	23	3	12
Persons Reported Missing	\ <u></u>	3	0	2	1	1
Spousal Abuse - Survey Code		0	9	10	15	19

## **Drayton Valley Municipal Detachment 5 Year Traffic Summary - Month of May**

May	Trend	2011	2012	2013	2014	2015
Fatals		0	1	1	0	0
Injury MVAS	$\wedge$	1	3	0	2	1
Property Damage MVAS (Reportable)	<b>\</b>	31	28	19	33	17
Property Damage MVAS (Non Reportable)		1	5	6	6	3
Total MVC	~~	33	37	26	41	21

Мау	Trend	2011	2012	2013	2014	2015
Impaired Operation*	^_	5	8	3	5	2
Roadside Suspensions - alcohol related - No charge**		1	3	0	0	1
Occupant Restraint/Seatbelt Violations**		1	1	1	0	0
Speeding Violations**		6	6	3	1	4
Intersection Related Violations**		3	2	0	1	1
Driving without Due Care or Attention*		1	0	1	1	0
Other Moving Traffic*		20	29	14	8	5
Other Non-Moving Violation**		29	15	7	8	5
Other CC Traffic***	$\overline{}$	1	4	1	0	0

<sup>\*</sup>include "Cleared by Charge" and "Cleared Other" \*\*"Actual" \*\*\*"Reported"

#### **Drayton Valley Municipal Detachment**

January to May: 2011 - 2015

January to May: 2011 - 2015											
Category	Trend	2011	2012	2013	2014	2015	Mean	Std Deviation	Mean + 1 Std Dev	FLAG	Slope
Theft Motor Vehicle (Total)	<b>^</b>	31	43	30	46	21	34.2	9.2	43.4	Within Norm	-1.7
Auto		3	2	4	2	1	2.4	1.0	3.4	Within Norm	-0.4
Truck/SUV/Van	<b>\\</b>	7	26	11	31	17	18.4	9.0	27.4	Within Norm	2.5
Motorcycle		0	0	0	0	0	0.0	0.0	0.0	Within Norm	0
Other		16	10	11	5	2	8.8	4.9	13.7	Within Norm	-3.3
Take Auto without Consent	~	5	5	4	8	1	4.6	2.2	6.8	Within Norm	-0.5
Break and Enter (Total)	<u></u>	52	49	32	34	24	38.2	10.6	48.8	Within Norm	-7.1
Business		22	9	15	18	10	14.8	4.9	19.7	Within Norm	-1.5
Residence		16	25	10	9	11	14.2	5.9	20.1	Within Norm	-2.6
Cottage or Seasonal Residence		0	0	0	0	0	0.0	0.0	0.0	Within Norm	0
Other	\ <u></u>	5	12	2	5	3	5.4	3.5	8.9	Within Norm	-1.1
Spousal Abuse	<i></i>	0	67	64	55	83	53.8	28.4	82.2	Issue	15.4
Robbery	$\checkmark$	1	0	2	5	2	2.0	1.7	3.7	Within Norm	0.7
Assault		66	74	74	64	48	65.2	9.5	74.7	Within Norm	-4.6
Sexual Assaults	<b>\</b>	3	8	1	4	5	4.2	2.3	6.5	Within Norm	0
Traffic	Trend	2011	2012	2013	2014	2015	Mean	Std Deviation	Mean + 1 Std Dev	FLAG	Slope
Impaired Operation*	~	27	30	12	15	11	19.0	7.9	26.9	Within Norm	-4.7
Roadside Suspensions - alcohol related - No grounds to charge**	<b>\</b>	8	12	8	2	3	6.6	3.7	10.3	Within Norm	-2
Occupant Restraint/Seatbelt Violations**		41	3	2	3	1	10.0	15.5	25.5	Within Norm	-8
Speeding Violations**		8	15	15	11	8	11.4	3.1	14.5	Within Norm	-0.4
Intersection Related Violations**		17	18	6	5	4	10.0	6.2	16.2	Within Norm	-3.9
Driving without Due Care or Attention*		6	5	2	1	1	3.0	2.1	5.1	Within Norm	-1.4
Other Moving Traffic*		108	149	73	69	41	88.0	37.2	125.2	Within Norm	-21.4
Other Non-Moving Violation**	_	133	97	35	42	23	66.0	42.0	108.0	Within Norm	-27.5
Other CC Traffic***		5	11	8	5	3	6.4	2.8	9.2	Within Norm	-1

