



Agenda

Call to Order

National Anthem

1.0	Additions to the Agenda	
2.0	Adoption of Agenda	
3.0	Corrections or Amendments:	
3.1.	April 18, 2018, Regular Meeting of Council Minutes	3-8
3.2.	May 9, 2018, Special Meeting of Council Minutes	9-12
4.0	Adoption of:	
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4.2.	May 9, 2018, Special Meeting of Council Minutes	
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5.1.	<u>Public Works Week – May 20-26, 2018</u>	13
5.2.	<u>Fine Arts Week – May 26-June 3, 2018</u>	14-15
5.3.	<u>Seniors' Week – June 3-9, 2018</u>	16
6.0	Delegations / Administrative Updates	
6.1.	<u>RCMP Stats – April 2018 – S/Sgt. Callihoo & Sgt. Matthews</u>	125-131
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7.1.	Addition to Council Committee Structure	17-30
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7.5.	Proposed Electronic Advertising Bylaw 2018/07/A	79-83
7.6.	Crosswalk Improvements:	84-88
	o 43 Street West of St. Anthony School	
	o Beckett Road between 50 Avenue and 49 Avenue	
7.7.	Appointment of Prohibited Noxious & Noxious Weed Inspectors for 2018 Season	89-90
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8.0	Department Reports	
8.1.	Engineering and Development	Sonya Wrigglesworth
8.2.	Community Services and FCSS	Annette Driessen
8.3.	Emergency Services	Tom Thomson
8.4.	Acting CAO / Administration	Pam Livingston

9.0	Council Reports	
9.1.	Councillor Ballas	
9.2.	Councillor Peebles	
9.3.	Councillor Dodds	
9.4.	Councillor Gammana	
9.5.	Deputy Mayor Wheeler	
9.6.	Councillor Butz	
9.7.	Mayor Doerksen	

10.0	Information Items	Pages 95-151
10.1.	Childcare Operational Board Meeting Minutes:	96-103
	<ul style="list-style-type: none"> • November 23, 2017 • February 16, 2018 	
10.2.	Budget and Asset Management Committee Meeting Notes:	104-109
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10.3.	Brazeau Foundation Minutes – March 13, 2018	110-113
10.4.	Sustainability Committee Meeting Notes – March 13, 2018	114-115
10.5.	Economic Development Committee Meeting Notes – March 28, 2018	116-117
10.6.	Drayton Valley / Brazeau County Fire Services Report – Medical Response by Fire Services	118-120
10.7.	Drayton Valley / Brazeau County Fire Services Stats	121-124
	<ul style="list-style-type: none"> • March 2018 • April 2018 	
10.8.	RCMP Stats – April 2018	125-131
10.9.	STAR Catholic Schools Board Meeting Highlights – April 2018	132
10.10.	Council Conference Reports:	133-151
10.10.1.	Mayor Doerksen:	
	<ul style="list-style-type: none"> • AUMA Annual Conference, November 21-23, 2017 • Governance Workshop, February 7-8, 2018 • Epcor Climate Change Conference, March 5, 2018 	
10.10.2.	Councillor Dodds:	
	<ul style="list-style-type: none"> • Governance Workshop, February 7, 2018 • RMRF Law Seminar, February 16, 2018 • Epcor Climate Change Conference, March 5, 2018 • Economic Developers of Alberta (EDA) Conference, March 21-23, 2018 	
10.10.3.	Councillor Gammana:	
	<ul style="list-style-type: none"> • AUMA Annual Conference, November 21-23, 2017 • Governance Workshop, February 7-8, 2018 	

11.0	Adjournment	
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Meeting Minutes

THOSE PRESENT:

Mayor Doerksen
Councillor Ballas
Councillor Butz
Councillor Dodds
Councillor Gammana
Councillor Peebles
Deputy Mayor Wheeler
Pam Livingston, Acting Chief Administrative Officer
Tom Thomson, Fire Chief
Annette Driessen, Director of Community Services
Kevin McMillan, Senior Financial Officer
Sonya Wrigglesworth, Acting Director of Engineering and Development
Leonard Rogers, Manager of Information Services

Rita Bijeau, Executive Assistant
Chandra Dyck, Legislative Services Coordinator
Jennifer Stone, Records Management and Communications
S/Sgt. Malcolm Callihoo, Drayton Valley RCMP
Sgt. Erin Matthews, Drayton Valley RCMP
Vishal Sharma, Network and Systems Administrator
Jerome Zheng, Junior System Administrator
Cathy Weetman, Drayton Valley Western Review
Laine Mitchell, CIBW Radio
Members of the Public

ABSENT:

CALL TO ORDER

Mayor Doerksen called the meeting to order at 9:01 a.m.

1.0 Additions to the Agenda

Councillor Butz added Decision Item 6.10 Joint Exploratory Recreation and Culture Ad Hoc Committee Terms of Reference to the Agenda.

2.0 Adoption of Agenda

RESOLUTION #045/18

Deputy Mayor Wheeler moved to adopt the Agenda for the April 18, 2018, Regular Meeting of Council, as amended.

CARRIED

3.0 Corrections or Amendments:

3.1. March 2, 2018, Special Meeting of Council Minutes

There were no corrections or amendments to the March 2, 2018, Special Meeting of Council Minutes.

3.2. March 21, 2018, Regular Meeting of Council Minutes

There were no corrections or amendments to the March 21, 2018, Regular Meeting of Council Minutes.

3.3. March 21, 2018, Special Meeting of Council Minutes

There were no corrections or amendments to the March 21, 2018, Special Meeting of Council Minutes.

4.0 Adoption of:

4.1. March 2, 2018, Special Meeting of Council Minutes

RESOLUTION #046/18

Councillor Gammana moved to adopt the Minutes of the March 2, 2018, Special Meeting of Council, as presented.

CARRIED

4.2. March 21, 2018, Regular Meeting of Council Minutes

RESOLUTION #047/18

Councillor Ballas moved to adopt the Minutes of the March 21, 2018, Regular Meeting of Council, as presented.

CARRIED

4.3. March 21, 2018, Special Meeting of Council Minutes

RESOLUTION #048/18

Councillor Dodds moved to adopt the Minutes of the March 21, 2018, Special Meeting of Council, as presented.

CARRIED

5.0 Delegations

5.1. Audited Financial Statements for 2017 – Mr. Phil Dirks, Metrix Group LLP

Mr. Phil Dirks from Metrix Group LLP presented Council with a summary of the Audited Financial Statements for 2017 for the Town of Drayton Valley.

5.2. Trade Fair/Market on May 12, 2018 – Drayton Valley and District Chamber of Commerce

Ms. Amanda Fynn, Office Administrator for the Drayton Valley and District Chamber of Commerce, informed Council about the planned Trade Fair/Market on May 12, 2018, coinciding with the 7th Annual Triathlon. The Chamber of Commerce is asking that Council approve closure of 51 Street between 51 Avenue and 52 Avenue, as well as the Downtown Parking Lot, on that day between 7:30 a.m. to 5:00 p.m. in order to accommodate the Trade Fair/Market and a pancake breakfast.

5.3. FCM International Exchange

Deputy Mayor Wheeler provided Council with a report on the partnership with the City of Jinotega, Nicaragua. The partnership is facilitated through the Federation of Canadian Municipalities' Partners for Municipal Innovation, Local Economic Development International Exchange Program. A Drayton Valley delegation went to Jinotega on February 24-March 2, 2018, to learn about the region and assist in selecting a project with which the Town of Drayton Valley could provide assistance.

5.4. RCMP Stats – February-March 2018 – S/Sgt. Callihoo & Sgt. Matthews

Sgt. Matthews presented the RCMP statistics for the months of February and March 2018.

Mayor Doerksen called a break at 10:15 a.m.
Mayor Doerksen reconvened the meeting at 10:27 a.m.

Deputy Mayor Wheeler entered the meeting at 10:27 a.m.

6.0 Decision Items

6.1. Audited Financial Statements for 2017

RESOLUTION #049/18

Deputy Mayor Wheeler moved that Council accept the 2017 Audited Financial Statements for the Town of Drayton Valley, as presented by Mr. Phil Dirks of Metrix Group LLP, as information.

CARRIED

6.2. IDP / ICF Core Team and Timeline

RESOLUTION #050/18

Councillor Butz moved that Council approve the new core team and suggested timelines for the IDP (Intermunicipal Development Plan) and that Council authorize the core team to write a Request for Proposal for consultant assistance for the ICF (Intermunicipal Collaboration Framework).

CARRIED

6.3. Community Events Grants, Second Quarter Allocation

RESOLUTION #051/18

Councillor Butz moved that Council award funding to the Drayton Valley Community Foundation of \$2,000.00; to the Drayton Valley Lamplighters Event Group the amount of \$1,000.00; to the Drayton Valley Pro Rodeo Society the amount of \$1,000.00; and to the Hearts and Hands Quilter's Guild the amount of \$1,000.00 to help cover the various events, from the Community Events Grant.

CARRIED

6.4. Aquatic Facility Municipal Contribution

RESOLUTION #052/18

Councillor Ballas moved that Town Council commit to a total of \$5,000,000.00 in funding to the development of a new aquatic facility for the community.

CARRIED

6.5. Street Closure 51 Street between 51 Avenue and 52 Avenue and Downtown Parking Lot, Saturday May 12, 2018, from 8:00 am to 5:00 pm

RESOLUTION #053/18

Councillor Peebles moved that Council approve the temporary road closure of 51 Street between 51 Avenue and 52 Avenue, and the Downtown Parking Lot, on Saturday, May 12, 2018, between 7:30 a.m. and 5:00 p.m. to allow the Drayton Valley District Chamber of Commerce to hold a Trade Fair/Street Market.

CARRIED

6.6. Cannabis Consultation Survey

RESOLUTION #054/18

Councillor Gammama moved that Council approve the Cannabis Consultation Survey for publication, as presented.

CARRIED

6.7. Drayton Valley Municipal Community Peace Officer Policy PS-01-18

RESOLUTION #055/18

Councillor Dodds moved that Council approve Drayton Valley Municipal Community Peace Officer Policy PS-01-18, as presented.

CARRIED

6.8. CETC Management Board Bylaw 2018/02/B

RESOLUTION #056/18

Councillor Gammama moved that Council give First Reading to the Clean Energy Technology Centre Management Board Bylaw 2018/02/B, as presented.

CARRIED

6.9. Amendment to Budget and Asset Management Committee Terms of Reference

RESOLUTION #057/18

Councillor Ballas moved that Council approve the amended Terms of Reference for the Budget and Asset Management Committee to a Committee of the Whole, as presented.

CARRIED

6.10. Joint Exploratory Recreation and Culture Ad Hoc Committee

RESOLUTION #058/18

Councillor Ballas moved that Council approve the Terms of Reference for the Joint Exploratory Recreation and Culture Ad Hoc Committee, as presented.

CARRIED

7.0 Department Reports

7.1. Engineering and Development

Ms. Wrigglesworth provided a report to Council regarding activities being undertaken in the Engineering and Development Department.

7.2. Community Services and FCSS

Ms. Driessen provided Council with a report on activities within the Community Services Department and FCSS.

7.3. Emergency Services

Chief Thomson provided Council with a report on medical responses by Fire Services.

7.4. Acting CAO/Administration

Ms. Livingston provided a report to Council regarding failure to submit the required Campaign Disclosure Statement by Candidate Cecile Shewfelt and the activities within the office of the CAO.

8.0 Council Reports

8.1. Councillor Butz

- April 10 – Joint Meeting with Brazeau County

8.2. Councillor Ballas

- March 21 – Regular Meeting of Council
- March 26, 27 – Intermunicipal Development Plan Stakeholders Meetings
- April 10 – Vigil hosted by DV Thunder for the Humbolt Tragedy
- April 17 – Meeting with the Wild Rose School Division Board of Trustees
- Budget meetings

8.3. Councillor Peebles

- March 28 – Economic Development Committee Meeting
- April 9 – Eagle Point Blue Rapids Parks Council Meeting
- April 10 – Joint Council Meeting with Brazeau County and the Village of Breton
- April 10 – Vigil hosted by DV Thunder for the Humbolt Tragedy
- April 17 – Meeting with the Wild Rose School Division Board of Trustees

8.4. Councillor Dodds

- March 22-23 – Economic Development Association Conference
- March 26, 27 – Intermunicipal Development Plan Stakeholder Meetings
- March 28 – Economic Development Committee Meeting
- March 28 – Eleanor Pickup Arts Society Meeting
- April 9 – Aquatic Facility Fund Development Committee Meeting
- April 10 – Joint Council Meeting with Brazeau County and the Village of Breton
- Budget Meetings

8.5. Councillor Gammana

- March 26 – Pembina Physician Recruitment and Retention Committee
- March 28 – Economic Development Committee Meeting
- April 29 – Homelessness and Poverty Reduction Team Meeting
- April 10 – Joint Council Meeting with Brazeau County and the Village of Breton
- April 17 – Meeting with the Wild Rose School Division Board of Trustees

8.6. Deputy Mayor Wheeler

- April 10 – FCM Innovation Board
- Aquatic Facility Fund Development Committee Meeting
- Healthy Communities Coalition Meeting

8.7. Mayor Doerksen

- March 27 – Intermunicipal Development Plan Stakeholders Meetings
- March 28 – Economic Development Committee Meeting
- April 3 – Meeting with representatives from NAIT at the Clean Energy Technology Centre
- April 10 – Joint Council Meeting with Brazeau County and the Village of Breton
- April 13 – Making Financial Cents Presentation
- April 17 – Meeting with the Wild Rose School Division Board of Trustees

9.0 Information Items

9.1. Drayton Valley Legacy Project Notes – March 8, 2018
9.2. Pembina Physician Recruitment and Retention Committee Meeting Minutes – January 22, 2018
9.3. Brazeau Foundation Board Minutes – February 22, 2018 <ul style="list-style-type: none">• Brazeau Foundation Financial Statements
9.4. STAR Catholic Board Highlights – March 2018
9.5. Economic Development Committee Minutes – March 7, 2018
9.6. RCMP Stats – February and March 2018
9.7. YRL Board Executive Committee Highlights – April 9, 2018
9.8. Councillor Conference Report – Deputy Mayor Wheeler – FCM Sustainable Communities, February 6-8, 2018

RESOLUTION #059/18

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

CARRIED

10.0 Adjournment

Mayor Doerksen adjourned the meeting at 12:16 pm.

MAYOR

ACTING CHIEF ADMINISTRATIVE OFFICER



Meeting Minutes

THOSE PRESENT:

Mayor Doerksen
Councillor Butz
Councillor Dodds
Councillor Gammana
Councillor Peebles
Deputy Mayor Wheeler
Pam Livingston, Acting Chief
Administrative Officer
Tom Thomson, Fire Chief
Annette Driessen, Director of Community
Services
Kevin McMillan, Senior Financial Officer
Sonya Wrigglesworth, Acting Director of
Engineering and Development

Leonard Rogers, Manager of Information
Services
Rita Bijeau, Executive Assistant
Chandra Dyck, Legislative Services
Coordinator
Jennifer Stone, Records Management
and Communications
Vishal Sharma, Network and Systems
Administrator
Jerome Zheng, Junior System
Administrator

ABSENT:

Councillor Ballas

1.0 CALL TO ORDER

Mayor Doerksen called the meeting to order at 9:04 a.m.

2.0 Adoption of Agenda

RESOLUTION #060/18

Councillor Dodds moved to adopt the Agenda for the May 9, 2018, Special Meeting of Council, as presented.

CARRIED

3.0 Decision Items

3.1 Proposed 2018 Final Fee Schedule

RESOLUTION #061/18

Councillor Butz moved that Council approve the Proposed 2018 Final Fee Schedule, as presented.

CARRIED

3.2 Proposed 2018 Total Works Fitness Centre Final Fee Schedule

With respect to Item 3.2 "Proposed 2018 Total Works Fitness Centre Final Fee Schedule" Councillor Peebles declared a pecuniary interest and that he would be abstaining from voting or participating in discussions, exiting the meeting at 9:08 a.m.

RESOLUTION #062/18

Deputy Mayor Wheeler moved that Council approve the Proposed 2018 Final Total Works Fitness Centre Fee Schedule, as presented.

CARRIED

Councillor Peebles returned to the meeting at 9:11 a.m.

3.3 Mill Rate Bylaw 2018/06/F

RESOLUTION #063/18

Councillor Gammana moved that Council give First Reading to Mill Rate Bylaw 2018/06/F, as presented.

Councillor Butz requested a friendly amendment to change the mill rate on the commercial taxes to be zero overall.

Councillor Gammana declined the friendly amendment.

RESOLUTION #064/18

Councillor Butz moved to amend Councillor Gammana's motion (Resolution #063/18) to reflect a change in business mill rate that would be zero overall.

CARRIED

RESOLUTION #063/18

CARRIED, as Amended

Mayor Doerksen called a recess for the meeting at 9:35 a.m., advising that the meeting would reconvene at approximately 11:30 a.m.

Mayor Doerksen called the meeting back to order at 11:31 a.m.

RESOLUTION #065/18

Deputy Mayor Wheeler moved that Council give Second Reading to Mill Rate Bylaw 2018/06/F, as amended.

CARRIED

RESOLUTION #066/18

Deputy Mayor Wheeler moved that Council consider giving Third and Final Reading to Mill Rate Bylaw 2018/06/F, as amended.

CARRIED UNANIMOUSLY

RESOLUTION #067/18

Deputy Mayor Wheeler moved that Council give Third and Final Reading to Mill Rate Bylaw 2018/06/F, as amended.

Mayor Doerksen requested that the vote be recorded.

In favour

Deputy Mayor Wheeler

Councillor Peebles

Councillor Butz

Councillor Dodds

Opposed

Councillor Gammana

Mayor Doerksen

CARRIED

3.4 Proposed 2018 Public Health and Welfare Budget

With respect to Item 3.4 "Proposed 2018 Public Health and Welfare Budget" Councillor Gammara declared a pecuniary interest and that he would be abstaining from voting or participating in discussions, exiting the meeting at 11:35 a.m.

RESOLUTION #068/18

Councillor Dodds moved that Council approve the Proposed 2018 Final Operating Budget for Public Health & Welfare as presented for the Town of Drayton Valley with:

Operating Revenues	1,947,852
Operating Expenditures	<u>2,304,709</u>
Net Deficit	<u>(\$356,857)</u>

CARRIED

Councillor Gammara returned to the meeting at 11:38 a.m.

3.5 Proposed 2018 Parks and Recreation Budget

With respect to Item 3.5 "Proposed 2018 Parks and Recreation Budget" Councillor Peebles declared a pecuniary interest and that he would be abstaining from voting or participating in discussions, exiting the meeting at 11:39 a.m.

RESOLUTION #069/18

Councillor Dodds moved that Council approve the Proposed 2018 Final Operating Budget for Parks and Recreation as presented for the Town of Drayton Valley with:

Operating Revenues	2,413,386
Operating Expenditures	<u>3,909,367</u>
Net Deficit	<u>(\$1,495,981)</u>

CARRIED

Councillor Peebles returned to the meeting at 11:42 a.m.

3.6 Proposed 2018 General Operations and Capital Budget**RESOLUTION #070/18**

Councillor Butz moved that Council approve the Proposed 2018 Final Operating and Capital Budgets as presented for the Town of Drayton Valley with:

Operating Revenues	14,845,001
Taxes (gross)	16,151,269
School and Seniors Requisitions	<u>(4,241,996)</u>
Total Revenue	<u>\$26,754,304</u>
Operating Expenditures	22,134,787
Debt Repayment	1,133,095
Transfers to Reserves	<u>3,486,422</u>
Total Expenditures	<u>\$26,754,304</u>
Capital Expenditures and Financing	<u>\$10,105,021</u>

CARRIED

4.0 Adjournment

Mayor Doerksen adjourned the meeting at 11:55 a.m.

MAYOR

ACTING CHIEF ADMINISTRATIVE OFFICER

DRAFT

Town of Drayton Valley

Proclamation

NATIONAL PUBLIC WORKS WEEK

May 20-26, 2018

WHEREAS public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health and safety and well-being of the people of the Town of Drayton Valley; and

WHEREAS such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from provincial and local Government and the private sector, who are responsible for and who plan, design, build, operate, and maintain the transportation, water supply, water treatment, public buildings, structures and facilities and who deliver solid waste services which are essential to serve our community; and

WHEREAS it is in the public interest for the citizens, civic leaders and children in the community to gain knowledge of and to maintain an interest and understanding of the importance of public works programs in their respective communities; and

WHEREAS the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform;

NOW THEREFORE I, Michael Doerksen, Mayor of the Town of Drayton Valley, do hereby proclaim May 20-26, 2018 as "National Public Works Week" in the Town of Drayton Valley and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials and employees make every day to our health, safety, comfort, and quality of life.

DATED at the Town of Drayton Valley,
in the Province of Alberta,
this 16th day of May, 2018.

Michael Doerksen, Mayor





Town of Drayton Valley

Proclamation Request Form

Name (s): _____

Organization: _____

Contact Number: _____ Contact E-mail: _____

Mailing Address: _____

Description of Proclamation requested:

* Request must be received a minimum of TWO WEEKS prior to the meeting being requested for; please refer to the Meeting Schedule for dates

Additional Information Provided

Please list the information you attached or included with your proclamation request:

Please indicate any preference you have for meeting:

Please submit your request by:

Fax: 780.542.5753

E-mail: admin-support@draytonvalley.ca

Mail: Box 6837, Drayton Valley, AB T7A 1A1

In person: 5120-52 ST
Drayton Valley, AB

Town of Drayton Valley

Proclamation

FINE ARTS WEEK

May 26 – June 3, 2018

- WHEREAS** the fine arts are an integral backbone of any community; and
- WHEREAS** the fine arts allows individuals and community self-expressions that span all ages, genders, races, religions, socioeconomic statuses, lifestyles, and backgrounds; and
- WHEREAS** the fine arts connect, strengthen, engage, enrich and empower the citizens of Drayton Valley; and
- WHEREAS** Drayton Valley has a long history of supporting the visual and performing arts through independent events spearheaded by individuals and groups; and
- WHEREAS** the benefits of fine arts are widespread and diverse; and
- WHEREAS** various entities are prepared to offer programming to showcase, participate, celebrate, experience or create all aspects of visual and performing fine arts;
- NOW THEREFORE** I, Michael Doerksen, Mayor of the Town of Drayton Valley, do hereby proclaim May 26 to June 3, 2018, as “Fine Arts Week” in the Town of Drayton Valley, and urge my fellow citizens to recognize the crucial role played by the Fine Arts in our community.

DATED at the Town of Drayton Valley,
in the Province of Alberta,
this 16th day of May, 2018.

Michael Doerksen, Mayor



Town of Drayton Valley

Proclamation

SENIORS' WEEK

June 3rd to 9th, 2018

WHEREAS senior citizens have made, and continue to make, many contributions that strengthen our community, town and province. Seniors are a vital part of our families and, by giving generously of their wisdom and experience, they enrich our daily lives; and

WHEREAS many seniors are independent and active and, by challenging the stereotypes of aging, they are leading the way for future seniors; and

WHEREAS a more positive attitude toward aging is creating new opportunities for senior; and

WHEREAS by highlighting awareness of senior citizens, their achievements, value and contributions will continue to be recognized and celebrate;

NOW THEREFORE I, Michael Doerksen, Mayor of the Town of Drayton Valley, do hereby proclaim June 3rd to 9th, 2018, "Seniors' Week" in the Town of Drayton Valley.