<sup>\*</sup>include "Cleared by Charge" and "Cleared Other" \*\*"Actual" \*\*\*"Reported"

## Drayton Valley Municipal Detachment Statistical Comparison

January to June: 2011 - 2015

Monday, July 06, 2015

CATEGORY	Trend	2011	2012	2013	2014	2015
Offences Related to Death		0	0	0	0	0
Robbery		1	1	2	5	2
Sexual Assaults	<b>/</b>	3	11	1	5	5
Other Sexual Offences		0	1	2	3	1
Assault		79	97	80	72	57
Kidnapping/Hostage/Abduction		1	8	1	1	1
Extortion	$\setminus \wedge$	1	0	0	1	0
Criminal Harassment	~	10	16	10	7	11
Uttering Threats	/	42	32	23	20	19
Other Persons		0	0	0	0	1
TOTAL PERSONS	<b>\</b>	137	166	119	114	97
Break & Enter	~	58	60	36	40	33
Theft of Motor Vehicle	~	33	54	34	54	26
Theft Over \$5,000	<b>√</b>	4	6	2	5	5
Theft Under \$5,000		122	125	174	188	120
Possn Stn Goods	~	16	25	14	26	8
Fraud		12	23	26	25	22
Arson	<u> </u>	0	2	1	1	1
Mischief To Property	~	127	133	126	155	148
TOTAL PROPERTY	~	372	428	413	494	363
Offensive Weapons	~	2	9	8	13	8
Disturbing the peace	<b>\</b>	55	72	64	45	42
OTHER CRIMINAL CODE		144	177	167	152	171
TOTAL OTHER CRIMINAL CODE		147	186	176	165	179
TOTAL CRIMINAL CODE		656	780	708	773	639

## Drayton Valley Municipal Detachment Statistical Comparison

January to June: 2011 - 2015

CATEGORY	Trend	2011	2012	2013	2014	2015
Drug Enforcement - Production		0	0	0	0	0
Drug Enforcement - Possession	~	22	28	22	29	18
Drug Enforcement - Trafficking		11	6	7	9	10
Drug Enforcement - Other		0	0	0	1	0
Total Drugs	~	33	34	29	39	28
Federal - General	~	7	9	5	2	3
TOTAL FEDERAL	~~	40	43	34	41	31
Liquor Act		37	23	15	8	8
Other Provincial Stats		33	34	45	48	48
Total Provincial Stats		70	57	60	56	56
Municipal By-laws Traffic	<u> </u>	7	2	5	5	5
Municipal By-laws	~	46	78	59	41	45
Total Municipal	~	53	80	64	46	50
Fatals	$\wedge$	0	2	1	0	0
Injury MVC	$\sim$	3	5	4	4	2
Property Damage MVC (Reportable)	~	195	185	148	189	138
Property Damage MVC (Non Reportable)		19	22	20	20	19
TOTAL MVC	~	217	214	173	213	159
Provincial Traffic	~	463	437	272	282	200
Other Traffic	~	9	13	8	2	4
Criminal Code Traffic	~	62	77	49	58	42
Common Police Activities						
False Alarms	)	153	146	125	117	147
False/Abandoned 911 Call and 911 Act	~	66	41	50	39	54
Suspicious Person/Vehicle/Property		94	103	107	17	52
Persons Reported Missing	<b>\</b>	5	1	9	4	7
Spousal Abuse - Survey Code		N/A	89	73	69	97

## Drayton Valley Municipal Detachment 5 Year Traffic Summary - January to June

January to June	Trend	2011	2012	2013	2014	2015
Fatals	$\overline{}$	0	2	1	0	0
Injury MVAS		3	5	4	4	2
Property Damage MVAS (Reportable)	<b>\</b>	195	185	148	189	138
Property Damage MVAS (Non Reportable)		19	22	20	20	19
Total MVC	<b>\</b>	217	214	173	213	159

January to June	Trend	2011	2012	2013	2014	2015
Impaired Operation*	\\	28	31	13	21	12
Roadside Suspensions - alcohol related - No charge**		9	13	8	2	4
Occupant Restraint/Seatbelt Violations**		43	4	4	3	1
Speeding Violations**		16	19	17	12	9
Intersection Related Violations**		19	18	8	6	7
Driving without Due Care or Attention*		8	7	2	2	1
Other Moving Traffic*		135	170	85	78	48
Other Non-Moving Violation**	/	150	106	44	48	31
Other CC Traffic***		9	13	10	6	5