DATED at the Town of Drayton Valley,
in the Province of Alberta,
this 16th day of May, 2018.

Michael Doerksen, Mayor



COUNCIL REQUEST FOR DECISION



SUBJECT:	Addition to Council Committee Structure
MEETING DATE:	May 16, 2018
SUBMITTED BY:	Administration on behalf of Council
PROPOSAL AND BACKGROUND:	
<p>Administration received letters (Attachment 1 and 2) from the Drayton Valley Multicultural Association requesting that a representative from Town Council sit as a member-at-large on its Board, providing the opportunity for the Town to share comments on future programs or projects of the Association and raising awareness of multiculturalism in the town. The member-at-large from Town Council would be a non-voting position, but encouraged to provide feedback and dialogue. Meetings are held once per month and additional meetings are added as needed. Meeting details are provided by the Drayton Valley Multicultural Association.</p>	
OPTIONS AND ALTERNATIVES, WITH ANALYSIS:	
<p>A. That Council assign a member of Council to represent the Town of Drayton Valley at the Drayton Valley Multicultural Association.</p> <p>B. That Council direct Administration to gather further information from the Drayton Valley Multicultural Association regarding _____.</p>	
BUDGET / RESOURCE IMPLICATIONS:	
<p>Members of Council serving on a Committee are eligible for per diems for time spent attending meetings of Committees, as per Council Remuneration Policy C-01-00 (Attachment 3).</p>	
LINKAGE TO MUNICIPAL POLICIES, PLANS, OR ESTABLISHED PRIORITIES:	
<p>Appointing a member of Council as a representative on the Drayton Valley Multicultural Association is linked to the Community Sustainability Plan as it supports awareness of multiculturalism.</p>	
FOLLOW-UP ACTION (PUBLIC ENGAGEMENT, COMMUNICATIONS STRATEGY, AND IMPLEMENTATION):	
<p>Administration will prepare a letter to the Drayton Valley Multicultural Association advising of Council's decision.</p>	

POTENTIAL MOTIONS:


- A. That Council appoint Councillor _____ to represent Town Council on the Drayton Valley Multicultural Association Board.
- B. That Council direct Administration to gather further information from the Drayton Valley Multicultural Association regarding _____.

ATTACHMENTS:

Attachment 1: Letter of request from the Drayton Valley Multicultural Association
 Attachment 2: Letter from the Drayton Valley Multicultural Association
 Attachment 3: Council Remuneration Policy C-01-00

Report Prepared By:		Report Reviewed By:	
			
Name:	Sabine Larcher	Name:	Pamela Livingston
Title:	Administrative Assistant	Title:	Acting Chief Administrative Officer

Report Routed to Council By:





February 6, 2018

Dwight Dibben, C.A.O.
Town of Drayton Valley
Box 6837, 5120 – 52 Street
Drayton Valley, AB
T7A 1A1

RECEIVED
9 Feb 2018
cc Paen L

Dear Mr. Dibben,

The Drayton Valley Multicultural Association would like to formally request a representative from town council to sit as a Member At Large on our board. Our board meets one time per month throughout the year.

The Drayton Valley Multicultural Association was formed in 2009 by a group of Drayton Valley residents who came together to share common interests and their unique cultures with each other and the community at large.

The cultures represented in our Association are varied and include Canadian born citizens from all cultural backgrounds and also those members who were born outside Canada from countries such as Indonesia, India, Japan, Philippines, Sri Lanka, Spain, Mexico, Brazil, Uruguay, Nepal and Nigeria, who have chosen to adopt Drayton Valley and Canada as their home.

The Drayton Valley Multicultural Association endeavors to work with the Town and Drayton Valley to “Pull Together” and strives to offer various services and cultural events throughout the year for our members and the community. The July 1 Cultural Displays at Rotary Park and our Bi-annual New Comer Event are a few events we host to showcase our cultural diversity in our community and the New Comer event is a free supper to welcome all new residents to Drayton Valley.

The Drayton Valley Multicultural Association is open to anyone who wants to get involved in our association, whether it be on a committee, the board or just on a participant level. Everyone is welcome!

Having a member at large on our board from town council would allow our association to work more closely with the Town on future programs or projects to enhance and promote Multiculturalism in Drayton Valley.

Thank you for taking the time to review our request.

Sincerely,

FOIP Act; RSA 2000; Chapter F-25; section 17(1) & (4)

Sandra Blades

Secretary/ Grant Development

Drayton Valley Multicultural Association

FOIP Act; RSA 2000; Chapter F-25; section 17(1) & (4)



April 26, 2018

Pam Livingston, Acting C.A.O.
Town of Drayton Valley
Box 6837, 5120 – 52 Street
Drayton Valley, AB
T7A 1A1

Dear Pam Livingston,

As per my conversation with Sabina, here is some additional information about the Drayton Valley Multicultural Association:

- Mission Statement/Goal : “ To Bridge Countries and Enhance Communities”
- The Drayton Valley Multicultural Association was formed in 2009 by a group of Drayton Valley residents who came together to share common interests and their unique cultures with each other and the community at large
- DVMA is a society registered within the province of Alberta
- We have a \$5 one time membership fee / family. Fee is waived if it is a hardship for the family.
- Our events are no charge in most instances. If there is a charge it is only to cover the costs of a third party ie) catered Xmas meal, hall rental etc
- We have a 5 member executive board of directors along with several committee members who assist in organizing our projects
- Board meetings are held once/month from 5:30 – 6:45pm with additional meetings added if we are planning a major event
- We hold our supper board meetings at a different restaurant each month as our way of supporting local businesses in Drayton
- We engage in fundraising events (garage sale, DV100 Roadrace) and grant writing (Community Foundation, FCSS) to raise funds for our projects and membership events. We also rely on donations from our members and the community to help make our events successful and low cost
- Aside from holding annual Valentines, Christmas, summer picnic, potluck suppers and movies at the local theatre, we also participate in the towns July 1 celebrations by setting up 10-12 cultural

display tables in Rotary Park. In the past we have set up cultural displays at a local elementary school, taken part in Alberta Culture Days and have held baby and wedding showers members who have no family close by

- Every 2 years our group organizes and host a “Newcomers Welcome” evening for all new residents to Drayton Valley and Brazeau County. The evening includes speeches, free supper and entertainment. We are looking forward to holding this event in the fall of 2018.
- Our association is always willing and open to help new arrivals from different countries or communities. Members of our group have helped newcomers to find friendship, accommodation, employment, health care, transportation and translation help if there are language barriers.
- We are currently looking for office space in a central location in town where a DVMC volunteer can be available to welcome newcomers once or twice a week
- Everyone is welcomed to join and become involved in our group
- The member at large we are requesting from the Town of Drayton Valley will be a Non-Voting position but we would encourage opinions and feedback from the individual. Having a member at large on our board from town council would allow our association to work more closely with the Town on future programs or projects to “Pull Together” and to enhance and promote Multiculturalism in our community.

Thank you!

Sincerely,

Sandra Blades
Secretary/ Grant Development
Drayton Valley Multicultural Association



TOWN OF DRAYTON VALLEY

Subject:	Council Remuneration Policy	Policy No.:	C-01-00
Department:	Council		
Approval Date:	June 7, 2000	Review Date:	May 12, 2004, January 12, 2011, August 21, 2013, June 25, 2014, May 13, 2015, June 1, 2016, December 20, 2017
Associated Policies:			

Council Remuneration Policy

Purpose

The purpose of this Policy is to set parameters for Council and Mayor Compensation. The honorariums and meeting fees listed below will be adjusted annually based on the cost of living or the annual increase as determined through the Union negotiations, whichever is the lower amount.

General Policy

Honorariums, Meeting Fees and Expenses

1. Members of Council will receive the following monthly fixed honorarium:
 - a. Mayor's monthly fixed honorarium \$1,500.00/month
 - b. Councillor's monthly fixed honorarium \$ 850.00/month

2. Members of Council will receive meeting fees for meeting time served in accordance with the following schedule:
 - a. Between 0 and 4 hours \$150.00
 - b. Between 4 and 8 hours \$300.00
 - c. More than 8 hours \$325.00

3. Members of Council will receive expense reimbursement as follows:

- a. Mileage As per Town Mileage Resolution #209/05
- b. Mayor's Vehicle Allowance \$300.00
- c. Councillors' Vehicle Allowance \$100.00
- d. Monthly Allowance for Internet Connection
& Printer Paper \$100.00/month
plus actual cost for miscellaneous expenses, as per receipts submitted
- e. Mobile Communication Device \$100.00/month
- f. Expenses for meals as per receipts submitted (actual cost and gratuity of 15%) or an allowance, without receipt, of:
 - i. Breakfast \$10.00
 - ii. Lunch \$15.00
 - iii. Supper \$25.00
- g. Accommodation expenses will be paid at actual cost, or an allowance of \$35.00/day without receipt will be permitted
- h. Miscellaneous expenses
 - i. Taxi Fares – A non-receipted allowance of \$6.00 per required trip is allowed without receipt. Costs over the allowance require a receipt.
 - ii. Parking Fees – A non-receipted allowance of \$6.00 per day is allowed if parking fees are required over and above other costs. Costs over the allowance require a receipt.
 - iii. Out of Country – Allowances necessitated by out of country travel will be established as approved by Council for items such as exchange rate losses.
 - iv. Car Rental – At cost.
 - v. Mobile communication device pre-purchased data/roaming coverage – Costs over the allowance require proof of purchase.
 - vi. Alcohol is not an eligible expense for reimbursement except for reasonable entertainment/ hosting costs, e.g. meals/beverages for guest(s)

4. Members of Town Council shall be entitled to claim meeting fees and reimbursement for travel and reasonable expenses for attendance at:
 - a. meetings of Council;
 - b. Committee meetings;
 - c. functions approved in advance by the consensus of Council, such as:
 - i. attendance resulting from appointment to external committees or organizations;
 - ii. attendance at municipal related functions where Town representation is expected;
 - iii. attendance at workshops, conferences and other Councillor Development events; and
 - d. functions or meetings attended by the Mayor or his/her designate as necessitated by Town business.

Travel & Subsistence /Conferences and Councillor Development

5. There exists a continuing requirement for Councillors to attend conferences and conventions as part of their Council responsibilities.
6. A separate coding reference number, titled Council Development Expense, is established to provide the necessary funding for Councillors to attend events such as:
 - a. the Federation of Canadian Municipalities (FCM) Annual Convention, and
 - b. the Alberta Urban Municipalities Association (AUMA) Annual Convention, and
 - c. other conferences, conventions and seminars relevant to Council Development, duties or business.
7. Separate coding reference numbers shall be established at seven thousand five hundred (\$7,500.00) dollars annually for each Councillor and ten thousand (\$10,000.00) dollars for the Mayor. Meeting fees (as set out in section 2) and costs associated with any conference, convention or seminar (including but not limited to registration fees, airfare, hotel accommodations, meals and per diems) shall be paid from the separate coding reference number of each Councillor or the Mayor.

8. For the first three (3) full years of a Council term, the separate coding reference numbers indicated in clause 7 above shall be in effect for the calendar year (January 1st to December 31st). During an election year, separate coding reference numbers shall be divided at seventy-five (75%) per cent for the period of January 1st to September 30th, with the balance of twenty-five (25%) per cent for the period of October 1st to December 31st being transferred to the newly elected Councillors and Mayor.
9. All travel is subject to prior discussion with Council, or in the alternative, with the Mayor if timing does not permit discussion with Council.
10. Councillors are not limited in the number of conferences or other activities they may attend within a calendar year, however the total costs of travel and attendance claimed may not exceed the total monies provided in the annual Council budget. In cases where a Deputy Mayor or other member of Council is designated by the Mayor to attend a conference or other activity in place of the Mayor, all costs associated with that attendance shall be borne by the Mayor's annual budget.
11. Costs incurred when traveling to conferences, conventions and other training sessions (including transportation, meals, hotels, communication and other costs), will be reimbursed at the actual rate of the expense or in accordance with the Town Policy. Reasonable entertainment and hosting costs (eg. meals/beverages for guests) will be acceptable. All hosting activities must be explained (including purpose and benefit to the Town) in the subsequent report, as required under section 12 below.
12. Councillors using their personal automobile for out of town business or conference attendance shall be compensated in accordance with the Town Policy. Compensation for the use of personal automobiles (including mileage and parking) shall not be deducted from the Councillor's separate coding reference number.
13. Council's monthly vehicle allowance will cover all travel within the municipality.
14. Members of Council will not be reimbursed for attending a political party function or fundraiser, nor will any cost for such an event be paid by the Town.
15. Members of Council will not be reimbursed for attending social events or galas where Council representation is not explicitly requested by the Mayor or his/her designate. A social event or gala is claimable if it is attended as an extension of the Councillor's duty to a standing Committee to which the Councillor is appointed.
16. Councillors shall be required to submit a written report to the Mayor and Council, in the form of the Council Report document attached hereto as Schedule "A", within four (4) weeks of their return from any conference, convention or seminar.
17. In the event of unforeseen circumstances for which an unavoidable expense may be incurred by a Councillor for travel or accommodation, those expenses may be reimbursed by the Town in accordance with this Policy.

18. All air travel and hotel arrangements made pursuant to this Policy shall be arranged by Town staff.
19. In the event of a cancellation of attendance at a conference, convention or other training session by the Mayor or a Councillor, cost allocation shall be as follows:
 - a. if a replacement attendee is arranged, the costs are coded to the replacement Councillor;
 - b. if there is no replacement attendee, any cancellation fees shall be coded to the coding reference number of the Councillor who made the initial arrangements.

Council may amend these requirements for compassionate purposes, depending upon a review of the circumstances of the cancellation.

Spouses/Partners

20. If a spouse/partner accompanies a member of Council to an out of town conference/convention, all expenses of the spouse/partner for travel and registration are considered a personal expense.
21. When a member of Council is invited to a social or fund-raising function in an official capacity within the Town of Drayton Valley or Brazeau County, and a spouse/partner is invited to accompany the member of Council, the ticket for the spouse/partner may be paid from the Council budget.

Expense Tracking

22. In order that Council may track expenditures, Councillor expenses shall be subject to approval by the Mayor, and/or Deputy Mayor, in the Mayor's absence. Mayor's expenses shall be approved by the Deputy Mayor, or Council, in the Deputy Mayor's absence. Any changes to submitted expense claims shall be communicated by the Mayor, or the Deputy Mayor, to the affected Councillor.

Administration of Claims

23. It is the responsibility of the Council and Committee Chairs to, within reason, coordinate and organize meetings that will maintain the honoraria claims at the lowest amount possible.
24. Claims will normally be processed on a monthly basis. All claims must provide sufficient detail to identify the nature of each item claimed.
25. All printed claims by Council members for honoraria and expense reimbursement must be signed by the Council Member; reimbursement forms submitted electronically do not require signing. When approved expense claim forms are submitted to the Treasury Department, the Council Member shall be carbon-copied with the approval.

26. Board and Committee Members who have been appointed by Council to serve on a Town Committee or Board are eligible to claim honoraria and expense reimbursement for attendance only at regular or special meetings of the Town Committee or Board to which they have been appointed. All claims must be approved by the Mayor, or Deputy Mayor, in the Mayor's absence.

Definitions

27. Within this Policy the following definitions shall apply:
- a. *conference (noun)*; a structured gathering of people whose purpose is to examine, discuss and express opinion on matters of shared interest in relation to matters pertaining to municipal government;
 - c. *Councillor Development*; training programs, courses, or seminars whose content is primarily intended for the edification of elected municipal officials, and which is determined by Council to be of particular relevance and benefit to a Councillor in their role as a municipal Councillor;
 - d. *honorarium (noun)*; a payment given for professional services that are rendered nominally without charge; and
 - e. *meeting (noun)*; a gathering at which there is a quorum of Council or of a Committee of Council, or attendance with a committee, organization or other entity whose operations are external to those of the Town of Drayton Valley to which a Councillor is appointed by Council as a representative or primary point of contact. Meeting is further defined as a gathering pertaining to matters of Town business at which the presence of the Mayor or his/her designate is required.



Mayor

09/01/18

Date of Approval

SCHEDULE "A"

Conference Report



Council Member:

Conference/Workshop Attended:

Date of Conference:

Information Presented (all relevant sessions):

Session 1: [Title]

Session 2: [Title]

Session 3: [Title]

Session 4: [Title]

Correlation to Approved Town Plans/Policies and Council Vision

Ex. Social Development Plan (SDP), Community Sustainability Plan (CSP), Economic Development Strategy (EDS), Municipal Development Plan (MDP), Housing Index Study (HIS), Recreation & Culture Master Plan (RCP), etc.

- Session 1: [Plan Reference using the acronym]
- Session 2: [Plan Reference using the acronym]
- Session 3: [Plan Reference using the acronym]
- Session 4: [Plan Reference using the acronym]

Recommendation(s) for Council consideration:

- 1)
- 2)

Identify Partners and/or External Resources:

For Administrative Use Only:

Date Received:

Date Reviewed:

Item(s) for Administration policy or procedural consideration:

- 1)
- 2)

COUNCIL REQUEST FOR DECISION

SUBJECT:	Eagle Point – Blue Rapids Parks Council Letter of Support Request
MEETING DATE:	May 16, 2018
SUBMITTED BY:	Administration on behalf of Mayor Doerksen

PROPOSAL AND BACKGROUND:

The Eagle Point – Blue Rapids (EPBR) Parks Council has submitted a grant application to Alberta Environment and Parks for Core Operational Support of the Park in the amount of up to \$200,000. Parks Council has requested a Letter of Support from the Town of Drayton Valley to supplement their grant application. While the Letter of Support is not a mandatory requirement for the grant application that EPBR Parks Council submitted, the grantors strongly suggest that Letters of Support by local municipalities be provided if possible.

In the past, EPBR Parks Council has received Core Operational Support from Alberta Environment and Parks in the amount of \$50,000 per year for the last 3 years, with the commitment ending March 31, 2018. Senior Alberta Parks staff, who toured the EPBR Park, encouraged EPBR Parks Council to send a new application for future Core Operational Support.

As per the discussion during the April 18, 2018, Governance and Priorities Committee Meeting, requests for Letters of Support are to be brought forward to Council for a Resolution, unless time limitations conflict with the Council Meeting schedule. In such instances, the Mayor may make the determination of the advisability of signing a Letter of Support and share the information at the subsequent Meeting of Council. As this request is to supplement a grant application which has already been submitted it does not meet the time limitation requirement and the request is presented for Council's decision; a proposed draft Letter of Support (Attachment 1), as prepared by EPBR, is attached for review and consideration.

LINKAGE TO MUNICIPAL POLICIES, PLANS, OR ESTABLISHED PRIORITIES:

The EPBR Parks Council's efforts support a variety of goals and/or strategies identified within the Town's Community Sustainability Plan, specifically:

- providing opportunities for healthy lifestyles through education and physical activities;
- continuing working with community partners to ensure appropriate recreation facilities, services, and programs are available;

- educating the public on unique ecosystems present in our region; and
- working with provincial government regulatory bodies to ensure/establish balances between wildlife and domestic operations.

FOLLOW-UP ACTION (PUBLIC ENGAGEMENT, COMMUNICATIONS STRATEGY, AND IMPLEMENTATION):



Following Council's decision, EPBR Parks Council will be notified of the decision.

POTENTIAL MOTIONS:

1. That Council provide a Letter of Support for the grant application to Alberta Environment and Parks by Eagle Point – Blue Rapids Parks Council.
2. That Council decline the request for a Letter of Support for the grant application to Alberta Environment and Parks by Eagle Point – Blue Rapids Parks Council.
3. That Council direct Administration to obtain further information from Eagle Point – Blue Rapids Parks Council for consideration.

ATTACHMENTS:

Attachment 1: Draft Letter of Support

Report Prepared By:		Report Approved By:	
			
Name:	Sabine Larcher	Name:	Pam Livingston
Title:	Administrative Assistant	Title:	Acting Chief Administrative Officer

Report Routed to Council By:



Date

The Honourable Shannon Phillips
Minister of Environment and Parks
208 Legislature Building
10800 - 97 Avenue
Edmonton AB T5K 2B6
AEP.Minister@gov.ab.ca

Dear Minister Phillips:

The Town of Drayton Valley is pleased to support the grant application submitted by Eagle Point – Blue Rapids Parks Council (Parks Council) to Alberta Environment and Parks for Parks Council core park operational support.

As a founding member of the Parks Council, the Town of Drayton Valley continues to support the efforts of the Parks Council and its member organizations, most recently with a significant financial commitment to the Eagle Point (Rotary-Pembina Nordic) Outdoor Education and Events Centre. We recognize and applaud the Parks Council for creating a number of opportunities and partnerships, and for working closely with industry representatives, the Town and neighbouring municipalities, local recreational and non-profit groups, landowners and the Government of Alberta. In doing this, the Parks Council contributes to an enhanced quality of life for local residents and all Albertans, contributes to regional economic development, and ensures sound land-use planning, management and environmental protection of Eagle Point Provincial Park and Blue Rapids Provincial Recreation Area. The Eagle Point – Blue Rapids Park System is an important recreational destination for our community and for Albertans, as well as a source of local pride for many of our residents.

In the past, the Parks Council and its staff have demonstrated that they are capable and qualified to handle the overall management and operations of the Parks system in collaboration with a variety of stakeholders and user groups. As Council, we are confident that the Parks Council will be able to continue the valuable work towards community building with the support gained from this grant.

If you have any questions, please feel free to contact me directly.

Sincerely,

Michael Doerksen
Mayor, Town of Drayton Valley

cc: Eric Denhoff, Deputy Minister, Alberta Environment and Parks
Eric.Denhoff@gov.ab.ca

COUNCIL REQUEST FOR DECISION

SUBJECT:	Proposed Mayor's Advisory Committee Bylaw 2018/04/B
MEETING DATE:	May 16, 2018
SUBMITTED BY:	Administration on behalf of Mayor Doerksen

PROPOSAL AND BACKGROUND:

Administration, upon consultation with Mayor Doerksen, has worked to amend and improve the Town's Bylaw which establishes the formation of the Mayor's Advisory Council.

In reviewing the existing Mayor's Advisory Council Bylaws, and amendments thereto, areas for improvement were noted and include:

- a. inclusion of reference to Section 146 of the *Municipal Government Act*, which allows the creation of a Committee which consists of elected officials and community members;
- b. amendment of the title from the Mayor's Advisory "Council" to the Mayor's Advisory "Committee", to eliminate confusion of the Committee with Town Council;
- c. modification of the reference to the "Ministerial Association" to be that of "faith-based groups", so as to provide more inclusivity;
- d. amendment of the definition of "youth" to be consistent with other Town Committees and their Terms of Reference or Bylaws;
- e. clarification of the Committee's purpose as being advisory to Council through the Mayor;
- f. inclusion of the duties of Committee members;
- g. clarification of the Committee composition;
- h. establishment of protocols should a conflict of interest arise for a member of the Committee, or should a Committee member resign, be removed or the Committee be dissolved; and
- i. inclusion of a limitation clause which protects members of the Committee.

A draft version of the Proposed Bylaw 2018/04/B was shared with the Mayor's Advisory Council during their February 22, 2018, meeting.

The proposed Mayor's Advisory Committee Bylaw 2018/04/B, as presented, represents a new Bylaw and would result in the repeal of the existing Mayor's Advisory Council Bylaw 2011/18/B and the subsequent Bylaws which were adopted to amend same. Administration recommends that the new Bylaw be adopted, as opposed to a further Amending Bylaw being adopted, for clarity of records management and ease of reference.

OPTIONS AND ALTERNATIVES, WITH ANALYSIS:

- A. Council may choose to give the proposed Mayor's Advisory Committee Bylaw 2018/04/B First Reading today. This will allow for further outreach to the existing members of the Committee to ensure they are aware of the changes.
- B. Council may choose to give the proposed Mayor's Advisory Committee Bylaw 2018/04/B First and Second Readings today. This will allow for further outreach to the existing members of the Committee to ensure they are aware of the changes.
- C. Council may choose to give the proposed Mayor's Advisory Committee Bylaw 2018/04/B all three Readings today. Should Council choose to give all three Readings to the proposed Bylaw at one Council Meeting, a Resolution for consideration of giving Third Reading must be included. This will allow for the changes come into effect immediately.

BUDGET / RESOURCE IMPLICATIONS:

The proposed Mayor's Advisory Bylaw 2018/04/B does not have impacts on the budget, as all changes which are being proposed are administrative or governance related.

LINKAGE TO MUNICIPAL POLICIES, PLANS, OR ESTABLISHED PRIORITIES:

The Mayor's Advisory Committee is a means of engagement between the Chief Elected Official and members of the community. As such, this Committee supports the strategy to "Increase opportunities for citizen participation in municipal decision making" as set out in the Community Sustainability Plan.

POTENTIAL MOTIONS:

- A. That Council give First Reading to Bylaw 2018/04/B, as presented.
- B. That Council give First Reading to Bylaw 2018/04/B, with amendments to _____.
- C. That Council give First Reading to Bylaw 2018/04/B, as presented.
That Council give Second Reading to Bylaw 2018/04/B, as presented.
- D. That Council give First Reading to Bylaw 2018/04/B, with amendments to _____.
That Council give Second Reading to Bylaw 2018/04/B, as amended.
- E. That Council give First Reading to Bylaw 2018/04/B, as presented.
That Council give Second Reading to Bylaw 2018/04/B, as presented.
That Council consider giving Third and Final Reading to Bylaw 2018/04/B, as



presented.

That Council give Third and Final Reading to Bylaw 2018/04/B, as presented.

- F. That Council give First Reading to Bylaw 2018/04/B, with amendments to _____.
- That Council give Second Reading to Bylaw 2018/04/B, as amended.
- That Council consider giving Third and Final Reading to Bylaw 2018/04/B, as amended.
- That Council give Third and Final Reading to Bylaw 2018/04/B, as amended.

ATTACHMENTS:

Attachment 1: Draft Mayor's Advisory Committee Bylaw 2018/04/B

Report Prepared By:		Report Reviewed By:	
			
Name:	Chandra Dyck	Name:	Pam Livingston
Title:	Legislative Services Coordinator	Title:	Acting Chief Administrative Officer

Report Routed to Council By:



BYLAW NO. 2018/04/B

Name of Bylaw: Mayor's Advisory Committee Bylaw

WHEREAS the *Municipal Government Act*, being Chapter M-26 of the Revised Statutes of Alberta 2000 and amendments thereto, authorizes the Council to pass, repeal or amend and Bylaw;

AND WHEREAS under the provisions of the *Municipal Government Act*, R.S.A. 2000, Section 145 and any amendments thereto, a Council may pass Bylaws in relation to (a) the establishment and functions of Council Committees and other bodies; (b) procedures to be followed by Council, Council Committees and other bodies established by the Council;

AND WHEREAS under the provisions of the *Municipal Government Act*, R.S.A. 2000, Section 146 and any amendments thereto, a Council Committee may consist (b) of a combination of Councillors and other persons;

AND WHEREAS Council deems it in the best interest of the municipality to form a Committee to advise Council on issues relating to the community;

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 "Mayor's Advisory Committee Bylaw" of the Town of Drayton Valley.

PURPOSE

2. The purpose of this Bylaw is to provide the establishment of a Mayor's Advisory Committee and set forth the duties and responsibilities of that Committee.

INTERPRETATION

3. In this Bylaw, including this section, unless the context otherwise requires:
 - 3.1 *Brazeau County* means the municipality incorporated within the Province of Alberta as the County of Brazeau;
 - 3.2 *Committee* means the Mayor's Advisory Committee;

- 3.3 *community* means the area contained within the boundaries of the Town of Drayton Valley and Brazeau County;
 - 3.4 *faith-based groups* mean members of faith based organizations in the community;
 - 3.5 *member(s)-at-large* means citizens of the Town of Drayton Valley or Brazeau County who are appointed by Town Council to serve on the Committee;
 - 3.6 *senior(s)* means an individual(s) the age of fifty-five (55) years and up.
 - 3.7 *Town* means the Town of Drayton Valley;
 - 3.8 *Town Council* means the municipal Council for the Town of Drayton Valley; and
 - 3.9 *youth* means an individual(s) between the ages of fourteen (14) and twenty-one (21) years.
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.

PURPOSE OF THE COMMITTEE

7. The purpose of the Mayor's Advisory Committee is to:
 - 7.1 provide feedback to the Mayor on local needs, areas of improvement and issues to be addressed by Council;
 - 7.2 enhance communication between the public, Mayor and Council toward common goals;
 - 7.3 provide Council, through the Mayor, ideas to promote the community, its continued stability, growth and overall quality of life; and
 - 7.4 make recommendations and provide feedback on matters brought forward to the Committee by the Mayor from time-to-time.

8. The duties of the Committee members are to:
 - 8.1 attend and participate in meetings;
 - 8.2 work co-operatively with other members in achieving the objectives of the Committee;
 - 8.3 contribute advice, ideas and suggestions relating to items on the Agenda; and
 - 8.4 show respect for their peers, Councillors, Town staff and others during the process.

COMPOSITION OF THE COMMITTEE

9. The Committee shall consist of representatives from the community, who shall be appointed by resolution of Council for a term of two (2) or three (3) years.
10. Committee representatives shall consist of up to eleven (11) members from the Town, County, faith-based groups, youth, seniors, as well as the Mayor and Deputy Mayor.
11. Committee members shall be selected on the basis of an active interest in the community.
12. All Committee member appointments are to be made/approved by Council for a term of two or three years, commencing November 1st, with the exception of the Deputy Mayor's position.
13. Appointments/re-appointments made by Town Council shall be based on information/advice of the Committee and other relevant sources.
14. All members of the Committee must live within the boundaries of the community.

COMMITTEE PROCEDURES

15. The Mayor shall preside at the meetings, with the Deputy Mayor presiding in the absence of the Mayor.
16. Meetings will be held four (4) times per year as set out by the Chair.
17. The Chair can schedule additional meetings as necessary.

18. A quorum for meetings shall consist of a majority of Committee members, with recommendations being made on a consensus basis.
19. The Secretary, as designated by the Chair, shall prepare an Agenda for upcoming meetings, containing items submitted by the Committee members or referred by Council, and shall be circulated in advance of the meeting.
20. Notes of all meetings shall be recorded by the Secretary and kept in the Town's records management system.
21. Meeting procedures shall be conducted in accordance with good meeting practices as established under Roberts Rules of Order.

CONFLICT OF INTEREST

22. No member shall participate in any discussion that may involve pecuniary interest as defined in the *Municipal Government Act*.
23. In the event of a member having a pecuniary interest, he or she must:
 - 23.1 disclose that he or she has a pecuniary conflict of interest and its general nature;
 - 23.2 leave the room until the matter has been dealt with;
 - 23.3 abstain from any discussion on the matter; and
 - 23.4 ensure the abstention is recorded in the Minutes.

RESIGNATIONS, REMOVALS AND DISSOLUTION

24. Any member of the Committee may resign at any time upon sending written notice to the Chair and Council to that effect.
25. Council may terminate a member's appointment to the Committee at any time, and particularly when the member:
 - 25.1 fails to attend three (3) consecutive meetings of the Committee, unless that absence is caused through illness or is authorized in advance by the Committee;
 - 25.2 ceases to be a resident of the community;
 - 25.3 is hired in a full-time, permanent capacity with the Town or the County;

- 25.4 is elected to a position on the Council of either the Town or the County;
 - 25.5 is convicted of a crime under the *Criminal Code of Canada*; or
 - 25.6 fails to keep confidential, or discloses, any information that jeopardizes a Town operation, public safety, or the confidentiality associated with the nature of Town operations including personnel, conduct, contracts, services or programs.
26. Dissolution of the Committee will be at Council's discretion.

LIMITATIONS

- 27. Neither the Committee, nor any of its members, shall have the power to pledge the credit of the Town in connection with any matters whatsoever, nor shall the Committee or any member thereof have any power to authorize any expenditure to be charged against the Town any of the parties without prior approval by the Town.
- 28. Member of the Committee shall not be held liable for any actions or claims or claims arising out of the exercise of the powers granted to the Committee pursuant to the Bylaw.

SEVERABILITY

- 29. 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 rescind Bylaw No. 2011/18/B, and any and all Bylaws amending same, of the Town of Drayton Valley and shall have force and come into effect from and after the date of third reading thereof.

Read a first time this _____ day of _____, 2018, A. D.

Read a second time this _____ day of _____, 2018, A. D.

Read a third and final time this _____ day of _____, 2018, A. D.

MAYOR

ACTING CHIEF ADMINISTRATIVE OFFICER

COUNCIL REQUEST FOR DECISION

SUBJECT:	Proposed Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2018/05/F
MEETING DATE:	May 16, 2018
SUBMITTED BY:	Pam Livingston, Acting CAO

PROPOSAL AND BACKGROUND:

Administration has been working with the Town's legal counsel over the course of several years to negotiate a Natural Gas Distribution System Franchise Agreement (Agreement) with Evergreen Gas Co-op Ltd. (the Co-op). The annexation of land in 2010/2011 required that the Town enter into such an Agreement, as the Co-op provided natural gas services to approximately eighty properties which were annexed into the Town.

The lawyer for the Town has advised as follows:

"Pursuant to Section 23 of the *Gas Distribution Act*, upon an annexation occurring if an existing franchise agreement with an urban gas utility does not designate that the urban gas utility can service the annexed area, the urban municipality may decide who will service the annexed area. Subsection (4) provides that if the urban municipality decides that the rural gas distributor may continue to service the annexed area (which was the decision of the Town pursuant to the Annexation Settlement Agreement with the County, but more specifically the resolutions #83/10 and #091/12 of the Town Council), the municipality must enter into a Municipal Franchise Agreement with the rural gas distributor.

As the Town's Council has acknowledged its decision and given directions in resolutions of Council in 2010, and 2012, and entered into the Settlement Agreement with the specific provisions that the Co-op would continue to service for 50 years, the decision was made in a binding manner and as a result the requirement of a Franchise Agreement applies regardless of perceived as relative benefit or burden at this time. ATCO Gas did acknowledge in prior correspondence to the Town that the decision was the Town Council's to make. However, we have not sought, nor do we require, agreement from ATCO Gas respecting the continued service by the Co-op."

This Agreement has been negotiated by Administration, through the Town's legal counsel, consistent with the following two Resolutions:

Resolution #83/10 of May 19, 2010:

“Councillor Ebbs moved that should the Town of Drayton Valley annex more than 25 per cent of its current area as a result of its current annexation request, then the Town will agree that Evergreen Gas Co-op may continue to be the service provider for any areas within the annexed area to which it is currently providing services.”

CARRIED UNANIMOUSLY

Resolution #091/12 on May 16, 2012:

“Councillor Nadeau further moved that Council direct Administration to negotiate a new Franchise Agreement with the Evergreen Gas Co-op for the areas served by the co-op prior to the annexation.”

CARRIED UNANIMOUSLY

Legal counsel has flagged the threshold issue of the period of time for which no franchise fee will be payable to the Town. The proposed Agreement provides for the initial 10-year term to be franchise fee free. This does not take into account the number of years since the annexation during which the Co-op has operated as if there was a franchise agreement and not paid any fee.

In order for this Agreement to proceed and become binding, the following process must be enacted:

1. Town Council gives First Reading to proposed Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2018/05/F;
2. The Co-op advertises to the local public the intent to enter into the Natural Gas Distribution System Franchise Agreement;
3. The Co-op applies to the Alberta Utility Commission for approval of the Agreement;
4. Following approval from the Commission, the Bylaw is presented to Council for Second and Third Readings;
5. The Town and the Co-op sign the Agreement.

OPTIONS AND ALTERNATIVES, WITH ANALYSIS:

- A. Council may give First Reading to the proposed Bylaw, which will initiate the public notification process and the application to Alberta Utilities Commission for approval of the Franchise Agreement, which will be undertaken by the Co-op.
- B. Council may require that Administration, through legal counsel negotiate one or more of the terms of the proposed Agreement with Evergreen Gas Co-op Ltd. The current Agreement, as presented, is consistent with the terms and conditions of the Franchise Agreement with ATCO Gas, exclusive of the ten-year 0% franchise fee. Postponement of First Reading would likely result in extending the starting period for the ten-year free franchise fee, which was a verbal commitment made by previous CAO.

BUDGET / RESOURCE IMPLICATIONS:

There are no budgetary implications with the approval of the Natural Gas Distribution System Franchise Agreement, as presented.

LINKAGE TO MUNICIPAL POLICIES, PLANS, OR ESTABLISHED PRIORITIES:

The completion of this Agreement is consistent with the decisions of Town Council in 2010, and 2012, and is required pursuant to a condition of the Settlement Agreement entered into at the time of annexation, which was made in a binding manner.

FOLLOW-UP ACTION (PUBLIC ENGAGEMENT, COMMUNICATIONS STRATEGY, AND IMPLEMENTATION):

Evergreen Gas Co-op Ltd. will undertake public notification through local newspaper advertising following First Reading of the Bylaw.

POTENTIAL MOTIONS:



- A. That Council give First Reading to Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2018/05/F, as presented.
- B. That Council direct Administration, through legal counsel, to negotiate _____ with Evergreen Gas Co-op's legal counsel prior to bringing the proposed Bylaw back to Council for consideration of First Reading.

MOTION REQUESTED:


That Council give First Reading to Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2018/05/F, as presented.

ATTACHMENTS:

Attachment 1: Proposed Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2018/05/F

Report Prepared By:		Report Reviewed By:	
			
Name:	Chandra Dyck	Name:	Pam Livingston
Title:	Legislative Services Coordinator	Title:	Acting Chief Administrative Officer

Report Routed to Council By:



BYLAW NO. 2018/05/F

Name of Bylaw: Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw

BEING A BYLAW OF THE TOWN OF DRAYTON VALLEY TO AUTHORIZE THE DESIGNATED SIGNING AUTHORITIES TO EXECUTE AN AGREEMENT WITH EVERGREEN GAS CO-OP LTD. (HEREINAFTER REFERRED TO AS THE "COMPANY"), TO ENTER INTO AN AGREEMENT WITH, AND TO CONFER A FRANCHISE ON THE COMPANY TO DELIVER NATURAL GAS TO CUSTOMERS WITHIN THE MUNICIPALITY.

WHEREAS the *Municipal Government Act*, RSA 2000, Chapter M-26, and amendments thereto, gives the municipality authority to enter into Agreements regarding the granting of rights to provide utility services for non-municipal public utilities;

AND WHEREAS the Town committed, at the time of annexation of lands from Brazeau County in 2010 and 2011, to allow that the franchise be granted to provide natural gas to customers within the areas annexed into the Town of Drayton Valley;

AND WHEREAS the Council of the Town of Drayton Valley and the Company have agreed to enter into an Natural Gas 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 areas annexed into 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 “Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw” of the Town of Drayton Valley.

PURPOSE

2. The Natural Gas Distribution System Franchise Agreement, a copy of which is attached hereto as Schedule “A” and forms part of this Bylaw, is hereby ratified, confirmed and approved, and the Mayor and the Chief Administrative Officer, or their respective designates, are hereby authorized to enter into the Natural Gas Distribution System Franchise Agreement for and on behalf of the Town of Drayton Valley, and the Chief Administrative Officer is hereby authorised 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 powers given to the Company by the *Water, Gas and Electric Companies Act*, RSA 2000, Chapter 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 Natural Gas Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given third reading and finally passed.

AND THAT this Bylaw shall come into force and have effect from and after the date of third reading thereof.

Read a first time this _____ day of _____, 20____, A. D.

Read a second time this _____ day of _____, 20____, A. D.

Read a third and final time this _____ day of _____, 20____, A. D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

DRAFT

SCHEDULE “A”

**Natural Gas Distribution System Franchise Agreement
Between the Town of Drayton Valley and Evergreen Gas Co-op Ltd.**

DRAFT

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

**TOWN OF DRAYTON VALLEY /
EVERGREEN GAS CO-OP LTD.**

DRAFT

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NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

THIS AGREEMENT made effective the ____ day of _____ 20____.

BETWEEN:

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

OF THE FIRST PART

- and -

EVERGREEN GAS CO-OP LTD., a member owned natural gas co-operative organized and existing under the laws of the Province of Alberta (the "**Co-op**")

OF THE SECOND PART

WHEREAS the Town, by Order in Council #476/2011 and 176/2012, annexed certain lands that are part of the franchise area approval granted to the Co-op by the Chief Officer pursuant to the *Gas Distribution Act* (Alberta);

WHEREAS the Town wishes to confer a franchise upon the Co-op for the Municipal Area and part of the consideration for the annexation and thus the terms herein will vary from the franchise the Town granted to ATCO Gas and Pipelines Ltd;

WHEREAS the Municipality desires to grant and the Co-op desires to obtain an exclusive franchise to provide Natural Gas Distribution Services within the Municipal 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:

DEFINITIONS

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

- (a) "**Act**" means the *Gas Distribution Act* (Alberta) as amended;
- (b) "**Base Cost**" means the amount set from time to time by the Co-op as the fixed monthly charge levied to Consumers;

- (c) "**Commission**" means the Alberta Utilities Commission as established under the *Alberta Utilities Commission Act* (Alberta), as amended;
- (d) "**Co-op**" means the party of the second part to this Agreement and includes its successors and permitted assigns;
- (e) "**Construct**" means and includes establish, construct, reconstruct, upgrade or extend any part of the existing Natural Gas Distribution System or proposed Natural Gas Distribution System;
- (f) "**Consumer**" means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities within the Municipal Area that is provided with Natural Gas Distribution Service by the Co-op;
- (g) "**Core Services**" means all those services set forth in Schedule "A";
- (h) "**Distribution Cost**" means the amount set from time to time by the Co-op on a per gigajoule basis as the transportation and distribution component of Natural Gas Distribution Service;
- (i) "**Extra Services**" means those services set forth in Schedule "B" that are requested by the Municipality on behalf of its citizens and provided by the Co-op in accordance with paragraph 7 of this Agreement;
- (j) "**Gas Rate**" means the cost of natural gas, Distribution Cost and Base Cost set by the board of directors of the Co-op from time to time;
- (k) "**Maintain**" means to maintain, keep in good repair or overhaul any part of the Natural Gas Distribution System;
- (l) "**Major Work**" means any work to Construct or Maintain the Natural Gas Distribution System that costs more than Twenty Five Thousand (\$25,000) Dollars;
- (m) "**MGA**" means *Municipal Government Act* RSA 2000 c. M-26, as amended from time to time;
- (n) "**Municipality**" means the party of the first part to this Agreement;
- (o) "**Municipal Area**" means that certain area within the municipal boundaries of the Municipality as set out in Schedule "C" hereto and shaded in light brown, as at the date of this Agreement;
- (p) "**Municipal Property**" means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Area;
- (q) "**Natural Gas**" means a combustible mixture of hydrocarbon gases;

- (r) "**Natural Gas Distribution Service**" means the delivery of natural gas in accordance with the Act;
- (s) "**Natural Gas Distribution System**" means any facilities located within the Municipal Area and owned by the Co-op to provide Natural Gas Distribution Service within the Municipal Area, and without limiting the generality of the foregoing, will include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering Natural Gas to the Consumer within the Municipal Area and includes any Natural Gas transmission lines owned by the Co-op within the Municipal Area;
- (t) "**Operate**" means to operate, interrupt or restore any part of the Natural Gas Distribution System in a safe and reliable manner;
- (u) "**Term**" means the term of this Agreement set out in paragraph 2; and
- (v) "**Work**" means any work to Construct or Maintain the Natural Gas 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 will 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, or provision will refer to the appropriate paragraph in this Agreement. The descriptive headings of this Agreement are inserted for convenience of reference only and do not constitute a part of and will not be utilized in interpreting this Agreement.

TERM

- (a) This Agreement will be for a term of 10 years, commencing on the first (1st) day of _____, 2017, or the first day after both the Commission has approved this agreement and Council of the Municipality has passed third reading of the adopting bylaw _____, whichever day comes later.
- (b) It is agreed that this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Co-op.
- (c) Unless otherwise agreed in writing between the parties, during the first year following the expiration of the Term, all the rights and obligations of the parties under this Agreement will continue to be in effect.

EXPIRY OF TERM

Upon expiration of the Term of this Agreement, as set forth above, subject always to the provisions of Section 47 of the MGA the parties may seek the approval of the Commission for the renewal or replacement of this Agreement and on such terms and conditions as the Municipality and the Co-op may agree (such approval being subject always to Section 45 of the MGA). Not less than 24 months prior to the expiration of the Term the parties shall meet to discuss the renewal or replacement as contemplated within Section 47 of the MGA. The Parties shall thereafter meet as often and as many times as is reasonably required in order to renew or replace this Agreement. Any proposed renewal or replacement shall require that the parties first prepare all documentation necessary to submit to the Commission as soon as reasonably possible following the determination of the Parties' respective intentions noted above, and subsequently obtain the approval of the Commission, all in accordance with Section 45 of the MGA.

GRANT OF FRANCHISE

- (a) Subject to the terms and conditions of the Agreement, the Municipality hereby grants to the Co-op the exclusive right within the Municipal Area to Construct, Operate, and Maintain the Natural Gas Distribution System together with the exclusive right to use portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to Construct, Operate and Maintain the Natural Gas Distribution System.

Subject to the terms hereof, the Municipality agrees that it will not, during the Term, grant to any other person, firm or corporation, the right to Construct, Operate and Maintain any gas distribution system nor the exclusive right to use the portions of the roads, rights-of-way and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to Construct, Operate and Maintain a gas distribution system, for the purpose of delivering Natural Gas in the Municipal Area for Consumers, so long as the Co-op delivers to the Municipality and the Consumers their requirements of Natural Gas.

- (b) The Co-op agrees to:
- (i) bear the full responsibility of an owner of a natural gas distribution system and to ensure all services provided pursuant to this Agreement are in accordance with the Act, insofar as applicable;
 - (ii) Construct, Operate and Maintain the Natural Gas Distribution System;
 - (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 Natural Gas Distribution System,

including the necessary removal, trimming of trees, shrubs or bushes or any parts thereof;

- (iv) use the Municipality's roads, rights-of-way and other Municipal Property granted hereunder solely for the purpose of providing Natural Gas Distribution Service and any other service contemplated by this Agreement; and
- (v) provide Natural Gas Distribution Service to any customer within the Municipal Area that agrees to execute a contract with the Co-op for such service (for clarity, the Co-op's current standard residential customer contract is attached as Schedule "D" to the Agreement), and pay the costs imposed in respect of that service, as further contemplated within paragraph 24 of this Agreement.