<sup>\*</sup>include "Cleared by Charge" and "Cleared Other" \*\*"Actual" \*\*\*"Reported"

## Drayton Valley Municipal Detachment Statistical Comparison

June: 2011 - 2015

Monday, July 06, 2015

CATEGORY	Trend	2011	2012	2013	2014	2015
Offences Related to Death		0	0	0	0	0
Robbery	$\wedge$	0	1	0	0	0
Sexual Assaults	$\wedge$	0	3	0	1	0
Other Sexual Offences		0	0	0	0	0
Assault	<b>\</b>	13	23	6	7	8
Kidnapping/Hostage/Abduction		1	1	0	0	0
Extortion		0	0	0	0	0
Criminal Harassment	<b>/</b>	0	3	2	4	2
Uttering Threats		5	5	5	1	2
Other Persons		0	0	0	0	1
TOTAL PERSONS	_	19	36	13	13	13
Break & Enter	<u> </u>	6	11	4	6	7
Theft of Motor Vehicle	<b>^</b>	2	11	4	8	4
Theft Over \$5,000		2	1	0	0	1
Theft Under \$5,000	<b>\</b>	35	28	35	51	34
Possn Stn Goods	<b>^</b>	2	5	2	6	1
Fraud	/	1	5	5	7	6
Arson		0	0	0	0	0
Mischief To Property	<b>\</b>	32	23	30	32	26
TOTAL PROPERTY	<b>\</b>	80	84	80	110	79
Offensive Weapons	<b>/</b> ✓	0	4	0	2	2
Disturbing the peace	~	10	9	15	5	6
OTHER CRIMINAL CODE	<b>\</b>	32	26	28	21	24
TOTAL OTHER CRIMINAL CODE		32	30	28	23	26
TOTAL CRIMINAL CODE	~~	131	150	121	146	118

## Drayton Valley Municipal Detachment Statistical Comparison

June: 2011 - 2015

CATEGORY	Trend	2011	2012	2013	2014	2015
Drug Enforcement - Production		0	0	0	0	0
Drug Enforcement - Possession	~	3	4	2	10	1
Drug Enforcement - Trafficking	<b>\</b>	2	1	1	0	2
Drug Enforcement - Other		0	0	0	1	0
Total Drugs	~	5	5	3	11	3
Federal - General		3	0	0	0	2
TOTAL FEDERAL	>	8	5	3	11	5
Liquor Act		10	6	3	2	1
Other Provincial Stats	~	8	7	5	11	8
Total Provincial Stats	<b>\</b>	18	13	8	13	9
Municipal By-laws Traffic	\_	3	0	0	1	1
Municipal By-laws	~	16	28	20	9	12
Total Municipal	~	19	28	20	10	13
Fatals		0	0	0	0	0
Injury MCS		1	0	0	1	0
Property Damage MVC (Reportable)	^_	22	40	20	24	20
Property Damage MVC (Non Reportable)	~	7	4	4	2	3
TOTAL MVC	~	30	44	24	27	23
Provincial Traffic	/	79	61	55	41	46
Other Traffic		1	1	0	0	1
Criminal Code Traffic	~	9	8	7	12	6
Common Police Activities						
False Alarms	~	22	24	21	27	32
False/Abandoned 911 Call and 911 Act	~	12	12	12	8	9
Suspicious Person/Vehicle/Property	1	16	14	22	1	5
Persons Reported Missing	<b>\</b>	1	0	2	1	2
Spousal Abuse - Survey Code	~	N/A	22	9	14	15

## **Drayton Valley Municipal Detachment 5 Year Traffic Summary - Month of June**

June	Trend	2011	2012	2013	2014	2015
Fatals		0	0	0	0	0
Injury MVAS		1	0	0	1	0
Property Damage MVAS (Reportable)	<u></u>	22	40	20	24	20
Property Damage MVAS (Non Reportable)		7	4	4	2	3
Total MVC	^	30	44	24	27	23

June	Trend	2011	2012	2013	2014	2015
Impaired Operation*		1	1	1	6	1
Roadside Suspensions - alcohol related - No charge**		1	1	0	0	1
Occupant Restraint/Seatbelt Violations**		2	1	2	0	0
Speeding Violations**		8	4	2	1	1
Intersection Related Violations**	\\\	2	0	2	1	3
Driving without Due Care or Attention*		2	2	0	1	0
Other Moving Traffic*		27	21	12	9	6
Other Non-Moving Violation**		17	9	9	6	6
Other CC Traffic***	\	4	2	2	1	2