FRANCHISE FEE

(a) Franchise Fee

The Co-op and the Municipality agree that:

- i. no franchise fee shall be payable during the initial Term of 10 years;
- ii. from and after the expiration of the initial Term of 10 years, the franchise fee calculated in accordance with the provisions of this Agreement shall be payable by any new Consumers commencing services with the Co-op from and after the expiration of the initial Term of 10 years, and for clarity shall include:
 - (A) any Consumer seeking connection and service to a new development within the Franchise Area not previously serviced by the Co-op; and
 - (B) any new Consumer seeking the continuation of service at an existing service location serviced by the Co-op within the Franchise Area, upon the transfer or sale of the lands containing the existing service location to the new Consumer.

Notwithstanding the foregoing, in the event of an assignment of this Agreement to a third party assignee as contemplated within paragraph 18 of this Agreement, in consideration of the exclusive grant of franchise, the ability to use Municipal rights-of-way, and the mutual covenants herein, the third party assignee agrees to pay to the Municipality a franchise fee in respect of all Consumers.

(b) Calculation of Franchise Fee

The parties agree that s.360(4) of the MGA does not apply to the calculation of the franchise fee in this Agreement. For each calendar year the franchise fee will be calculated as a percentage of the Co-op's actual total revenue derived from the Natural Gas Distribution Service, including without limitation the Base Cost and Distribution Cost but excluding the cost of gas in that year within the Municipal Area.

For the first calendar year or portion thereof of the Term of this Agreement, where and if applicable the franchise fee percentage will be twenty-two (22.00) percent. The maximum annual franchise fee payable by any Consumer on any point of delivery within the Municipal Area will be Ten Thousand Dollars (\$10,000.00).

By no later than September 1 of each year, the Co-op will: (i) advise the Municipality in writing of the total revenues that were derived from the Natural Gas Distribution Service within the Municipal Area for the prior calendar year, and (ii) with the Municipality's assistance, provide in writing an estimate of total revenues to be derived from the Natural Gas Distribution Service within the Municipal Area for the next calendar year.

(c) Franchise Fee Cap

The franchise fee percentage will not at any time exceed thirty-five (35%) percent unless there has been prior Commission approval.

(d) Adjustment to the Franchise Fee

At the option of the Municipality and subject to Commission approval, the franchise fee percentage may be changed annually by providing written notice to the Co-op. The franchise fee percentage may not exceed the franchise fee cap specified in subparagraph 5c).

If the Municipality wishes to amend the franchise fee percentage, then the Municipality will, no later than November first (1st), advise the Co-op in writing of the franchise fee percentage to be charged for the following calendar year. Upon receipt of notice, the Co-op will work with the Municipality to ensure all regulatory requirements are satisfied on a timely basis and agrees to use best efforts to obtain approval from the Commission for implementation of the proposed franchise fee percentage as and from January first (1st) of the following calendar year.

If the Municipality provides written notice at any other time with respect to a franchise fee change, the Co-op will implement the new franchise fee percentage as soon as reasonably possible.

(e) Notice to Change Franchise Fee

Prior to implementing any change to the franchise fee, the Municipality will notify its intent to change the level of the franchise fee and the resulting effect that such change will have on an average residential customer's annual Natural Gas bill through publication of a notice once in the newspaper that has the widest circulation in the Municipal Area at least 45 days prior to implementing the revised franchise fee.

(f) Payment of Franchise Fee

Immediately upon the franchise fee becoming payable pursuant to subparagraph 5 (a)(ii), the Co-op will pay the franchise fee amount, billed to each Consumer, to the Municipality on a monthly basis within forty-five (45) days after billing for each Consumer.

(g) Reporting Considerations

The Co-op will provide to the Municipality along with payment of the franchise fee amount, the information containing total Base Cost and Distribution Cost billed, the franchise fee percentage applied, the derived franchise fee amount, used by the Co-op to verify the payment of the franchise fee amount.

CORE SERVICES

The Co-op 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".

PROVISION OF EXTRA SERVICES

Subject to an agreement being reached, the Co-op 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 Co-op is entitled to receive from the Municipality a reasonable amount for full compensation for the provision of those Extra Services in accordance with Schedule "B".

Any breach by the Co-op for failing to provide any Extra Services contained in this Agreement will not constitute a breach of a material provision of this Agreement for the purposes of paragraph 9.

MUNICIPAL TAXES

Amounts payable to the Municipality pursuant to this Agreement will be (without duplication) in addition to the municipal taxes and other levies or charges made by the Municipality against the Co-op, its land and buildings, linear property, machinery and equipment.

RIGHT TO TERMINATE ON DEFAULT

In the event either party breaches any material provision of this Agreement, the other party may, at its option, provide written notice to the party in breach to remedy such breach. If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the party in breach using best efforts on a commercially reasonable basis to remedy the breach, the party not in breach may give six (6) months notice in writing of the termination of this Agreement to the other party, and unless such breach is remedied to the satisfaction of the party not in breach acting reasonably this Agreement will terminate subject to prior Commission approval.

SALE OF NATURAL GAS 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, (i) exercise its right to require the Co-op to sell to it the Natural Gas Distribution System pursuant to the provisions of the MGA, as may be amended, where applicable, or (ii) if such right to require the Co-op to sell the Natural Gas Distribution System is either not applicable or has been repealed, require the Co-op to sell to it the Natural Gas Distribution System. If, upon the expiration of the Agreement, the parties are unable to agree on the price or on any other terms and conditions of the purchase, the unresolved matters will be referred to the Commission for determination.

PROVISION OF DETAILED PLANS AND EQUIPMENT

(a) Detailed Plans

The Co-op agrees to provide to the Municipality for the Municipality's purposes only, the most current set of detailed plan sheets including as-built drawings and specifications showing the locations (excluding depth) and alignments of the Natural Gas Distribution System, excepting service lines and installations on private property, according to the plan sheets in hard copy and in the Co-op's electronic form, together with as many prints of the overall Natural Gas Distribution System as the Municipality may reasonably require. These plans and plan sheets will be updated by the Co-op on at least an annual basis.

The Municipality will upon reasonable request, provide to the Co-op any subdivision development plans of the Municipality in hard copy and in the Municipality's electronic form where available. The subdivision development plans are provided to the Co-op for the sole purpose of assisting the Co-op in delivering Natural Gas to the Consumer.

(b) Provision of Equipment

The Co-op agrees to provide the Municipality's fire department with the equipment necessary for the operation of curb boxes and service valves so that in case of fire, the service valves may be turned off by the fire department if they reach a fire before the Co-op's representative. The Municipality will notify one of the Co-op's representatives of fires which may affect the Natural Gas Distribution System and/or the operations as quickly as reasonably possible, or, in the event that they cannot reach a Co-op representative, the Municipality will advise the Co-op's standby personnel of such fires. The Co-op will ensure that its representatives reasonably cooperate with the Municipality in preventing, controlling and investigating fires involving or affecting the Natural Gas Distribution System.

RIGHT OF FIRST REFUSAL TO PURCHASE

- (a) If during the Term of this Agreement, the Co-op receives a *bona fide* arm's length offer to operate, take control of the entire Natural Gas Distribution System or purchase the Natural Gas Distribution System within the Municipal Area, which the Co-op is willing to accept, then the Co-op will promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality will during the next one hundred and twenty (120) days, have the right of first refusal to operate, take control of or purchase that part of the Natural Gas Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer. Notwithstanding the foregoing, in the event that the Municipality fails or refuses to exercise its right of first refusal, the Municipality will retain the right to withhold its consent to an assignment of this Agreement in accordance with paragraph 18 below. For the purposes of this paragraph 12, "operate, take control" will not be construed as including the subcontracting by the Co-op of only some portions of its operations where the Co-op continues to be responsible for the performance of this entire Agreement;
- (b) If the Municipality does not exercise its right of first refusal and the said *bona fide* offer that the Co-op is willing to accept does not proceed to closure, the Municipality retains its right of first refusal on any other offer.
- (c) This right of first refusal only applies where the offer pertains to the entire Natural Gas Distribution System and the right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Co-op located outside of the Municipal Area. If such offer includes other distribution systems of the Co-op, the aforesaid right of first refusal will be of no force and effect and will not apply.
- (d) Where the Municipality exercises its rights to purchase the Gas Distribution System from the Co-op pursuant to paragraph 10 of this Agreement, and specifically excluding purchase under paragraph 12(a) to (c), inclusive, of this Agreement, and thereby acquires the Gas Distribution System, the Municipality agrees that should it no longer wish to own the Gas Distribution System within five (5) years after it acquires the said

system and the Municipality receives any *bona fide* offer from an arm's length third party to purchase the Gas Distribution System, which it is willing to accept, then it shall promptly give notice to the Co-op of the terms and conditions of such offer. The Co-op shall during the next one hundred and twenty (120) days have the first right of refusal to purchase the Gas Distribution System for the same price and upon the same terms and conditions as contained in the said offer, providing the offer is equal to or greater than the terms of the original purchase by the Municipality from the Co-op (taking into account the depreciation of the Gas Distribution System at the time of the offer).

CONSTRUCTION/MAINTENANCE OF GAS DISTRIBUTION SYSTEM

(a) Municipal Approval

Before undertaking any Major Work, or in any case in which the Municipality specifically requests the same, the Co-op will submit to and obtain the approval from the Municipality, or its authorized officers, of the plans, and the specifications for the proposed Major Work and its location. Approval by the Municipality granted in accordance with this paragraph will be limited to an approval of the location and alignment of the Major Work only, and will not signify approval of the structural design or the ability of the work to perform the function for which it was intended.

Prior to commencing any Work, the Co-op will obtain such applicable permits as are required by the Municipality.

The Co-op will obtain prior written approval from the Municipality of any traffic lane or sidewalk closures required to be made at least forty-eight (48) hours prior to the commencement of the proposed Major Work.

(b) Restoration of Municipal Property

The Co-op agrees that when it or any agent employed by it undertakes any Work on any Municipal Property the Co-op will 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 Co-op will 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 Co-op will, where reasonably practicable, locate its pipelines and related equipment in lanes and alleys rather than in the streets and main thoroughfares.

The Co-op 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 Co-op will cooperate with the Municipality and coordinate the installation of the Natural Gas Distribution System along the designated

rights-of-way pursuant to the direction of the Municipality. During the performance of the

Work, the Co-op will use commercially reasonable efforts to not interfere with existing Municipal Property and to cause as little damage as possible to the property of others (including the Municipality Property). If the Co-op causes damage to any existing Municipal Property during the performance of any Work, it will cause such damage to be repaired at its own cost.

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

(c) Urgent Repairs and Notification to Municipality

If any repairs or maintenance required to be made to the Natural Gas Distribution System are of an urgent nature where the operation or reliability of the Natural Gas Distribution System is materially compromised or potentially materially compromised, the Co-op will 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 Co-op will provide written or verbal notice to the Municipality as soon as practicable and in any event no later than 72 hours after the repairs are commenced.

(d) Co-op to Obtain Approvals from Other Utilities

The Co-op will be solely responsible for locating, or causing to be located, all existing utilities or utility mains, pipes, valves and related facilities in, on or adjacent to the Work site. The Co-op will notify all other utility operators and ensure that utilities and utility mains, pipes, valves and related facilities are staked prior to commencement of construction. Unless the Municipality has staked the location for the utility property, staking will not be deemed to be a representation or warranty by the Municipality that the utility or utility property are located as staked. The Municipality will not be responsible for any damage caused by the Co-op to any utility or any third party as a result of the Co-op's Work, unless the Municipality has improperly staked the utility property. Approval must be obtained by the Co-op 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 Work, the Co-op will provide the Municipality with the revised Plans and Specifications, updated after construction, in Electronic Format (or upon request, the Co-op will provide the Municipality with a hard copy of the materials) within three (3) months of the request. The Co-op will 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 Co-op may satisfy its obligations to provide revised Plans and Specifications in Electronic Format by:

- (vi) advising the Municipality the revised plans and Specifications are posted to a web-based forum that contains such information; and
- (vii) allowing the Municipality access to such web-based forum.

(f) **Approvals**

Where any approvals are required to be obtained from either party under this paragraph, such approvals will not be unreasonably withheld.

The Co-op will ensure that all Work is performed in accordance with the requirements of all applicable legislation, rules and regulations. The Co-op will immediately notify the Municipality of any lien, claim of lien or other action of which it has or reasonably should have knowledge, and will cause the same to be removed within 30 days (or such additional time as the Municipality may allow in writing), failing which the Municipality may take such action as it reasonably deems necessary to remove the same and the entire cost thereof will be immediately due and payable by the Co-op to the Municipality.

RESPONSIBILITIES FOR COST OF RELOCATION

Upon receipt of one (1) years notice from the Municipality, the Co-op will, at its own expense, relocate to Municipal Property such part of the Natural Gas Distribution System that is located on Municipal Property as may be reasonably required by the Municipality due to planned Municipal construction. In order to encourage the orderly development of municipal facilities and the Natural Gas Distribution System, the Municipality and the Co-op agree that they will meet regularly to: a) review the long-term facility plans of the Municipality and the Co-op; and b) determine the time requirements and costs for final design specifications for each relocation. Providing the Municipality is not the developer requesting the relocation for commercial or residential resale to third parties, the Co-op will bear the expenses of the required relocation.

Notwithstanding the foregoing, the Co-op will not be required to move any part of the Natural Gas Distribution System after receipt of notice from the Municipality in accordance with this paragraph where:

- (a) the Co-op has illustrated to the satisfaction of the Municipality, acting reasonably, that an appropriate Alternative Course of Action is available;
- (b) the Municipality has provided the Co-op with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the Municipality); and

- (c) the Co-op has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure that the Municipality will be left with sufficient time to complete the said planned Municipal construction within the Intended Time Frame (taking into account any delays which the Municipality may encounter as a result of the Co-op utilizing the Alternative Course of Action).

For the purposes of this paragraph 14, the term "Alternative Course of Action" means any course of action that will enable the Municipality to complete the said Municipal construction and will result in a net cost savings to the Co-op (taking into account all additional costs incurred by the Co-op in carrying out the Alternative Course of Action and any additional costs which the Municipality may incur and which the Co-op will be required to pay in accordance with this paragraph 14 and "Intended Time Frame" means the period of time within which the Municipality would have reasonably been able to complete the said Municipal construction if the Co-op would have relocated the Natural Gas Distribution System in accordance with this paragraph 14.

If the Municipality agrees to permit the Co-op to utilize an Alternative Course of Action, the Co-op will pay any and all costs incurred in carrying out the Alternative Course of Action and will pay on demand to the Municipality (on a full indemnity basis) any and all costs incurred by the Municipality:

- (i) in conducting a review of the Alternative Course of Action to determine whether the Alternative Course of Action is acceptable to the Municipality;
- (ii) in modifying any plans the Municipality may have prepared in respect of the said municipal construction (which are referred to herein as "Modified Plans") or in preparing or developing plans and procedures ("Work Around Procedures") to work around the Natural Gas Distribution System or any improvement, thing, or component utilized by the Co-op in effecting the Alternative Course of Action; and
- (iii) in the course of conducting the said planned municipal construction where such costs would not have been incurred by the Municipality if the Co-op had relocated the Natural Gas Distribution System in accordance with this paragraph (including any additional cost the Municipality may incur in completing the said municipal construction in accordance with the Modified Plans or in effecting any Work Around Procedures).

The following example illustrates the intended application of the foregoing provisions:

- Where:
- (A) The Municipality requires the Co-op to move a Natural Gas line so that the Municipality can replace its own sewer lines. The cost of moving the Natural gas line is \$10,000. The cost of carrying out the replacement of the sewer line after moving the Natural Gas line is \$40,000;

- (B) The Co-op proposes to simply brace the Natural Gas line (at a cost of \$2,000) and the Municipality, acting reasonably, approves of this as an Alternative Course of Action;
- (C) As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the Municipality in replacing the sewer line is \$45,000 (being a net increase in cost of \$5,000);

the Co-op is required to pay the \$2,000 cost of the bracing together and the additional cost of \$5,000 incurred by the Municipality (resulting in a net savings of \$3,000 to the Co-op).

In cases of emergency, the Co-op will take all measures that are commercially reasonable and necessary to ensure public safety with respect to relocating any part of the Gas Distribution System that may be required in the circumstances.

If the Co-op fails to complete the relocation of the Natural Gas Distribution System or fails to repair or do anything else required by the Co-op pursuant to this paragraph without valid justification and in a timely and expeditious manner to the satisfaction of the Municipality's representative, acting reasonably, the Municipality may, but is not obligated to, complete such relocation or repair and the Co-op will pay the reasonable costs of such relocation or repair forthwith to the Municipality. If the Municipality chooses to complete such relocation or repair the Municipality will ensure that such work is completed using the Co-op's design specifications and standards, as provided by the Co-op, including the use of good and safe operating practices.

The Municipality is not responsible, either directly or indirectly, for any damage to the equipment which forms part of the Natural Gas Distribution System which may occur during its installation, maintenance or removal by the Co-op, nor is the Municipality liable to the Co-op for any losses, claims, charges, damages and expenses whatsoever suffered by the Co-op including claims for loss of revenue or loss of profits, on account of the actions of the Municipality, its agents or employees, working in, under, over, along, upon and across its highways and rights-of-ways or other Municipal Property other than direct loss or damage to the Co-op caused by the negligence or willful misconduct of the Municipality, its agents or employees.

In the event the relocation or any part thereof requires the approval of a third party, the Municipality will use reasonable efforts to assist the Co-op 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 will not be responsible for any of the costs of such relocation.

NATURAL GAS DISTRIBUTION SYSTEM EXPANSION

At no cost to the Municipality unless otherwise provided for under this Agreement, the Co-op will, on a timely basis use its best efforts on a commercially reasonable basis to meet the Natural Gas Distribution System expansion requests of the Municipality or a Consumer, and provide the requisite facilities for connections for new Consumers to the Natural Gas Distribution System within the Municipal Area. The Co-op's obligations to provide services and expansions shall at all times be subject to the terms, conditions and costs required under the Co-ops agreement with developers or new Consumers requesting or otherwise requiring service and/or expansion, as contemplated within paragraph 4(b)(v) and 24 of this Agreement. In the event that the number of Customers serviced by the Co-op within the Municipal Area reaches or exceeds 100, pursuant to Section 31 of the Act, the Co-op will comply with the provisions of the *Gas Utilities Act* (Alberta) including, without restriction, Part 4 of that Act respecting the obtaining of approvals of the Commission, including but not limited to rates and terms and conditions of service.

JOINT USE OF GAS DISTRIBUTION SYSTEM

(a) Municipal Use

The Municipality will upon notice to the Co-op have, for any reasonable municipal purpose, the right to make use of the Natural Gas Distribution System (excluding the transportation of gas) and any municipal rights-of-way granted to the Co-op, provided such use complies with good and safe natural gas operating practices, as determined by the Co-op acting reasonably, applicable legislation, and does not unreasonably interfere with the Co-op's use thereof, at no charge to the Municipality. The Municipality is responsible for its own costs and any necessary and reasonable costs incurred by the Co-op including the costs of any alterations that may be required in using Natural Gas Distribution System.

(b) Third Party Use and Notice

The Co-op agrees that should any third party including other utilities desire to jointly use the Natural Gas Distribution System or trenches or any parts of the Natural Gas Distribution System or municipal rights-of-way, the Co-op will not grant the third party joint use except in accordance with this paragraph, unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Co-op agrees that the following procedure will be used in granting permission to third parties desiring joint use of the Natural Gas Distribution System:

- (i) first, the third party will be directed to approach the Co-op to initially request conditional approval from the Co-op to use that part of the Natural Gas Distribution System it seeks to use;

- (ii) second, upon receiving written conditional approval from the Co-op, the third party will be directed to approach the Municipality to obtain its written approval to jointly use that part of the Natural Gas Distribution System on any Municipal Property or right-of-way. As a condition of granting its consent, the Municipality may require such third party enter into an agreement with the Municipality, and such agreement may require such third party pay compensation to the Municipality;
- (iii) third, upon receiving written conditional approval from the Municipality, the third party will be directed to obtain final written approval from the Co-op to jointly use that part of the Natural Gas Distribution System. Once a joint use agreement has been entered into between the Co-op and the third party, it will not be subsequently amended without the consent of the Municipality (which consent will not be unreasonably withheld).

(c) Cooperation

The Co-op and Municipality agree they will use reasonable efforts to cooperate with each other in encouraging the use of joint trenching and in any negotiations with third parties desiring joint use of any part of the Natural Gas 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, will be determined between the Municipality and the third party.

The compensation paid or to be paid by such third party to the Co-op for the joint use any portion of the Natural Gas Distribution System or municipal rights-of-way will be determined between the Co-op 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

The Co-op will provide to the Municipality within six (6) months of executing this Agreement a copy of all agreements between the Co-op and any third parties involved in the joint use of any part of the Natural Gas Distribution System.

Upon reasonable request by the Municipality, copies of these agreements will be updated by the Co-op and provided to the Municipality at no cost to the Municipality.

RECIPROCAL INDEMNIFICATION AND LIABILITY

(a) Co-op Indemnity

The Co-op 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), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed by or for the Co-op, 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 Co-op of any of the provisions of this Agreement; or
- (ii) the negligence or willful misconduct of the Co-op, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Area.

(b) Municipality Indemnity

The Municipality will indemnify and save the Co-op, 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 Co-op, 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 willful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of the Municipality.

(c) Limitation

Notwithstanding anything to the contrary herein contained, in no event will the Municipality or the Co-op be liable under this Agreement, in any way, for any reason, for any indirect, special or consequential damages (including damages for pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

ASSIGNMENT

In the event the Co-op agrees to sell the Natural Gas Distribution System to a third party purchaser, the Co-op will comply with paragraph 12 above. In addition, the Co-op 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 Co-op and the Municipality. The Co-op agrees it will provide to the Municipality a copy of the third party purchaser's confirmation letter.

The Co-op agrees to provide the Municipality with reasonable prior written notice of a sale of the Natural Gas Distribution System to a third party purchaser. The parties will thereafter meet to discuss the technical and financial capabilities of the third party purchaser to perform and satisfy all terms and conditions of the Agreement, and the compensation payable to the Municipality for all costs including administrative and legal costs relating to providing its consent to the Assignment. ("Municipal Compensation").

The Municipality has thirty (30) days from the meeting date with the Co-op to provide written notice to the Co-op of its intention to consent or withhold its consent to the assignment of the Agreement to the third party purchaser. The Co-op agrees the Municipality may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser if the Municipal Compensation is inadequate or if the third party purchaser fails to covenant, in favor of the Municipality, to perform and observe all of the covenants and obligations of the Co-op to be performed and observed under this Agreement and otherwise 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 the Agreement. In this case, such notice to the Co-op must specify in detail the Municipality's concern. Should the Municipality not reply within the thirty (30) days, it is agreed that the Municipality will be deemed to have consented to the assignment. The Co-op 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 will have the right to make its own submissions to the Commission.

Subject to the Co-op having fulfilled the obligations outlined in the preceding three paragraphs, the Co-op will be entitled to assign this Agreement to an arm's length third party purchaser of the Natural Gas Distribution System without the consent of the Municipality, subject to paying the Municipal Compensation for the assignment, the third party purchaser's confirmation in writing that it agrees to all the terms and conditions of this Agreement.

Where the third party provides written confirmation to assume all liabilities and obligations of the Co-op under this Agreement, then upon the assignment of this Agreement and the payment of the Municipal Compensation for its consent to the Assignment, the Co-op will be released from all its liabilities and obligations thereunder.

Further, it is a condition of any assignment that the third party purchaser, as the case may be, will provide written notice to the Municipality indicating that it will assume all liabilities and obligations of the Co-op under this Agreement.

Any disputes arising under the operation of this paragraph will be submitted to the Commission for determination.

NOTICES

All notices, demands, requests, consents, or approvals required or permitted to be given pursuant to the terms of this Agreement will be in writing and will 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 Co-op as the case may be, at the addresses set forth below:

- (i) Evergreen Gas Co-op Ltd.
Attention: Manager
Box 8800
Drayton Valley, Alberta T7A 1P9
Phone (780) 542-4808 Fax: (780) 542-7118
- (ii) Town of Drayton Valley
Attention: Dwight Dibbon, CAO
PO Box 6837
Drayton Valley, AB T7A 1A1
Phone (780) 542-5327 Fax: (780) 542-5753

The date of receipt of any such notice as given above, will be deemed to be as follows:

- (i) In the case of personal service, the date of service;
- (ii) In the case of registered mail, the seventh (7th) business day following the date of delivery to the Post Office, provided, however, that in the event of an interruption of normal mail service, receipt will be deemed to be the seventh (7th) day following the date on which normal service is restored;
- (iii) In the case of a fax, the date the fax was actually received by the recipient.

INTERRUPTIONS OR DISCONTINUANCE OF DELIVERY SERVICE

The Co-op will use its best efforts on a commercially reasonable basis to avoid and minimize any interruption, reduction or discontinuance of Natural Gas Distribution Service to any Consumer. However, the Co-op reserves the right to do so for any one of the following reasons:

- (i) Where the Co-op is required to effect necessary repairs or changes to the Natural Gas Distribution System;
- (ii) On account of or to prevent fraud or abuse of the Natural Gas Distribution System;

- (iii) On account of defective aspects of the Natural Gas Distribution Systems which in the opinion of the Co-op, acting reasonably, may become dangerous to life or property;
- (iv) Where required, under the contract with a Consumer, due to a Consumer's non-payment of gas bills or the Consumer ceasing to be a member of the Co-op.

To the extent the Co-op has any planned major interruptions, reductions or discontinuances in Natural Gas Distribution Service, it will notify the Municipality in writing as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Natural Gas Distribution Service, the Co-op will provide notice to the Municipality as soon as is practicable in the circumstances.

DISPUTE SETTLEMENT

To the extent permitted by law, the Co-op and Municipality agree that unresolved disputes pertaining to this Agreement, other than those related to the sale of the Natural Gas Distribution System as contemplated pursuant to the terms of this Agreement, are to be submitted to the Commission for determination, or any other matter that is within the exclusive jurisdiction of a governmental authority having jurisdiction, will 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 will attempt to appoint a mutually satisfactory arbitrator within 10 business days of the said notice.

In the event the parties cannot agree on a single arbitrator within the 10 business days, each party will appoint an arbitrator within the 10 business days thereafter by written notice, and the two arbitrators will together appoint a third arbitrator within 25 business days of written notice for arbitration. If either party fails to appoint an arbitrator within the time set forth above, the arbitrator appointed by the other party will proceed with the arbitration and the award of such arbitrator will be final and binding. In the two arbitrators appointed by the parties hereto fail to agree upon a third arbitrator within the 25 business day period from the date of delivery of the written notice for arbitration, either party may apply, on ten (10) days written notice to the other, to a Judge of the Court of Queen's Bench of Alberta for the appointment of the third arbitrator. The dispute will be heard by the arbitrator(s) within 45 business days of the written notice for arbitration unless extended by mutual agreement between the parties. The arbitrator(s) will render a decision within 20 business days of the last day of the arbitration hearing. Save as otherwise expressly provided in this Agreement, the provisions of the Arbitration Act (Alberta) (as amended from time to time) will 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 Co-op will continue to perform their respective obligations hereunder. The decision of the majority of the arbitrators will be final and binding.

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

APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

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

FORCE MAJEURE

If either party will fail to meet its obligations hereunder within the time prescribed, and such failure will be caused or materially contributed by an event of "force majeure", such failure will be deemed not to be a breach of the obligations of such party hereunder, but such party will use its best efforts to put itself in a position to carry out its obligations hereunder. The term "force majeure" will mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen's enemies, 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 the 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 will be deemed not to be an event of "force majeure".

CONSUMER CONTRACTS

Each Consumer must enter into a contract with the Co-op to obtain Natural Gas Distribution Service upon terms approved by the board of directors of the Co-op.

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 will not be deemed to be exclusive against Her Majesty in the right of the Province of Alberta.

SEVERABILITY

To the extent permitted by law, any provision of this Agreement which is prohibited or unenforceable, will be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining portions hereof.

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

TOWN OF DRAYTON VALLEY

PER: _____

PER: _____

EVERGREEN GAS CO-OP LTD.

PER: _____

PER: _____

DRAFT

I

SCHEDULE "A"
Core Services

The Co-op will provide to the Municipality the following basic services as Core Services:

1. The Co-op will deliver natural gas to the Consumers within the Municipal Area in accordance with the Act, any regulations thereto, and any Commission Orders, and any contract between the Co-op and the Consumer.
2. The Co-op will install all Natural Gas facilities required to provide Natural Gas Distribution Service to the Consumers within the Municipal Area and in accordance with the Act and any regulations thereto.
3. As required by legislation, the Co-op will provide and install all necessary regulators and meters necessary for measuring the Natural Gas supplied to each Consumer. The point of delivery will be upon the Consumer's premise, currently at the outlet side of the meter.
4. The Co-op agrees to collaborate with the Municipality's Fire Department and other emergency response services in an effort to mutually develop emergency response procedures relating to Natural Gas emergencies.
5. The Co-op agrees to use its best efforts on a commercially reasonable basis to work cooperatively with ATCO Gas and Pipelines Ltd. (or such other Natural Gas franchisee within the boundaries of the Municipality as established under an existing franchise agreement), with respect to co-ordinating Natural Gas services including, without restriction, cross-franchise boundary servicing of individual customers as may be agreed upon from time to time for the purposes of providing reliable, safe efficient and practical services.
6. The Co-op will do all things to Operate and Maintain the Natural Gas Distribution System, including in accordance with all applicable regulations, codes, applicable standards and common industry practices.
7. The Co-op will provide twenty-four hour a day "Trouble Service" to investigate any natural gas odor and make safe any suspected gas leak inside or outside the Consumer's premise.
8. The Co-op will cause the Natural Gas Distribution System to be designed to satisfy all applicable regulatory codes and standard to ensure that the Co-op's facilities will satisfy the Consumer's current and future natural gas delivery requirements.
9. The Co-op will provide to the Municipality, on request, copies of any and all Natural Gas Distribution Service related written information or reports required to be filed with the Commission (if any).
10. The Co-op will provide to the Municipality, upon request, an annual report on the following standards specific to the Municipality:

II

- (i) **System Reliability** - that will be measured by:
 - The number of major interruptions to Natural Gas Distribution Service resulting in a loss of service to Consumers;
 - The number of Consumers affected by each outage; and
 - The duration of each outage.

 - (ii) **Customer Satisfaction with local Natural Gas Distribution Service** - that will be measured by the number and nature of unresolved local non-rates related customer complaints received by the Co-op.
 - customer complaints received by the Commission.

 - (iii) **Public Safety** - that will be measured by:
 - the number of customer injuries and/or damages due to Natural Gas Distribution System failure;
 - the number of line hits per total locates completed;
 - the number of line hits as a result of inaccurate locates;
 - the percentage of the Municipality Area surveyed for leaks and yearly cathodic protection measures;
 - the number and nature of calls received from the Municipality and any of its Municipal agencies (including fire department, police department etc.) regarding the Natural Gas Distribution System.
11. The Co-op will meet at least annually with the Municipality ensuring that through a mutual exchange of information the Municipality is kept apprised of the Co-op's construction and upgrading programs planned for the Municipality. The Municipality will advise the Co-op of any issues relating to the Natural Gas Distribution System that have been addressed by Municipal council.

I

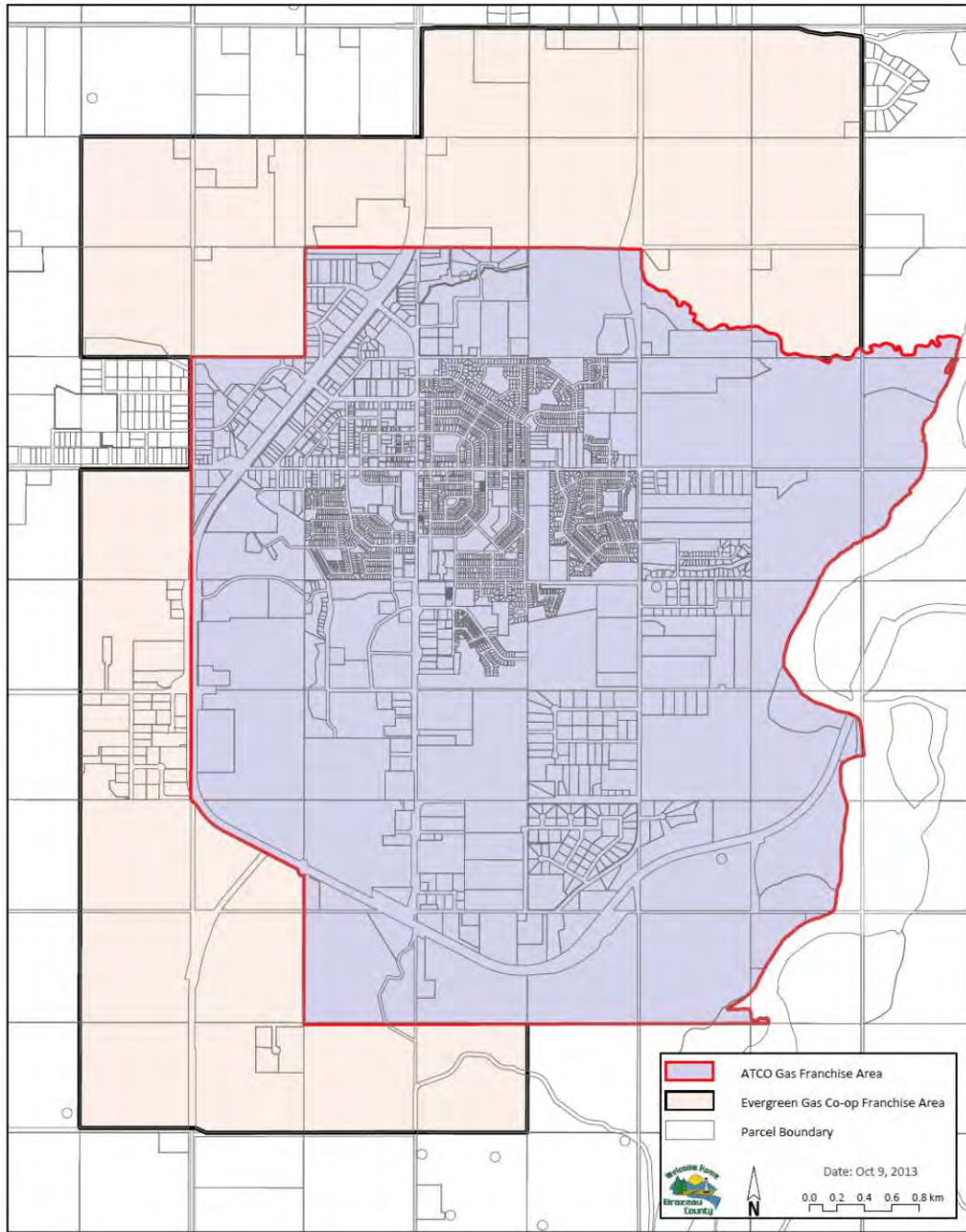
SCHEDULE "B"
Extra Services

1. After the Municipality requests Extra Services, the Co-op will provide its applicable operations and maintenance standards for Gas Distribution System field services.
2. If the Co-op and the Municipality agree that the Co-op 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. Extra Services shall mean:

[To be negotiated by municipality.]

4. In consideration for the provision of the Extra Services, the Municipality will pay to the Co-op the sum of _____ Dollars (\$ _____) which if forming part of this Agreement shall be collected as part of the Franchise Fee.
5. Within sixty (60) days of the end of each calendar year, the Co-op will 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 for the Extra Services have been met.
6. In the event the Co-op breaches any material provision of the Extra Services contract, the Municipality may, at its option, provide written notice to the Co-op to remedy such breach. If the said breach is not remedied within two (2) weeks after receipt of the written notice or such further time as may be reasonably required by the Co-op using its best efforts on a commercially reasonable basis to remedy the breach, the Municipality may give six (6) months notice in writing of the termination of the Extra Services contract to the Co-op, and unless such breach is remedied to the satisfaction of the Municipality acting reasonably, the Extra Services contract will terminate.

SCHEDULE "C"



This map is intended for advisory purposes only. It is based upon data sources deemed reliable but Brazeau County is not responsible for errors or omissions.

SCHEDULE "D"

CUSTOMER CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, A.D. 20____
 BETWEEN:

EVERGREEN GAS CO-OP LTD.,
 a member owned co-operative association, registered
 under the laws of the Province of Alberta
 (hereinafter called the "Co-op")

OF THE FIRST PART

NAME

- and -

POSTAL ADDRESS

WORK NO.

SERVICE LOCATION

PHONE NO.

LEGAL DESCRIPTION OF CONSUMER'S LAND

(hereinafter called the "Consumer")

OF THE SECOND PART

WHEREAS the Consumer desires a supply of natural gas for use at the Service Location;
 AND WHEREAS natural gas service is available to all farming, residential and other consumers within the scope of the Rural Gas Act (Alberta) who have met current membership requirements of the Co-op;
 AND WHEREAS this document is deemed to be an application only for service until it is fully executed under seal by the duty authorized officers of the Co-op;
 AND WHEREAS the Consumer agrees to become a member of the Co-op upon acceptance and approval by the Board of Directors of the Co-op of his application and upon the Board of Directors of the Co-op requesting that he do so;
 AND WHEREAS the Co-op at all times reserves the right to refuse any application for just cause.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, covenants and agreement herein contained the parties agree as follows:
1. DELIVERY AND SALE The Co-op shall sell and deliver to the Consumer, so far as is practical to do so and the Consumer shall purchase from the Co-op all of his requirements for natural gas at the Service Location PROVIDED THAT the Co-op shall only be obligated to supply natural gas up to one (1) gigajoule per hour. In the event that the Consumer requires a supply of natural gas in excess of the maximum load, the Co-op may require the Consumer to pay for the cost of the facilities to deliver such load.

2. CONSTRUCTION COST The Consumer upon making this application shall pay to the Co-op the sum of \$ _____ as a contribution to the cost of the Co-op's distribution system. The G.S.T. is not included in the construction cost. If the Consumer requests installation of the Service "after freeze up or during other abnormal climatic conditions", any extraordinary costs of installation incurred by the Co-op shall be borne by the Consumer. The Co-op, at its sole discretion, reserves the right to determine when normal construction conditions exist.

3. TITLE The title to the distribution system up to and including the meter and including the extensions to serve other members or consumers shall be vested in the Co-op notwithstanding the contribution to the cost hereof made by the Consumer. The Co-op shall have the right to make use of and/or continue the said line extension for the purpose of serving other members or consumers.

4. METER LOCATION The gas meter shall be placed on the Consumer's property at a point which the Co-op shall have the sole right to determine. The Consumer may designate his choice of location prior to construction and so notify the Co-op and the Co-op may comply with the Consumer's wishes if in the opinion of the Co-op the location is suitable and practical for technical and safety reasons.

Title to the natural gas supplied by the Co-op shall pass from the Co-op to the Consumer at the outlet of the gas meter.
5. RIGHT-OF-WAY The Consumer hereby grants to the Co-op as and when requested by the Co-op a utility right-of-way and easement, that the Co-op requires in order to construct and maintain its distribution system to serve the Consumer or any current or future Consumers of the Co-op, upon the terms and conditions of the Co-op's standard easement agreement across all lands in which the Consumer has or may acquire an interest (the Consumer's land), to the full extent of that interest. The Consumer further agrees to execute prior to construction of the distribution system all documents which the Co-op may require to be executed for the purpose of registering the Co-op's standard easement agreement.

The utility right-of-way and easement hereby granted shall remain in full force and effect for as long as the Co-op, its successors and assigns desire and so long as the Co-op, its successors and assigns continue to maintain and operate distribution lines across the Consumer's Land and will continue to operate notwithstanding the discontinuance of service by the Co-op, its successors and assigns, of the termination of this Agreement.

6. ACCESS The Co-op, its servants, agents and nominees, shall have the right of reasonable access to the Consumer's Land at all reasonable times for the purpose of reading meters, and for the purpose of inspecting any of the lines, equipment or appliances upon the Consumer's Land whether the same are the property of the Co-op or the Consumer, and for the purpose of repairing or maintaining the same, or of removing all or any part of the same which are the property of the Co-op.

7. MAINTENANCE The Co-op shall at its sole risk and expense construct pipelines, install meters, regulators and other facilities needed to deliver natural gas to the outlet of the meter. The Co-op shall perform all maintenance and make renewals or replacements as it sees fit to do so. The Co-op will not, however, be responsible for repairs, renewals, replacements or maintenance of the Consumer's piping or equipment beyond the outlet of the meter which is designated as the point of delivery.

8. DOWNSTREAM CONSTRUCTION The Consumer shall be liable for the costs of installations of all secondary piping beyond the outlet of the meter and within his own premises including the piping from the point of delivery to the buildings and shall assume all risk and responsibility with respect to such piping and his equipment and the protection of the same. The Consumer agrees that any such piping shall be done in conformity with all laws, statutes, by-laws, rules and regulations relating to gas fitting applicable in the Province of Alberta and in conformity with any rules and regulations made by the Directors of the Co-op. The Co-op shall have the right to inspect such piping but such inspection shall not relieve the Consumer of his responsibility in respect of such piping and installation, or in respect of any of his equipment or appliances.

9. WARNING & INDEMNITY The Co-op shall incur no liability by reason of failure to supply natural gas for any cause beyond the reasonable control of the Co-op, nor shall it be liable for loss, costs, or damage to persons or property arising or resulting from the supply or use of natural gas. The Consumer is hereby warned of the danger from contact with any part of the Co-op's lines or equipment, and he shall at all times exercise every reasonable precaution necessary to prevent any damage to said lines and equipment. In the event of any accident, injury or damage occurring by reason of tampering, full responsibility therefore as between the Co-op and the Consumer shall be upon the Consumer and the Consumer shall at all times indemnify and save harmless the Co-op from any and all claims for damages arising by reason of any such accident, injury or damages. The Consumer shall be responsible for all damages to lines and equipment on his property due to his and/or his agent's negligence.

10. RESALE The Consumer shall not resell natural gas delivered to him under the terms of this agreement.

NKD FOT REF # Y5281

11. DISCONTINUANCE OF SERVICE The Co-op shall have the right to discontinue or refuse to continue the supply of natural gas to the Consumer for any of the following reasons:

- (a) lack of supply of natural gas;
- (b) repairs or alterations to the Co-op's piping or equipment;
- (c) conditions which in the opinion of the Co-op are dangerous to life or property;
- (d) to prevent fraud, abuse to Co-op property or the resale to others of natural gas;
- (e) non-payment of any account when due;
- (f) the insolvency or bankruptcy of the Consumer;
- (g) the use not in conformity with the provisions of the Agreement by the Consumer of any natural gas;
- (h) the breach by the Consumer of any of the provisions of this Agreement.

The Co-op shall not be required to provide notice of discontinuance for the reasons set out in subclauses (a) to (c) inclusive but shall give forty-eight (48) hours notice of discontinuance for the reasons set out in subclauses (d) to (h) inclusive.

The discontinuance of the supply of natural gas for any of the reasons aforesaid shall in no way affect any other rights or remedies that the Co-op may have against the Consumer. The Co-op shall have the right to charge the Consumer a reconnection fee as set from time to time by the Board of Directors of the Co-op before the supply of natural gas is reconnected after discontinuance for any of the reasons set out in subclauses (c) to (h) inclusive. The Co-op in its discretion may refuse to reconnect any service where the same has been discontinued for any of the reasons set out in subclauses (c) to (h).

12. NOTICE The Co-op may serve any discontinuance notice, or other document required to be served hereunder by mailing the same by prepaid registered mail to the Consumer at the address herein provided or by delivering the same to the premises where natural gas is being supplied by the Co-op and/ or attaching the same to the door of the premises. In the event that clause 15 hereof applies, notice shall be given by mail to the Consumer and by delivery to the premises where natural gas is being supplied.

The Consumer may give notice to the Co-op by delivering the same to the Co-op's head office and leaving the same with the general manager or by mailing the same by prepaid registered mail to the Co-op at the address herein provided. The addresses of the parties hereto, to which communications and notices may be served and to which all payments shall be made are as follows:

EVERGREEN GAS CO-OP LTD. BIN# 10170 3502 RT 0001
 BOX 8800
 DRAYTON VALLEY, AB T7A 1P9

Any such notice or document shall be conclusively deemed to have been given and received if delivered, on the date of such delivery, or if mailed, ten (10) days after such mailing. Either party may change its address by notice in writing served upon the other party.

13. GAS RATES The Consumer shall pay to the Co-op for natural gas at a rate set by the Board of Directors of the Co-op from time to time. Payment by the Consumer for gas purchased during each calendar month shall be made to the Co-op or its agent on or before the 10th day of the month following the month in which the Consumer was invoiced for such purchases and accounts for natural gas and operating charges which are not paid when due shall bear interest at a rate as set by the Board of Directors of the Co-op from time to time. The Co-op hereby acknowledges receipt of a deposit in the sum of \$ _____ DOLLARS to be credited to any amount owing to the Co-op by the Consumer.

14. OPERATING CHARGE The Consumer shall pay to the Co-op a monthly operating charge as set by the Board of Directors of the Co-op from time to time. The operating charge shall be payable by the Consumer from the 1st day of the month following the date on which natural gas is made available to the Consumer at the Service Location whether or not the Consumer is burning natural gas and payable on the same date and in the same manner as gas rates.

In the event that the Consumer does not submit to the Co-op a reading of the gas meter as and when required by the Co-op, the Co-op may read the meter and charge the Consumer a fee for such meter reading as may be determined by the board of Directors of the Co-op from time to time.

15. RENTAL PROPERTY In the event that the Consumer has entered into or hereafter enters into an agreement whereby the Consumer's land to which natural gas is supplied is rented to a third party, the Consumer shall be liable to the Co-op from the time of notice by the Co-op to the Consumer of default in payment by the third party, for all rates, charges and other costs (including interest thereon) charged hereunder notwithstanding that the third party has entered into a customer contract with the Co-op and notwithstanding that the invoice for natural gas and the operating charge is addressed to such third party.

16. TERM This Agreement shall be for a term of 10 years from the date first above written and thereafter shall continue in force from year to year subject to termination at the end of any such year by either party giving to the other party at least thirty (30) days notice in writing of such termination.