<sup>\*</sup>include "Cleared by Charge" and "Cleared Other" \*\*"Actual" \*\*\*"Reported"

#### **Drayton Valley Municipal Detachment**

January to June: 2011 - 2015

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Category	Trend	2011	2012	2013	2014	2015	Mean	Std Deviation	Mean + 1 Std Dev	FLAG	Slope
Theft Motor Vehicle (Total)	<b>^</b>	33	54	34	54	26	40.2	11.6	51.8	Within Norm	-1.4
Auto		3	2	4	3	1	2.6	1.0	3.6	Within Norm	-0.3
Truck/SUV/Van	<b>\</b>	8	33	12	36	20	21.8	11.1	32.9	Within Norm	2.7
Motorcycle		0	0	0	0	0	0.0	0.0	0.0	Within Norm	0
Other		17	14	14	6	4	11.0	5.1	16.1	Within Norm	-3.4
Take Auto without Consent		5	5	4	9	1	4.8	2.6	7.4	Within Norm	-0.4
Break and Enter (Total)	~	58	60	36	40	33	45.4	11.3	56.7	Within Norm	-7
Business		22	13	17	19	15	17.2	3.1	20.3	Within Norm	-0.8
Residence		21	28	10	12	13	16.8	6.7	23.5	Within Norm	-3.2
Cottage or Seasonal Residence		0	0	0	0	0	0.0	0.0	0.0	Within Norm	0
Other	\	6	16	4	7	5	7.6	4.3	11.9	Within Norm	-1.1
Spousal Abuse	<i></i>	N/A	89	73	69	97	65.6	34.4	100.0	Within Norm	17.4
Robbery	$\nearrow$	1	1	2	5	2	2.2	1.5	3.7	Within Norm	0.6
Assault	<u></u>	79	97	80	72	57	77.0	12.9	89.9	Within Norm	-6.9
Sexual Assaults	<b>/</b> ~	3	11	1	5	5	5.0	3.3	8.3	Within Norm	-0.2
Traffic	Trend	2011	2012	2013	2014	2015	Mean	Std Deviation	Mean + 1 Std Dev	FLAG	Slope
Impaired Operation*	~	28	31	13	21	12	21.0	7.7	28.7	Within Norm	-4.2
Roadside Suspensions - alcohol related - No grounds to charge**	~	9	13	8	2	4	7.2	3.9	11.1	Within Norm	-2.1
Occupant Restraint/Seatbelt Violations**		43	4	4	3	1	11.0	16.0	27.0	Within Norm	-8.5
Speeding Violations**		16	19	17	12	9	14.6	3.6	18.2	Within Norm	-2.1
Intersection Related Violations**		19	18	8	6	7	11.6	5.7	17.3	Within Norm	-3.6
Driving without Due Care or Attention*	_	8	7	2	2	1	4.0	2.9	6.9	Within Norm	-1.9
Other Moving Traffic*		135	170	85	78	48	103.2	43.6	146.8	Within Norm	-26.6
Other Non-Moving Violation**		150	106	44	48	31	75.8	45.2	121.0	Within Norm	-29.6
Other CC Traffic***		9	13	10	6	5	8.6	2.9	11.5	Within Norm	-1.5

<sup>\*</sup>include "Cleared by Charge" and "Cleared Other" \*\*"Actual" \*\*\*"Reported"



July 8, 2015

Jacques Carriere
Director, MPED
FCM International
24 Clarence St
Ottawa ON K1N 5P3

Dear Mr. Carriere

Congratulations on receiving funding to extend FCM's International Program for another five years!

As you know the Town of Drayton Valley has been an active participant in this program over the past 18 years. On behalf of Mayor and Council for the Town of Drayton Valley, I am delighted to express our intent to continue our Involvement in this beneficial program. We feel that our years of experience provide us with invaluable tools to mentor other municipalities.

Thank you for your consideration. I look forward to hearing from you.

Kind Regards

Nesen Naidoo

Assistant Town Manager

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M:\Correspondence\2015\Letters\2015-06-26 FCM International Letter of Intent.docx

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Home of the Bio-Mile