17. TRANSFER This Agreement is not transferable or assignable by the Consumer.

18. VERBAL AGREEMENTS No promises, agreements or representations by an agent or employee of the Co-op shall be binding upon the Co-op unless the same is incorporated into this Agreement before it is signed and accepted by the Co-op.

19. AGENTS Notwithstanding anything herein contained the Co-op shall be entitled to assign all or any of its rights or obligations under this Agreement and may from time to time appoint, employ or engage a person, firm or corporation to do any act or thing which the Co-op is required or entitled to do hereunder, either in its own name or in the name of the Co-op. In such event, such person, firm or corporation shall have the rights to access to the Consumer's Lands set out in Clauses 5 and 6 herein.

20. DEFINITIONS IT IS UNDERSTOOD that subject to clause 17, herein this Agreement shall enure to the benefit of and be binding upon the Co-op its successors and assigns and the Consumer his executors and administrators, successors and assigns and that wherever the singular or masculine is used herein the same shall be construed as meaning the plural or feminine or a body corporate where the context so requires and that if the Consumer is two or more parties the agreements and covenants on their part shall be deemed to be joint and several.

21. ENCUMBRANCE The Consumer hereby charges and encumbers all his estate and interest in the Consumer's Land to the extent of any monies owing by the Consumer to the Co-op from time to time under the terms hereof together with any costs, including legal fees on a solicitor and client basis, incurred by the Co-op in the collection thereof; and acknowledges and agrees that the Co-op may, upon default of payment of any amount owing hereunder, register a Caveat against the title to the Consumer's Lands respecting such debt. The foregoing shall be an addition to, and not in derogation from or substitution for, any other rights or remedies to which the Co-op may be entitled.

22. REGULATIONS This Agreement is made subject to all rules and regulations passed by the Board of Directors of the Co-op from time to time and of any governmental body having jurisdiction and such rules and regulations form a part of this Agreement. Copies of the Rules and Regulations passed by the Board of Directors are available to the Consumer at the Co-op's head office during normal business hours.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the _____ day of _____, A.D. 20____
 EVERGREEN GAS CO-OP LTD.

(CORPORATE SEAL)

{ 2 Members of Board Signs }

PER: _____
 PER: _____

SIGNED, SEALED AND DELIVERED in the presence of:

(CONSUMER)

Witness

(CONSUMER)

COUNCIL REQUEST FOR DECISION

SUBJECT:	Proposed Electronic Advertising Bylaw 2018/07/A
MEETING DATE:	May 16, 2018
SUBMITTED BY:	Chandra Dyck, Legislative Services Coordinator

PROPOSAL AND BACKGROUND:

In consideration of the authorization now granted through the amendments to the *Municipal Government Act* (MGA), Section 606.1 the attached Electronic Advertising Bylaw 2018/07/A (Attachment 1) is presented for discussion.

The Town currently relies on *The Drayton Valley Western Review* and individually-addressed envelopes or bulk-mail to reach its population. In recent years, Administration has been increasing the Town's profile in the electronic format and uses the Town's website and various social media platforms to communicate to residents and businesses. Until the MGA was proclaimed in October 2017, the use of electronic advertising was not addressed, but was used to supplement the print notifications required under the MGA.

Amendments to the MGA allow each municipality to pass a Bylaw which would alter the means by which its residents are notified of municipal business which has traditionally been communicated through print. Should a municipal Council determine to alter its communications method to be electronic-based, a Bylaw must be passed to establish the practice. A Bylaw to allow notification through electronic advertising must meet the following requirements:

- Council must be satisfied that the method provided for in the Bylaw is likely to bring the matter to the attention of substantially all residents in the relevant area;
- a Public Hearing must be held on the Electronic Advertising Bylaw;
- the notice of the Electronic Advertising Bylaw must be advertised by newspaper or residential mail or delivery; and
- that the Bylaws passed under this section must be made available for public inspection.

Implementation of this Bylaw 2018/07/A would reduce the requirements to advertise in print media and via mail, and allow Administration to distribute information to the community through the Town's website and social media platforms.

Administration believes that the amended approach to public notification will meet the needs of the community, given the number of followers on the Town's social media platforms and the website visits.

The attached Electronic Advertising Bylaw 2018/07/A, which is based on a sample provided by Alberta Urban Municipalities Association (AUMA), would allow for an alternative method of notifying residents and businesses of upcoming Council activities - specifically those legislated to be advertised, such as Public Hearings, Bylaws, Resolutions, meetings and other things requiring advertising. Exclusions may include the referral areas specified in the Town's statutory plans, or as directed by Council on a case-by-case basis.

OPTIONS AND ALTERNATIVES, WITH ANALYSIS:

- A. Council may choose to give First Reading to the proposed Bylaw 2018/07/A to allow public notice to be provided through electronic means (website and social media) and posting at the Civic Centre. This would allow Administration to bring the proposed Public Hearing for the Bylaw forward via the traditional public notification method of newspaper advertising.
- B. That Council direct Administration to maintain the traditional notification methods and use of electronic advertising as a supplementary method of public notification.

BUDGET / RESOURCE IMPLICATIONS:

The implementation of electronic advertising and posting at the Civic Centre would potentially reduce the costs currently incurred in newspaper advertising and postage for large mail-outs.

RECOMMENDATION:

That Council give First Reading to proposed Electronic Advertising Bylaw 2018/07/A.

IMPLICATIONS OF RECOMMENDATION:

By giving First Reading to the proposed Bylaw 2018/07/A, the process for public notification will be undertaken by Administration. Community feedback and the holding of a Public Hearing, will allow Council to determine if the Bylaw should proceed or if the proposed methods of communication cause concern for the community.

FOLLOW-UP ACTION (PUBLIC ENGAGEMENT, COMMUNICATIONS STRATEGY, AND IMPLEMENTATION):

Following First Reading, Administration would advertise Bylaw 2018/07/A as per the current method of newspaper advertising, as required by the *Municipal Government Act*.

POTENTIAL MOTIONS:

- A. That Council give First Reading to Electronic Advertising Bylaw 2018/07/A, as presented.
- B. That Council give First Reading to Electronic Advertising Bylaw 2018/07/A, with amendments to _____.



C. That Council decline to give First Reading to Electronic Advertising Bylaw 2018/07/A, and direct Administration to maintain public notice as indicated within the *Municipal Government Act*.

MOTION REQUESTED:


That Council give First Reading to Electronic Advertising Bylaw 2018/07/A, as presented.

ATTACHMENTS:

Attachment 1: Proposed Electronic Advertising Bylaw 2018/07/A.

Report Prepared By:		Report Reviewed By:	
			
Name:	Chandra Dyck	Name:	Pam Livingston
Title:	Legislative Services Coordinator	Title:	Acting Chief Administrative Officer

Report Routed to Council By:



BYLAW NO. 2018/07/A

Name of Bylaw: Electronic Advertising Bylaw

WHEREAS, pursuant to section 606 of the *Municipal Government Act*, a Council must give notice of certain Bylaws, Resolutions, meetings, Public Hearings or other things by advertising in a newspaper or other publication circulating in the area, mailing or delivering a notice to every residence in the affected area or by another method provided for in a Bylaw under section 606.1;

AND WHEREAS, pursuant to section 606.1(1) of the *Municipal Government Act*, a Council may, by Bylaw, provide for one or more methods, which may include electronic means, for advertising proposed Bylaws, Resolutions, meetings, Public Hearings and other things referred to in section 606;

AND WHEREAS Council is satisfied that the advertising method set out in this Bylaw is likely to bring matters advertised by that method to the attention of substantially all residents in the area to which the Bylaw, Resolution or other thing relates or in which the meeting or hearing is to be held;

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 “Electronic Advertising Bylaw” of the Town of Drayton Valley.

PURPOSE

2. Any notice required to be advertised under section 606 of the *Municipal Government Act* of a Bylaw, Resolution, meeting, Public Hearing or other thing may be given, in accordance with the timelines prescribed in section 606:
 - a. electronically by posting the notice prominently on the Town of Drayton Valley official website;
 - b. electronically by posting the notice prominently on any of the Town of Drayton Valley official social media sites; and
 - c. by posting the notice prominently at the Civic Centre.

INTERPRETATION

3. Words used in the singular include the plural and vice-versa.

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

SEVERABILITY

6. 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 and have effect from and after the date of third reading thereof.

Read a first time this _____ day of _____, 2018, A. D.

Public Hearing held this _____ day of _____, 2018, A.D.

Read a second time this _____ day of _____, 2018, A. D.

Read a third and final time this _____ day of _____, 2018, A. D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

COUNCIL REQUEST FOR DECISION

SUBJECT:	Crosswalk Improvements: <ul style="list-style-type: none"> • 43 Street west of St. Anthony School • Beckett Road between 50 Avenue and 49 Avenue
MEETING DATE:	May 16, 2018
SUBMITTED BY:	Pam Balke, Bylaw Enforcement

PROPOSAL AND BACKGROUND:

43 Street west of St. Anthony School (Attachment 1)

Through its review of traffic and pedestrian safety, the Traffic Advisory Committee has identified the pedestrian crosswalk at 43 Street west of St. Anthony School which requires upgrading to meet current standards for crosswalk marking. The current lighted crosswalk located at 43 Street immediately west of St. Anthony School is outdated and difficult for motorists to see, and has been the subject of complaints from motorists and pedestrians.

It would be beneficial to vehicular and pedestrian traffic to replace the existing hanging light crosswalk with a newer high visibility solar powered lighted crosswalk system. The proposed system is consistent with the upgrades made at a number of other crosswalks in the community.

The current crosswalk lights cost the Town approximately \$100.00 per month to maintain, based on the monthly power charge from Fortis. The proposed new infrastructure will require no monthly fee.

This new solar power lighted crosswalk system would allow pedestrians to cross 43 Street in a safe manner and provide motorists better ability to see pedestrians crossing.

Beckett Road between 50 Avenue and 49 Avenue (Attachment 2)

Administration is proposing that the crosswalk at Beckett Road between 50 Avenue and 49 Avenue also be upgraded to increase the safety of pedestrians (primarily school-age children).

The crosswalk located on Beckett Road is mid-block between 50 Avenue and 49 Avenue and has caused some concerns for residents and motorists in the area as there are currently no crosswalk lights. Due to the location of the crosswalk in relation to driveways of residences, it is impossible to maintain adequate sight lines for the safety of those using the crosswalk. Moving the crosswalk location is not feasible as this crosswalk was placed in current location to accommodate students walking to and from St. Anthony School on the path that directly links to crosswalk.

Placing a solar power lighted crosswalk system at this location would enhance the visibility of those utilizing the crosswalk and for vehicles approaching the mid-block pedestrian route. Since this crosswalk is a direct access to St. Anthony school yard, the crosswalk is utilized by school-age children on their way to school in the morning and home in the afternoon.

There are funds available from the Automated Traffic Enforcement Fund which could be expended toward the purchase of the two proposed solar power lighted crosswalk systems. Administration is seeking Council's approval of these projects through that Fund.

OPTIONS AND ALTERNATIVES, WITH ANALYSIS:

- A. Authorize Administration to replace the existing overhead crosswalk system at 43 Street west of St. Anthony School with a new solar powered lighted crosswalk system; and add the solar powered lighted crosswalk system to the crosswalk on Beckett Road, between 50 Avenue and 49 Avenue – total cost: \$23,708.30.
- B. Authorize Administration to replace the existing overhead crosswalk system at 43 Street west of St. Anthony School with a new solar power lighted crosswalk system; total cost: \$12,104.15.
- C. Authorize Administration to add a solar power lighted crosswalk system at Beckett Road - total cost: \$11,604.15.
- D. Leave the crosswalk systems at 43 Street and Beckett Road as they are. The 43 Street crosswalk will continue to cost \$100 per month for operating, and safety concerns for both crosswalks will remain.

BUDGET / RESOURCE IMPLICATIONS:

It will cost approximately \$12,104.15 to replace the existing crosswalk system and remove the older outdated lights at 43 Street, plus \$11,604.15 for installation of a new crosswalk system at Beckett Road. The total cost of these proposed upgrades is \$23,708.30. These crosswalks are proposed to be funded through the Automated Traffic Enforcement Fund, thereby having no impact on the Town's Operating or Capital Budgets.

RECOMMENDATION:

That Council approve the allocation of Automated Traffic Enforcement Funds to replace the existing crosswalk system at 43 Street with new high visibility solar-powered crosswalk system and install a high visibility solar power lighted crosswalk at Beckett Road.

LINKAGE TO MUNICIPAL POLICIES, PLANS, OR ESTABLISHED PRIORITIES:

These crosswalk replacements or additions contribute to the safety of public, both motorists and pedestrians. This change to the crosswalk lights at 43 Street reflects the goals of the Community Sustainability Plan. By removing the current crosswalk light, which is hard-wired into the electrical system and replacing it with the solar power lighted system we are removing one more light from the power grid. Further, by placing the user-friendly, highly visible solar



power lighted crosswalk we are encouraging people to walk and feel safe when crossing a busy road.

POTENTIAL MOTIONS:


- A. That Council approve the crosswalk improvement project for the existing crosswalks located at 43 Street west of St. Anthony’s School and Beckett Road, between 50 Avenue and 49 Avenue, for a total cost of \$23,708.30, to be paid from the Automated Traffic Enforcement Fund.
- B. That Council authorize Administration to replace the existing overhead crosswalk system at 43 Street west of St. Anthony School with a new solar power lighted crosswalk system, for a total cost of \$12,104.15, to be paid from the Automated Traffic Enforcement Fund.
- C. That Council authorize Administration to add a solar power lighted crosswalk system at Beckett Road between 50 Avenue and 49 Avenue, for the total cost of \$11,604.15, to be paid from the Automated Traffic Enforcement Fund.
- D. That Council direct Administration to leave existing crosswalk systems in place, with a view to the upgrades being considered in the 2019 Budget.

ATTACHMENTS:

- Attachment 1: Map location of 43 Street Crosswalk
- Attachment 2: Map location of Beckett Road Crosswalk

Report Prepared By:		Report Reviewed By:	
			
Name:	Pam Balke	Name:	Pam Livingston
Title:	Bylaw Enforcement	Title:	Acting Chief Administrative Officer

Report Routed to Council By:





May 9, 2018

1:564



COUNCIL REQUEST FOR DECISION

SUBJECT:	Appointment of Prohibited Noxious & Noxious Weed Inspectors for 2018 Season
MEETING DATE:	May 16, 2018
SUBMITTED BY:	Pam Balke, Bylaw Enforcement

PROPOSAL AND BACKGROUND:

As per the Agreement made on April 25, 2016, between the two municipalities for provision of service, the Town of Drayton Valley has requested Brazeau County to provide weed control inspection services regarding prohibited noxious and noxious weeds within the Town. It is the desire of the parties of this Agreement that the level of weed control regarding prohibited noxious and noxious weeds within the Town and County is consistent, accurate, and equitable, while protecting the environmental conditions of all parcels.

In accordance with Section 7(1) and 9 of the *Alberta Weed Control Act*:

Municipal inspectors

7(1) A local authority shall appoint inspectors to enforce and monitor compliance with this *Act* within the municipality.

Municipal inspectors – joint authority

9 An inspector appointed by a municipality may, with the consent of the local authority of another municipality, enforce and monitor compliance with this *Act* within the other municipality.

On May 4, 2018, Brazeau County Council appointed Ms. Sage Eshleman as Weed Inspector, with her supervisor being Ms. Dawnia McCann, Manager of Agricultural Services, Brazeau County. In the past, the Town Council's appointment for a Weed Inspector mirrored the County's, however, for 2018 Town staff will be appointed in addition to the one County employee.

In response to service level requirements, Town staff have received training to assist with inspections regarding prohibited noxious and noxious weeds and enforce compliance. Accordingly, Council's formal appointment of Town staff members to act as Weed Inspectors is required.



BUDGET / RESOURCE IMPLICATIONS:

Contract with Brazeau County has agreed upon rates from April 25, 2016.

MOTION REQUESTED:

That Council appoint the following individuals as Weed Inspectors for the Town of Drayton Valley for the 2018 season:

- Sage Eshleman, Weed Inspector, Brazeau County
- Pam Balke, Bylaw Enforcement, Town of Drayton Valley
- Dale Holst, Acting Assistant Manager Public Works, Town of Drayton Valley
- Joan Elworthy, Public Works/Parks, Town of Drayton Valley

Report Prepared By:		Report Reviewed By:	
			
Name:	Pam Balke	Name:	Pam Livingston
Title:	Bylaw Enforcement	Title:	Acting Chief Administrative Officer

Report Routed to Council By:


COUNCIL REQUEST FOR DECISION



SUBJECT:	Proposed Disposition of Surplus Goods and Equipment Policy TF-01-18
MEETING DATE:	May 16, 2018
SUBMITTED BY:	Kevin McMillan, Senior Financial Officer
PROPOSAL AND BACKGROUND:	
<p>The Town of Drayton Valley does not currently have a policy to outline procedures for disposing of surplus goods and equipment owned by the Town.</p> <p>The proposed Disposition of Surplus Goods and Equipment Policy TF-01-18 (Attachment 1) is meant to establish the procedures as they pertain to reassignment or disposal of surplus equipment. Implementation of this Policy will allow for efficient and timely disposal of surplus items without excess administrative time being spent making case-by-case determinations.</p> <p>For items with values estimated to be over \$10,000, Council approval will be required before disposal may commence. For items of lesser value, Administration can approve these disposals within the parameters outlined in this Policy.</p>	
OPTIONS AND ALTERNATIVES, WITH ANALYSIS:	
<p>A. If approved, the proposed Disposition of Surplus Goods and Equipment Policy TF-01-18 will be enacted and procedures will be implemented.</p> <p>B. If not approved, the proposed Disposition of Surplus Goods and Equipment Policy TF-01-18 will go back to Administration for amendments as directed by Council.</p>	
BUDGET / RESOURCE IMPLICATIONS:	
No material financial impact. Some minor savings in staff time may be achieved. Neither revenues generated nor items disposed of should change.	
RECOMMENDATION:	
Administration recommends approval of the proposed Disposition of Surplus Goods and Equipment Policy TF-01-18.	


POTENTIAL MOTIONS:


- A. Council approve Disposition of Surplus Goods and Equipment Policy TF-01-18, as presented.
- B. Council direct Administration to make changes to proposed Disposition of Surplus Goods and Equipment Policy TF-01-18, and bring back to a future Council meeting.

ATTACHMENTS:

Attachment 1: Proposed Disposition of Surplus Goods and Equipment Policy TF-01-18

Report Prepared By:		Report Reviewed By:	
			
Name:	Kevin McMillan	Name:	Pam Livingston
Title:	Senior Financial Officer	Title:	Acting Chief Administrative Officer

Report Routed to Council By:


Subject:	Disposition of Surplus Goods and Equipment Policy	Policy No.:	TF-____-18	
Department:	Treasury and Finance			
Approval Date:		Review Date:		
Associated Policies:				

Disposition of Surplus Goods and Equipment Policy

General Policy

Each Department Head will submit to the Senior Finance Officer, from time to time and upon request, a written list of assets which are deemed surplus, have become obsolete, worn out, damaged or scrap. For the purposes of clarity, these assets are to include vehicles and equipment normally replaced on a scheduled basis and may be considered for trade-in or replacement. Land and real property are not contemplated under this Policy.

Procedure

1. All obsolete, damaged or surplus property will first be offered to other departments at its net value as determined by the Senior Finance Officer and Department Head. The disposition of assets which contain data shall be first cleared by the Manager of the IT Department.
2. All obsolete, damaged, surplus or scrap assets not required by any Town departments will be accumulated by the Town and will be disposed of by any of the following:
 - 2.1 a trade-in on vehicle/equipment being replaced;
 - 2.2 live public auction;
 - 2.3 sealed bid by advertised public bid (and sold to the highest bidder);
 - 2.4 donation to a registered charity; or
 - 2.5 upon approval of Senior Finance Officer and Department Head, removal to a Town garbage disposal unit or an approved site.

3. Net proceeds from the disposal of surplus assets shall be transferred through the operating or capital budget to the appropriate account as directed by the Senior Finance Officer.
4. In each case where it is estimated that the value of the surplus assets will be greater than ten thousand dollars (\$10,000.00), a report recommending the sale shall be submitted to Council for approval.
5. No surplus assets will be sold directly to a Town employee, although this does not prohibit any Town employee from purchasing Town surplus assets being sold through a public process.

Chief Administrative Officer

Approval Date

DRAFT

Information Items

10 Information Items

Pages 95-151

10.1. Childcare Operational Board Meeting Minutes: <ul style="list-style-type: none"> • November 23, 2017 • February 16, 2018 	96-103
10.2. Budget and Asset Management Committee Meeting Notes: <ul style="list-style-type: none"> • February 2, 2018 • May 1, 2018 • May 2, 2018 	104-109
10.3. Brazeau Foundation Minutes – March 13, 2018	110-113
10.4. Sustainability Committee Meeting Notes – March 13, 2018	114-115
10.5. Economic Development Committee Meeting Notes – March 28, 2018	116-117
10.6. Drayton Valley / Brazeau County Fire Services Report – Medical Response by Fire Services	118-120
10.7. Drayton Valley / Brazeau County Fire Services Stats <ul style="list-style-type: none"> • March 2018 • April 2018 	121-124
10.8. RCMP Stats – April 2018	125-131
10.9. STAR Catholic Schools Board Meeting Highlights – April 2018	132
10.10. Council Conference Reports: <ul style="list-style-type: none"> 10.10.1. Mayor Doerksen: <ul style="list-style-type: none"> • AUMA Annual Conference, November 21-23, 2017 • Governance Workshop, February 7-8, 2018 • Epcor Climate Change Conference, March 5, 2018 10.10.2. Councillor Dodds: <ul style="list-style-type: none"> • Governance Workshop, February 7, 2018 • RMRF Law Seminar, February 16, 2018 • Epcor Climate Change Conference, March 5, 2018 • Economic Developers of Alberta (EDA) Conference, March 21-23, 2018 10.10.3. Councillor Gammana: <ul style="list-style-type: none"> • AUMA Annual Conference, November 21-23, 2017 • Governance Workshop, February 7-8, 2018 	133-151

MOTION:

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

Town of Drayton Valley
Childcare Operational Board



Thursday, November 23, 2017
9:30 a.m. – Boardroom 1 – Civic Centre

Minutes

THOSE PRESENT:

Marilyn Buchan, Committee Chair
Darlene Ferris, Community Member (via-conference call)
Annette Driessen, Director of Community Services
Bernice Taylor, Program Manager
Samantha Strauss, FDH Coordinator
Cora Appleby, Administrative Assistant

1. Call to Order

The meeting was called to order at 9:39am by Chair Marilyn Buchan.

2. Agenda

2.1. Additions or Deletions

The following additions were made to the agenda:

- 4.6 Board Member Recruitment
- 5.3 Financial Statement

2.2. Approval of Agenda

MOTION BY Darlene Ferris to approve the November 23, 2017 agenda as amended.

CARRIED

3. Minutes from the September 28, 2017 Meeting

3.1. Approval

MOTION BY Darlene Ferris to approve the minutes of the September 28, 2017 meeting as presented.

CARRIED

4. Business Arising

4.1. Update Registration Status - ECDC and Day Home

Bernice Taylor reported there are currently 4 part-time spaces available, but with the increase in Drop-in care, the spaces have been utilized.

Samantha Strauss reported that there are currently 6 providers and 18 children enrolled.

4.2. Sponsorship

Bernice Taylor reported that the McConnell Foundation's granting requirement is for the application to come from an educational institution, so the Centre does not qualify.

Bernice reported the status on the following grant applications:

- Wal-Mart - Declined
- President Choice - Sponsor Kitchen - \$2,500 (made by 2 \$1,250 installments)
- Atco - No Response
- Pembina Pipeline approached Bernice to fill out an on-line survey and prepare another proposal to be presented in December for the 2018 granting year
- Meeting with 100 Women Who Care in December
- Anonymous Donor gave \$5,000, which was used to purchase new Ipads
 - Bernice Taylor reported on the positive outcomes of having the Ipads available in the classrooms
- Vermilion Energy - Proposal to be sent in December
- Working on a proposal to have a donate \$1.00 at the till at Sobeys for the month of December

~ ACTION ITEM ~ Bernice Taylor will prepare a thank you to be sent to the Anonymous Donor and give it to Annette Driessen to forward.

Bernice Taylor will look at applying to the DV Community Foundation in March.

4.3. Child Development Professional Awards of Excellence

Bernice Taylor reported that Kayla Nichols and Janelle Rodriguez were nominated as a team and will be receiving the Child Development Professional Award of Excellence for Engagement of Parents on December 4th.

~ ACTION ITEM ~ Bernice Taylor will check the FOIP agreement made with CTV in order to advertise the commercial at LandMark Studios.

MOTION BY Marilyn Buchan to give each award recipient a \$30 gift certificate and to purchase \$100 worth of appetizers for the whole team at the December staff meeting.

~ ACTION ITEM ~ Bernice Taylor will give a letter of thanks to the parent who sent in the nomination.

4.4. FDHA- Closure - Update

Samantha Strauss reported that the application for tender is now open to the public, and she is currently helping the providers prepare all of their documentation ready to help with a smooth transition for January 1st.

The Board discussed that if a provider requires back-up care, the new agency will be required to pay the normal daily drop-in fee that is currently being offered at the centre.

4.5. National Childs Day

Bernice Taylor reported that she took pictures of the parents and children at the Centre, and then visited different businesses within the community and took pictures with, a #righttobesafe sign. Community members were encouraged to wear the color blue on November 20th, in support of the initiative.

4.6. Board Member Recruitment

Marilyn Buchan reported that Sharon McClellan would like to become a Board Member, and will be applying.

~ ACTION ITEM ~ Cora Appleby will send the website link for the Committee Applications to Marilyn Buchan, in order to send the information to Sharon McClellan.

Bernice Taylor reported that PCN declined to submit an application and Sherri Frost Urchyshyn is currently an employee at the Centre and does not qualify.

5. Other Business

5.1. Policies

- ECDC - Missing Child Policy - Attached
Bernice Taylor presented the new Missing Child Policy.

The Board discussed the importance of talking with the RCMP before approving.

~ ACTION ITEM ~ Bernice Taylor will discuss the policy with the RCMP and ask for any input or changes, if needed.

5.2. General Correspondence

Nothing to report at this time.

5.3. Financial Statement

Annette Driessen presented the Financial Statement.


6. Next Meeting Date

The next meeting date will be on January 18, 2018 at 2:00pm.

7. Adjournment

MOTION BY Darlene Ferris to adjourn the meeting.

TIME: 10:42am



Signature
Committee Chair



Signature
Town of Drayton Valley



Minutes

THOSE PRESENT:

Darlene Ferris, Community Member
Sharon MacLellan, Community Member
Annette Driessen, Director of Community Services (via-conference call)
Bernice Taylor, Program Manager
Cora Appleby, Administrative Assistant

1. Call to Order

The meeting was called to order at 9:35am by Acting Chair Darlene Ferris.

2. Welcome and Introductions

The Board members welcomed Sharon MacLellan as the newest Board member.

3. Agenda

3.1. Additions or Deletions

The following addition was made to the agenda:

5.8 Staff Handbook - Take Five Program

3.2. Approval of Agenda

MOTION BY Sharon MacLellan to approve the February 16, 2018 agenda as amended.

CARRIED

4. Minutes from the November 23, 2017 Meeting

4.1. Approval

MOTION BY Darlene Ferris to approve the minutes of the November 23, 2017 meeting as presented.

CARRIED

5. Business Arising

5.1. Update Registration Status - ECDC

Bernice Taylor gave a brief history on registration status, waitlist, ratio, etc.

Bernice Taylor reported there are currently 2 full-time spaces available in the oldest and youngest age groups. There are some part-time spaces as well that are being used by the community regularly.

~ ACTION ITEM ~ Bernice Taylor will email the Brazeau County/Town of Drayton Valley stats to board members for information.

5.2. FDHA-Closure-Update

Bernice Taylor reported on the Family Day Home Agency transition to a private operation. The transition went very well. The backup childcare partnership is going very well and there has been no negative feedback from the parents regarding the change.

5.3. Sponsorship

Bernice Taylor reported on the presentation made to the "100 Women Who Care" organization.

Bernice Taylor reported the status on the following grant applications:

- Weyerhaeuser - \$2,000
- President Choice - Sponsor Kitchen - \$2,500 (made by two \$1,250 installments)
- Vermilion Energy - No Response
- Pembina Pipeline - Application has been tabled until March
- Cenovus - Online Application is due today

5.4. ELCC Grant Application

Bernice Taylor reported on the Early Learning Child Care (ELCC) Grant Application, and the parameters of the grant program.

Bernice Taylor reported that the Town can apply for the grant a second time for a second license for a Mighty Learners program.

Bernice Taylor explained staff wage ratios and hours of work per day.

Annette Driessen stressed the importance of continually communicating the ELCC program as a pilot project, as the proposed end date will subject the users to a higher fee schedule

5.5. Re-accreditation permissions

Bernice Taylor presented the re-accreditation permissions and gave a brief description of the re-accreditation process.

5.6. 2018-19 Fee Schedule

Annette Driessen presented the 2018-2019 Fee Schedule adopted by Council, and explained the proposed 3 year transition of fee increases and the monthly rebate of \$61/month for Town residents.

Bernice Taylor reported that a County resident made a presentation to Brazeau County Council regarding the concerns with the projected fee increases for County residents utilizing the Child Care Centre.

5.7. 2018 Budget

Annette Driessen presented the 2018 Budget.

5.8. Staff Handbook - Take Five Program

Bernice Taylor explained the intention of the Take Five Program, which is not clearly defined in the staff handbook.

MOTION BY Darlene Ferris to direct Administration to revise the Take- Five Programming policy to reflect its application to program staff.

CARRIED

6. Other Business

6.1. Policies

- ECDC - Missing Child Policy - Attached

Bernice Taylor reported that she is currently awaiting a response from the Staff Sergeant regarding the review of the Missing Child Policy.

~ ACTION ITEM ~ Darlene Ferris will contact the Community School Resource Officer and request the RCMP review the policy.

6.2. General Correspondence

Nothing to report at this time.

7. Next Meeting Date

The next meeting date will be on April 10, 2018 at 9:30am.

8. Adjournment

MOTION BY Acting Chair Darlene Ferris to adjourn the meeting.

TIME: 10:35am



Signature

Committee Chair



Signature
Town of Drayton Valley

Child Care Enrolment
2014 - 2018

2014	January	February	March	April	May	June	July	August	September	October	November	December
Town of Drayton Valley	41	44	47	45	46	48	47	48	46	46	44	43
Brazeau County	28	30	30	31	32	31	27	26	28	29	28	31
Enrolment Percentage County	41%	41%	39%	41%	41%	39%	36%	35%	38%	39%	39%	42%
# of children	69	74	77	76	78	79	74	74	74	75	72	74

2015	January	February	March	April	May	June	July	August	September	October	November	December
Town of Drayton Valley	43	43	40	42	43	43	45	37	39	44	44	43
Brazeau County	33	35	37	37	35	36	30	34	30	29	30	30
Enrolment Percentage County	43%	45%	48%	47%	45%	46%	40%	48%	43%	40%	41%	41%
# of children	76	78	77	79	78	79	75	71	69	73	74	73

2016	January	February	March	April	May	June	July	August	September	October	November	December
Town of Drayton Valley	40	40	41	39	41	45	41	44	45	46	45	47
Brazeau County	27	24	25	24	26	26	32	31	32	32	32	33
Enrolment Percentage County	40%	38%	38%	38%	39%	37%	44%	41%	32%	41%	42%	41%
# of children	67	64	66	63	67	71	73	75	77	78	77	80

Child Care Enrollment
2014 - 2018

2017	January	February	March	April	May	June	July	August	September	October	November	December
Town of Drayton Valley	49	55	54	53	57	56	52	48	38	38	39	39
Brazeau County	32	30	32	32	30	27	34	38	37	34	36	35
Enrollment Percentage County	40%	35%	37%	38%	34%	33%	40%	44%	49%	47%	48%	47%
# of children	81	85	86	85	87	83	86	75	77	72	75	74

2018	January	February	March	April	May	June	July	August	September	October	November	December
Town of Drayton Valley	43	43										
Brazeau County	35	34										
Enrollment Percentage County	45%	44%	#DNV/01	#DNV/01	#DNV/01	#DNV/01	#DNV/01	#DNV/01	#DNV/01	#DNV/01	#DNV/01	#DNV/01
# of children	78	77	0	0	0	0	0	75	77	0	0	0



Budget and Asset Management Committee Meeting
Friday, February 2, 2018, 9:00 a.m.-12:00 p.m.
Town of Drayton Valley Conference Room #2

Meeting Notes

Present: Deputy Mayor Fayrell Wheeler, Councillor Eric Butz, Councillor Amila Gammana, Mayor Michael Doerksen, Dwight Dibben, Pam Livingston, Annette Driessen, Sonya Wrigglesworth, Kevin McMillan, Leonard Rogers, Rita Bijeau

Absent: Councillor Corey Peebles

1.0 Call to Order

Councillor Butz called the meeting to order at 9:03 a.m.

2.0 Additions or Deletions to Agenda

No changes were made to the Agenda.

3.0 Adoption of Agenda

Councillor Butz adopted the agenda as presented.

4.0 Approval of Meeting Notes

4.1 December 8, 2017, Committee Meeting

The Notes from the December 8, 2017, Budget and Asset Management Committee were accepted as presented.

5.0 Discussion Items

5.1 Determine Nine Month Plan

The Committee will be focusing on finalizing the 2018 budget and starting an asset management plan for the next nine (9) months.

5.2 Ring Road Capital Project

The Committee reviewed the options for the realignment of ring road.

5.3 Asset Listing

The Committee reviewed the asset listing.

5.4 Capital Planning Forecast

The Committee reviewed the documents pertaining to capital planning.

5.5 Interim capital budget detail

The Committee reviewed the 2018 Interim Capital Budget in detail.

5.6 Omniplex costing

The Committee reviewed the information provided.

5.7 ECDC Budget and FDHA background

The Committee reviewed the information.

5.8 Budget Process

The Committee reviewed the budget process to date and options for community engagement as per Policy, the Chair will bring the matter forward for discussion with Council.

5.9 Street sweeper

The Committee was advised of efforts toward the sale of the street sweeper and the confirmed arrangements for street sweeping and line painting in the spring/summer of 2018.

5.10 Deferred revenue

The Committee reviewed the information.

5.11 Fee schedule

The Committee reviewed the information.

5.12 Admin Support to Committee

The Committee discussed the possibility of contracting tasks in order to maintain timeliness and maximize capacity.

Deputy Mayor Wheeler and Councillor Gammata exited the meeting at 11:22 a.m.

6.0 Other Business

Councillor Gammata returned to the meeting at 11:26 a.m.

The Committee discussed the timeline for asset management.

7.0 Items for Next Meeting

- In year savings
- Waste contracts
- Airport Master Plan
- Review of 2016-2017 actual expenditures
- Review of 2018 Budget process
- Reserves
- How much administrative capacity is it to be more specific in the reserves
- Debt limit
- Asset Management Plan

8.0 Next Meeting Date

- Friday, March 16, 2018, from 9:00 a.m. – 12:00 p.m.

9.0 Adjournment

Councillor Butz adjourned the meeting at 11:40 a.m.



Budget and Asset Management Committee Meeting
Tuesday, May 1, 2018, 1:30 p.m.-4:00 p.m.
Town of Drayton Valley Conference Room #2

Meeting Notes

Present: Deputy Mayor Fayrell Wheeler, Councillor Eric Butz, Councillor Nancy Dodds, Councillor Bill Ballas, Councillor Amila Gammara, Mayor Michael Doerksen, Pam Livingston, Sonya Wrigglesworth, Tom Thomson, Kevin McMillan, Leonard Rogers, Chandra Dyck, Michelle Nickel, Jenn Stone, Rita Bijeau

Absent: Councillor Corey Peebles, Annette Driessen

1.0 Call to Order

Councillor Butz called the meeting to order at 1:36 p.m.

2.0 Additions or Deletions to Agenda

No changes were made to the Agenda.

3.0 Adoption of Agenda

RES 2018/05/01BAM01

Councillor Dodds moved to adopt the Agenda for the May 1, 2018, Budget and Asset Management Committee Meeting, as presented.

CARRIED

4.0 Approval of Meeting Notes

4.1 February 2, 2018, Committee Meeting

RES 2018/05/01BAM02

Deputy Mayor Wheeler moved to approve the Notes from the February 2, 2018, Budget and Asset Management Committee, as presented.

CARRIED

5.0 Discussion Items

5.1 Debrief from Community Information Session

The Committee reviewed some of the comments made during the Community Information Session on the morning of May 1, 2018.

5.2 2018 Budget

5.2.1 Operating Budget

Mr. McMillan provided a review of the Operating Budget.

5.2.2 Potential Additional Operational Cost Savings

The Committee reviewed the document and provided direction to Administration.

Mayor Doerksen exited the meeting at 2:34 p.m.

Mayor Doerksen returned to the meeting at 2:34 p.m.
Mayor Doerksen exited the meeting at 2:52 p.m.
Mayor Doerksen returned to the meeting at 2:53 p.m.
Councillor Dodds exited the meeting at 3:03 p.m.

5.2.3 Capital Budget

The Committee reviewed the Capital Budget and provided direction to Administration.

Councillor Dodds returned to the meeting at 3:05 p.m.
Deputy Mayor Wheeler exited the meeting at 3:10 p.m.

5.2.4 Mill Rate

- Overview
- 2017 Approval Documents
- Sample Notices

The Committee reviewed the information on mill rates and provided direction to Administration.

Mayor Doerksen exited the meeting at 3:58 p.m.

5.2.5 Fee Schedule

The Committee reviewed the Fee Schedule.

Councillor Butz called a break at 4:03 p.m.
Councillor Butz reconvened the meeting at 4:05 p.m.
Councillor Dodds exited the meeting at 4:06 p.m.

5.2.6 Draft Communication

5.3 Electronic Advertising Bylaw

5.4 Special Meeting of Council

5.5 Asset Management Policy and Plan Timeline

6.0 **Other Business**

7.0 **Items for Next Meeting**

- Review of 2018 Budget Process
- Visioning – Town Lands

8.0 **Next Meeting Date**

9.0 **Adjournment**

Due to loss of quorum the meeting was adjourned at 4:06 p.m.

Budget and Asset Management Committee Meeting
Wednesday, May 2, 9:30 a.m.-10:30 a.m.
Town of Drayton Valley Conference Room #2

Meeting Notes

Present: Councillor Eric Butz, Councillor Nancy Dodds, Councillor Amila Gammana, Councillor Bill Ballas, Councillor Corey Peebles, Pam Livingston, Jenn Stone, Rita Bijeau

Absent: Mayor Michael Doerksen, Deputy Mayor Fayrell Wheeler, Annette Driessen

1.0 Call to Order

Councillor Butz called the meeting to order at 9:38 a.m.

2.0 Additions or Deletions to Agenda

Items 4.4 Solar Crosswalk and Item 4.5 "Capital Budget" were added to the Agenda for the May 2, 2018, Budget and Asset Management Committee Meeting.

3.0 Adoption of Agenda

RES# 2018/05/02BAM02

Councillor Dodds moved to approve the Agenda for the May 2, 2018, Budget and Asset Management Committee Meeting, as amended.

Carried

4.0 Information / Discussion Items

4.1 2018 Budget Draft Communication

The Committee reviewed the draft communication material and provided feedback.

4.2 Special Meeting of Council

Ms. Livingston advised of the need to hold a Special Meeting of Council to approve the Operating and Capital Budgets, and that the scheduling of same will be confirmed with the Mayor today.

4.3 Asset Management Policy and Plan Timeline

The Committee received information on asset management and provided direction to Administration. The matter will be brought forward to a future Budget and Asset Management Committee Meeting.

4.4 Solar Crosswalk

The Committee was advised of an alternate quote for solar crosswalk lights and provided direction to Administration.

4.5 Capital Budget

The Committee provided clarification on a proposed roadway project and had a general discussion on beautification of the exterior of the Civic Centre, including the Community Learning Gardens.

Councillor Gammana exited the meeting at 11:01 a.m.

The Committee discussed the traffic light system and public transit, and requested further information on both items.

Councillor Gammana returned to the meeting at 11:04 a.m.

Councillor Gammana exited the meeting at 11:04 a.m.

5.0 Other Business

There was no other business discussed.

6.0 Items for Next Meeting

- Review of 2018 Budget Process
- Visioning – Town Lands

7.0 Next Meeting Date

- Monday, May 7, 2018, 9:00 am Boardroom 2

8.0 Adjournment

Councillor Butz adjourned the meeting at 11:07 a.m.

APPROVED



Brazeau Foundation
Managing Housing Solutions

5208 -47 Avenue,
Drayton Valley, Alberta, 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
March 13, 2018
10:00 am

ATTENDANCE:

Directors Present:

Eric Butz, Chairperson	Town of Drayton Valley
Janet Young, Vice-Chairperson	Village of Breton
Jeannette Vatter	Member at Large – Drayton Valley

Directors Absent:

Donna Gawalko	Member at Large – Brazeau County
Donna Wiltse	Brazeau County

Administration Present:

Stella Keller	Chief Administrative Officer
Laura Delesalle	Finance Manager

1.0 CALL TO ORDER

E. Butz called the meeting to order at 10:00 AM.

2.0 AGENDA

2.1 ADDITIONS TO THE AGENDA

6.2 CAO Review

2.2 APPROVAL OF AGENDA

Resolution #18-03-20: Moved by J Vatter to approve the agenda with addition.

Motion ...Carried Unanimously

3.0 APPROVAL OF MINUTES

3.1 MINUTES FROM THE FEBRUARY 22 , 2018 REGULAR BOARD MEETING

Resolution #18-03-21: Moved by J Young to approve the minutes of the February 22, 2018 Regular Board Meeting as presented.

Motion ...Carried Unanimously

3.2 BUSINESS ARISING OUT OF THE MINUTES

None at this time

A handwritten signature in the bottom right corner of the page.

4.0 FINANCIAL

4.1 ANNUAL AUDIT PRESENTATION- Carlson Roberts Seely LLP

4.1.1 Audit Presentation for Brazeau Foundation

Resolution #18-03-22: Moved by J Vatter to accept the Brazeau Foundation Audit as presented.

4.1.2 Notice to Reader for Urban Housing

Resolution #18-03-23: Moved by J Vatter to accept the Urban Housing Notice to Reader as presented.

4.2 FINANCIAL REPORTS - Foundation

4.2.1 Foundation Payable Disbursements for February 2018

Resolution #18-03-24: Moved by J Young to accept the Payable Disbursements as information.

Motion ...Carried Unanimously

4.2.1.1 Visa Payable for February 2018

Resolution #18-03-25: Moved by J Vatter to accept the Visa Payable as information.

Motion ...Carried Unanimously

4.3 FINANCIAL REPORTS – Urban Housing

4.3.1 Urban Housing Payable Disbursements for February 2018

Resolution #18-03-26: Moved by J Young to accept the Urban Housing Payable Disbursements as information.

Motion ...Carried Unanimously

4.4 BOARD MEMBER EXPENSE

4.4.1 Board Member Expenses

Resolution #18-03-27: Moved by J Young to approve the Board Member Expenses of \$886.16 for February 2018

Motion ...Carried Unanimously

5.0 OLD BUSINESS

5.1 HOME CARE- MEDICATION ASSISTANCE PROGRAM

Home Care is asking to meet with the Board, it appears they are anxious to get their new medication program in place; that is, passing out medications in resident rooms instead of using a cart at meals and evening meds.



A letter is in development for the Board to express their concerns.

6.0 NEW BUSINESS

6.1 ASCHA CONFERENCE – APRIL 11-13, 2018

6.2 CAO's Review

The Board received copies of the form used for the CAO Review.

7.0 REPORTS

7.1 OPERATIONS REPORT

7.1.1 STANDARDS REVIEW 2018

7.1.1.1 Water Temperatures Inconsistent

7.1.1.2 Criminal Record Checks

7.1.1.3 'Unsigned' Resident Agreements

Resolution #18-03-28: Moved by J Young to accept Standards Review 2018 as information

Motion ...Carried Unanimously

Resolution #18-03-29: Moved by J Young to allow a maximum of \$50,000 for paving and walking paths of Seniors Garden from the Lodge Capital Reserve.

Motion ...Carried Unanimously

7.1.2 Operations Report

Resolution #18-03-30: Moved by J Vatter to accept Operations Report as information.

Motion ...Carried Unanimously

7.1.3 Vacancy Report

Resolution #18-03-31: Moved by J Vatter to accept Vacancy Report as information.

Motion ...Carried Unanimously

7.1.4 In-Private Session (Personnel/Legal)

Resolution #18-03-32: Moved by J Vatter to go in-private to discuss personnel matters at 12:07 PM.

Motion ...Carried Unanimously

Resolution #18-03-33: Moved by J Vatter to come out of in-private at 12:19 PM.

Motion ...Carried Unanimously



Resolution #18-03-34: Moved by J Young to remit payment to McLennan Ross LLP for Services as discussed.

Motion ...Carried Unanimously

7.2 POLICY REVIEW

7.2.1 HEATING AND VENTILATION SYSTEMS- WATER TEMPERATURE POLICY CHANGE

Resolution #18-03-35: Moved by J Vatter to accept Water Temperature Policy Change as presented.

Motion ...Carried Unanimously

8.0 CORRESPONDENCE

8.1 To: Annette Driessen, Director of Community Services- RE: Financials(February 27,2018)

8.2 To: Village of Breton, Brazeau County, Town of Drayton Valley, Carlson Roberts Seely, MLA for Drayton Valley-Calmar- RE: Board of Directors Meeting Minutes (February 27, 2018)

8.3 To: Lindsey Ross & Janice Farr- RE: Underage applicant (February 28, 2018)

8.4 From: Alberta Seniors Housing- RE: Brazeau Foundation 2018-2022 Business Plan (March 2, 2018)

8.5 To: Brazeau County & Town of Drayton Valley Re: Appreciation of the Truck donated to the Foundation. (March 6, 2018)

Resolution #18-03-36: Moved by J Vatter to accept correspondence as information.

Motion ...Carried Unanimously

9.0 FUTURE MEETING DATES


9.1 NEXT BSF REGULAR BOARD MEETING – Friday April 20, 2018 at the Shangri-La Lodge @ 10:00am.

10.0 ADJOURNMENT

Resolution #18-03-37: Moved by J Vatter to adjourn the meeting at 12:25 PM.

Motion ...Carried Unanimously

APPROVED AT THE April 20, 2018 MEETING OF THE BOARD



Chief Administrative Officer



Board Chair



Sustainability Committee Meeting
Tuesday, March 13, 2018, 09:00 a.m.
Town of Drayton Valley Conference Room #1

Meeting Notes

Present: Councillor Nancy Dodds, Councillor Fayrell Wheeler, Dwight Dibben, Pam Livingston, Sonya Wrigglesworth, Jennifer Stone, Sabine Larcher

1.0 Call to Order

Councillor Dodds called the meeting to order at 9:07 a.m.

2.0 Additions or Deletions to Agenda

There were no additions or deletions to the Agenda.

3.0 Adoption of Agenda

The agenda was adopted as presented.

4.0 Approval of Committee Meeting Notes

4.1 Sustainability Committee Meeting Notes, February 20, 2018

The Sustainability Committee Meeting Notes from February 20, 2018, were approved as presented.

5.0 Discussion Items

5.1 Earth Day 2018

The Committee agreed to have the month of April 2018 as Earth Month in the Town of Drayton Valley and to launch the program on April 3rd. The initiative is to focus on water and plastic reduction.

5.2 P.O.U.R. Program

The Committee provided feedback regarding the P.O.U.R. Program and indicated the rebate for commercial applicants will be capped at \$400.00. This program is to be advertised increased during the month of April.

5.3 Waste Management Bylaw Changes

Ms. Wrigglesworth provided an overview of the proposed Bylaw changes. The Committee will provide a report of this item at the Governance & Priorities meeting and suggest approval of the Bylaw by Council be targeted for April 18.

5.4 Waste Management Initiatives

The Committee reviewed the statistics from past years' initiatives and suggested that the Budget and Asset Management Committee review this item.

5.5 Community Sustainability Plan – Gaps

The Committee reviewed the list of areas for improvement within the Community Sustainability Plan.

Mr. Dibben left the meeting at 10:23 a.m. Mr. Dibben returned to the meeting at 10:25 a.m. Ms. Stone left the meeting at 10:30 a.m. Ms. Stone returned to the meeting at 10:32 a.m.

6.0 Other Business

There was no other business to discuss.

7.0 Information Items

There were no information items to review.

8.0 Items for Next Meeting

- Waste Management Discussion
- Sonnevera Report
- NSWA Debrief

9.0 Next Meeting Date

April 19, 2018, 9:00 a.m., Town of Drayton Valley Conference Room #1

10.0 Adjournment

The meeting was adjourned at 10:55 a.m.



Economic Development Committee Meeting
Wednesday, March 28, 2018, 9:00 a.m.-3:00 p.m.
Clean Energy Technology Centre

Meeting Notes

Present: Mayor Michael Doerksen, Councillor Bill Ballas, Councillor Eric Butz, Councillor Amila Gamma, Councillor Corey Peebles, Councillor Nancy Dodds, Councillor Fayrell Wheeler, Manny Deol, Eric Burton, Krystle Kotyk

1.0 Call to Order

Mayor Doerksen called the meeting to order at 9:06 a.m.

2.0 Additions or Deletions to Agenda

The following was added to the agenda:

5.2 Cogen Project

3.0 Adoption of Agenda

Councillor Butz moved to adopt the agenda as amended. Seconded by Councillor Ballas.
Carried **Resolution ED018/18**

4.0 Review of Notes

4.1 March 7, 2018, Committee Meeting Notes

Councillor Wheeler moved to adopt the notes as presented. Seconded by Councillor Gamma.

Carried **Resolution ED019/18**

5.0 Discussion Items

5.1 CETC

The Committee discussed the options around the possibility of a Management Board for CETC. Recommendations were made such as the Board being on a volunteer basis, the budget being set by Council, and it operating in which the COO would report to Council but operate under the Board's advisory. The Committee discussed options on what industry/organizations the Board should be comprised of.

Mayor Doerksen called a break at 10:06 am

Economic Development Committee Meeting

March 28, 2018

Mayor Doerksen reconvened the meeting at 10:17 a.m.

Council will be looking for feedback from residents through public engagement to take place before the Bylaw is presented for final readings. Draft CETC Management Board Bylaw to be brought forward to the next G&P Meeting on April 11, 2018, then to the Regular Meeting of Council for first reading on April 18, 2018.

Mayor Doerksen called a break for lunch at 11:52 a.m.

Mayor Doerksen reconvened the meeting at 12:41 p.m.

Councillor Butz was not in attendance when the meeting reconvened.

Mr. Deol reviewed the future needs of the CETC and provided the Committee with stats on projected jobs and projected tax revenue for the Governments. CETC Administration will provide the Committee with a projects list with short descriptions of each project.

Councillor Butz returned to meeting at 1:11 p.m.

CETC Administration will look into bringing AUMA, FCM, and RMA events to the Centre.

Councillor Dodds left meeting at 1:55 p.m.

Councillor Dodds returned at 1:58 p.m.

Councillor Peebles left meeting at 1:58 p.m.

Councillor Peebles returned at 2:01 p.m.

Mr. Deol left meeting at 2:03 p.m.

Mr. Deol returned at 2:05 p.m.

5.2 Cogen Project

This item was moved to the April 25, 2018, Economic Development Committee Meeting.

6.0 Other Business

7.0 Items for Next Meeting

8.0 Next Meeting Date

April 25, 2018, 1:00 pm to 4:00 pm, Clean Energy Technology Centre

9.0 Adjournment

Mayor Doerksen adjourned the meeting at 2:56 p.m.



DRAYTON VALLEY/BRAZEAU COUNTY FIRE SERVICES

Office of the Fire Chief

P.O. Box 6685
5120-52 Street
Drayton Valley, Alberta
T7A-1S1
fireadmin@draytonvalley.ca

Main: (780) 514-2216
Fax: (780)514-2244
www.draytonvalley.ca

SUBJECT: Medical Response by Fire Services

DATE TO COUNCIL: April 18th, 2018

PREPARED BY: Tom Thomson – Fire Chief

UPDATE INFORMATION:

To provide further information for Council based from the 2017 year-end report, the fire service has researched detailed information regarding emergency medical calls which have been attended to by the department in 2017. Below is information gathered based on the following questions.

1. What were the specific types of medical calls for service responded to by the fire service in 2017?

The fire service responded to a total of 57 medical calls plus 2 rescue calls which required medical aid upon arrival. The break-down of the calls is a follows:

- Unconscious/Non-breathing Calls – 18
- Breathing Complication Calls - 9
- Lift and Assist Calls – 8
- Unconscious and Breathing Calls – 7
- Confirmed Stroke or Heart Attack Calls – 5
- Hemorrhaging Calls – 3
- Confirmed Drug or Alcohol Calls – 2
- Bariatric Calls – 2
- Suicide Calls – 2
- Severe Burn Calls – 1
- Choking Calls – 1
- Seizure Calls – 1

2. How many times did the fire service arrive prior to EMS arriving on scene?

There were 4 specific times that were recorded in which the department arrived prior to EMS arriving on scene. There were also times in which both services arrived at the same time. Moving forward into 2018, this statistical information will be monitored more closely.

3. What is the break down in terms of Station 1 (Lodgepole) medical calls, Station 2 (Breton) medical calls, Station 3 (Drayton Valley) medical calls?

Station 1 (Lodgepole) medical calls – 1 (assisted by Station 3 DV)

Station 2 (Breton) medical calls – 6

Station 3 (Drayton Valley) medical calls - 52

4. How many times in 2017 was the department stood down on a medical call either en route or after arriving on scene?

There were 7 instances in which the department was stood down or not required to engage in assistance upon arriving on scene.

In an effort to provide further information for Council on this topic, the department did a quick survey of the surrounding municipalities to ascertain if any municipalities are currently invoicing The Province of Alberta for any emergency medical response calls. Six municipalities were contacted and the following information was obtained.

Fire Services Billing Survey Questions

- 1. Does the municipal fire service respond to medical calls?**
- 2. If responding to medical calls does the fire service invoice for services?**

Leduc County Fire Services

1. Yes- Respond to medical calls
2. Do not bill for medical calls. (Assisting EMS with incidents)

Parkland County Fire Services

1. Yes – Respond to medical calls assisting EMS
2. Do not bill for medical calls. (Assisting EMS with incidents)

County of Wetaskiwin Fire Services

1. Yes – Respond to medical calls assisting EMS
2. Bill flat rate for medical calls \$300.00 to individual (as per bylaw approved March 7th, 2017)

Yellowhead County Fire Services

1. Yes- Respond to medial calls assisting EMS
2. Do not bill for medical calls. (Assisting EMS with incidents)

City of Spruce Grove Fire Services

1. Yes – Respond to medical calls only within limits of Spruce Grove
2. Do not bill for medical calls. Invoicing is completed by AHS which is under contract by the city for services

Town of Stony Plain Fire Services

1. Yes – Respond to medical calls
2. Do not bill for medical calls (Assisting EMS with incidents)

March 2018 Stats

Town of Drayton Valley/ Brazeau County

Fire Calls- 1

Rubbish and Grass Fires- 0

Motor Vehicle Collisions- 6

Rescue Calls- 2

Alarm Calls- 8

Assist another Agency- 5

Misc Calls- 6

Total- 28

Town of Drayton Valley

Fire Calls- 1

Rubbish and Grass Fires-0

Motor Vehicle Collisions- 2

Rescue Calls- 2

Alarm Calls- 6

Assist another Agency- 2

Misc Calls- 2

Total- 15

Brazeau County

Fire Calls- 0

Rubbish and Grass Fire- 0

Motor Vehicle Collisions- 4

Rescue Calls- 0

Alarm Calls- 2

Assist another Agency- 3

Misc Calls- 4

Total- 13

April 2018 Stats

Town of Drayton Valley/ Brazeau County

Fire Calls- 2

Rubbish and Grass Fires- 3

Motor Vehicle Collisions- 4

Rescue Calls- 1

Alarm Calls- 8

Assist another Agency- 2

Misc Calls- 1

Total- 21

Town of Drayton Valley

Fire Calls- 0

Rubbish and Grass Fires-1

Motor Vehicle Collisions- 2

Rescue Calls- 1

Alarm Calls- 5

Assist another Agency- 0

Misc Calls- 1

Total- 10

Brazeau County

Fire Calls- 2

Rubbish and Grass Fire- 2

Motor Vehicle Collisions- 2

Rescue Calls- 0

Alarm Calls- 3

Assist another Agency- 2

Misc Calls- 0

Total- 11

**Drayton Valley Municipal Detachment
Crime Statistics (Actual)
January to April: 2014 - 2018**

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

May-08-18

CATEGORY	Trend	2014	2015	2016	2017	2018
Homicides & Offences Related to Death		0	0	0	0	1
Robbery		5	2	0	1	0
Sexual Assaults		2	3	4	10	2
Other Sexual Offences		3	1	8	3	3
Assault		51	44	39	30	52
Kidnapping/Hostage/Abduction		1	1	1	3	1
Extortion		1	0	0	0	1
Criminal Harassment		1	7	6	5	10
Uttering Threats		14	12	12	7	8
Other Persons		0	0	0	0	0
TOTAL PERSONS		78	70	70	59	78
Break & Enter		29	14	34	30	79
Theft of Motor Vehicle		38	16	20	26	44
Theft Over \$5,000		5	2	1	1	6
Theft Under \$5,000		110	71	84	112	144
Possn Stn Goods		16	5	5	10	25
Fraud		14	12	13	31	25
Arson		1	1	0	0	2
Mischief To Property		85	94	69	60	60
TOTAL PROPERTY		298	215	226	270	385
Offensive Weapons		11	4	3	3	7
Disturbing the peace		28	31	13	22	31
OTHER CRIMINAL CODE		73	78	59	51	87
TOTAL OTHER CRIMINAL CODE		112	113	75	76	125
TOTAL CRIMINAL CODE		488	398	371	405	588

Drayton Valley Municipal Detachment
Crime Statistics (Actual)
January to April: 2014 - 2018

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

May-08-18

CATEGORY	Trend	2014	2015	2016	2017	2018
Drug Enforcement - Production		0	0	0	0	0
Drug Enforcement - Possession		15	12	11	9	20
Drug Enforcement - Trafficking		6	14	4	7	4
Drug Enforcement - Other		0	0	1	0	0
Total Drugs		21	26	16	16	24
Federal - General		2	2	2	1	1
TOTAL FEDERAL		23	28	18	17	25
Liquor Act		5	5	4	6	8
Other Provincial Stats		32	34	37	20	56
Total Provincial Stats		37	39	41	26	64
Municipal By-laws Traffic		3	3	0	3	0
Municipal By-laws		18	22	25	16	25
Total Municipal		21	25	25	19	25
Fatals		0	0	0	0	0
Injury MVC		1	1	5	1	4
Property Damage MVC (Reportable)		132	99	81	72	77
Property Damage MVC (Non Reportable)		12	13	7	12	10
TOTAL MVC		145	113	93	85	91
Provincial Traffic		196	129	126	122	208
Other Traffic		2	2	3	3	6
Criminal Code Traffic		38	30	21	23	25
Common Police Activities						
False Alarms		66	83	95	67	90
False/Abandoned 911 Call and 911 Act		19	35	33	21	32
Suspicious Person/Vehicle/Property		13	36	36	29	48
Persons Reported Missing		2	3	13	9	5
Spousal Abuse - Survey Code		40	53	53	35	44

Drayton Valley Municipal Detachment 5 Year Traffic Summary - January to April

January to April	Trend	2014	2015	2016	2017	2018
Fatals		0	0	0	0	0
Injury MVC		1	1	5	1	4
Property Damage MVC (Reportable)		132	99	81	72	77
Property Damage MVC (Non Reportable)		12	13	7	12	10
Total MVC		145	113	93	85	91

January to April	Trend	2014	2015	2016	2017	2018
Roadside Suspensions - alcohol related - No charge**		2	2	3	3	6
Occupant Restraint/Seatbelt Violations**		3	3	0	2	24
Speeding Violations**		10	4	11	19	8
Intersection Related Violations**		4	4	4	7	10
Other Non-Moving Violation**		34	27	26	18	101
Other CC Traffic***		5	3	5	4	0

*include "Cleared by Charge" and "Cleared Other" **"Actual" ***"Reported"

**Drayton Valley Municipal Detachment
Crime Statistics (Actual)
April: 2014 - 2018**

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

May-08-18

CATEGORY	Trend	2014	2015	2016	2017	2018
Homicides & Offences Related to Death		0	0	0	0	0
Robbery		0	0	0	0	0
Sexual Assaults		0	1	0	3	2
Other Sexual Offences		1	0	1	1	0
Assault		3	8	8	3	14
Kidnapping/Hostage/Abduction		0	0	0	3	0
Extortion		0	0	0	0	0
Criminal Harassment		0	2	1	2	4
Uttering Threats		3	3	2	2	1
Other Persons		0	0	0	0	0
TOTAL PERSONS		7	14	12	14	21
Break & Enter		7	4	6	8	14
Theft of Motor Vehicle		11	2	7	17	7
Theft Over \$5,000		0	0	0	0	0
Theft Under \$5,000		29	21	14	40	35
Possn Stn Goods		2	2	1	2	3
Fraud		3	5	3	6	7
Arson		1	0	0	0	1
Mischief To Property		22	24	17	17	18
TOTAL PROPERTY		75	58	48	90	85
Offensive Weapons		0	1	1	1	2
Disturbing the peace		5	6	5	7	5
OTHER CRIMINAL CODE		16	12	10	9	11
TOTAL OTHER CRIMINAL CODE		21	19	16	17	18
TOTAL CRIMINAL CODE		103	91	76	121	124



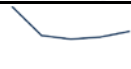


Drayton Valley Municipal Detachment
Crime Statistics (Actual)
April: 2014 - 2018







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

May-08-18

CATEGORY	Trend	2014	2015	2016	2017	2018
Drug Enforcement - Production		0	0	0	0	0
Drug Enforcement - Possession		3	3	5	1	7
Drug Enforcement - Trafficking		0	7	4	0	0
Drug Enforcement - Other		0	0	0	0	0
Total Drugs		3	10	9	1	7
Federal - General		1	1	1	1	0
TOTAL FEDERAL		4	11	10	2	7
Liquor Act		2	3	4	3	3
Other Provincial Stats		6	9	7	6	7
Total Provincial Stats		8	12	11	9	10
Municipal By-laws Traffic		1	1	0	2	0
Municipal By-laws		6	4	6	6	8
Total Municipal		7	5	6	8	8
Fatals		0	0	0	0	0
Injury MVC		0	0	3	0	2
Property Damage MVC (Reportable)		31	16	14	15	18
Property Damage MVC (Non Reportable)		4	3	0	3	1
TOTAL MVC		35	19	17	18	21
Provincial Traffic		46	42	19	35	74
Other Traffic		2	0	1	0	2
Criminal Code Traffic		13	12	5	7	3
Common Police Activities						
False Alarms		22	18	24	16	28
False/Abandoned 911 Call and 911 Act		6	11	7	5	3
Suspicious Person/Vehicle/Property		4	12	6	5	16
Persons Reported Missing		1	0	4	4	0
Spousal Abuse - Survey Code		7	17	9	8	10

Drayton Valley Municipal Detachment 5 Year Traffic Summary - Month of April

April	Trend	2014	2015	2016	2017	2018
Fatals		0	0	0	0	0
Injury MVC		0	0	3	0	2
Property Damage MVC (Reportable)		31	16	14	15	18
Property Damage MVC (Non Reportable)		4	3	0	3	1
Total MVC		35	19	17	18	21

April	Trend	2014	2015	2016	2017	2018
Roadside Suspensions - alcohol related - No charge**		0	0	1	0	2
Occupant Restraint/Seatbelt Violations**		0	1	0	0	8
Speeding Violations**		0	3	0	8	3
Intersection Related Violations**		0	2	0	0	5
Other Non-Moving Violation**		0	13	1	6	50
Other CC Traffic***		1	2	0	3	0

*include "Cleared by Charge" and "Cleared Other" **"Actual" ***"Reported"

Drayton Valley Municipal Detachment

January to April: 2014 - 2018

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

Category	Trend	2014	2015	2016	2017	2018		Mean	Std Deviation	Mean + 1 Std Dev	FLAG	Slope
Theft Motor Vehicle (Total)		38	16	20	26	44		28.8	10.6	39.4	Issue	2.2
Auto		2	1	1	0	6		2.0	2.1	4.1	Issue	0.7
Truck/SUV/Van		26	13	17	23	34		22.6	7.3	29.9	Issue	2.6
Motorcycle		1	0	0	0	2		0.6	0.8	1.4	Issue	0.2
Other		4	2	2	3	2		2.6	0.8	3.4	Within Norm	-0.3
Take Auto without Consent		5	0	0	0	0		1.0	2.0	3.0	Within Norm	-1
Break and Enter (Total)*		29	14	34	30	79		37.2	22.0	59.2	Issue	11.6
Business		16	4	28	15	37		20.0	11.4	31.4	Issue	5.3
Residence		7	10	5	11	18		10.2	4.4	14.6	Issue	2.3
Cottage or Seasonal Residence		0	0	0	0	0		0.0	0.0	0.0	Within Norm	0
Other		4	0	1	2	21		5.6	7.8	13.4	Issue	3.6
Theft from a motor vehicle		35	8	30	53	64		38.0	19.4	57.4	Issue	10.3
Shoplifting		6	15	15	28	20		16.8	7.2	24.0	Within Norm	4.1
Mail Theft		0	1	0	1	6		1.6	2.2	3.8	Issue	1.2
Theft of bicycle		1	1	0	1	3		1.2	1.0	2.2	Issue	0.4
Other Theft		73	48	40	30	58		49.8	14.8	64.6	Within Norm	-4.8
Mischief To Property		85	94	69	60	60		73.6	13.7	87.3	Within Norm	-8.4
Suspicious Person/ Vehicle/ Property		13	36	36	29	48		32.4	11.5	43.9	Issue	6.3
Fail to Comply/Breach		49	36	30	26	48		37.8	9.3	47.1	Issue	-1.2
Person Reported Missing		2	3	13	9	5		6.4	4.1	10.5	Within Norm	1.2
Wellbeing Check		N/A	N/A	5	14	28		15.7	9.5	25.1	Issue	11.5
Mental Health Act		30	28	24	17	46		29.0	9.6	38.6	Issue	2.1
False Alarms		66	83	95	67	90		80.2	11.8	92.0	Within Norm	3.2
911 Act		19	35	33	21	32		28.0	6.6	34.6	Within Norm	1.2
K Div - Front Counter Complaints		487	199	177	169	168		240.0	124.0	364.0	Within Norm	-66.8



Souls Seeking Christ

ON A JOURNEY OF FAITH, LEARNING AND LOVE

Board Meeting Highlights - April 2018

DATES TO REMEMBER

Next Board Meeting
Wednesday,
May 16
10:30 a.m.

STAR Central Office
 4906 50 Ave., Leduc, AB
The public is welcome at all Board meetings.

Board of Trustees

[Michelle Lamer](#)
 Chair
 Leduc

[Henry Efton](#)
 Vice Chair
 Wetaskiwin

[Sandra Bannard](#)
 Drayton Valley

[Shaun Meaden](#)
 Leduc

[Liz Taylor-Sirois](#)
 Beaumont

[Jan Svitich](#)
 Ponoka

[Donna Turwood](#)
 Lacombe

Policies Reviewed

As part of its annual review, the Board reviewed a number of its Policies, including: Policy 1, 7, 8, 9, 12, 17 and 19.

2018-2019 Division Calendars

The Board approved the 2018-2019 school calendars.

2018-2019 Board Priorities

The Board approved its 2018-2019 Board Priorities that were set following an extensive consultation day, held in February, with stakeholders from around STAR Catholic's communities.

Facility Rental Fee

The Board approved the Facility Rental Fee rates for the 2018-2019 school year, with no change from the existing year.

Educational & Transportation Fees

The Board maintained Educational and Transportation fees at existing rates for 2018-2019. Those fees are for: Full-time Kindergarten, Foreign Non-Exchange Student Tuition, Adult Student Registration, and Transportation.

Wetaskiwin High School Survey

The Board reviewed the results of a survey of Sacred Heart School parents and local Catholic parishioners, gauging the interest in Catholic high school programming for Wetaskiwin.

OurSchool Survey

The Board reviewed the results from the OurSchool Survey of students.

For more information visit: www.starcatholic.ab.ca, or call 780.986.2500

Conference Report

Council Member: Michael Doerksen

Conference/Workshop Attended: AUMA

Date of Conference: November 21-24, 2018



Information Presented (all relevant sessions):

Session 1: CPP Reform: An interesting talk regarding the changes to CPP and how it will effect local municipalities and businesses alike. Long story short, the Federal Government continues to ensure there is a safety net for people that don't have the aptitude to plan for themselves. Government is expanding the CPP program and will take more money from employers and employees to ensure that everyone has something to fall back on when they retire.

Session 2: Intermunicipal Collaboration for Small Communities: This session was essentially a regurgitation of information that was already available, very little new information was presented.

Session 3: Smart Cities and Communities: Again, very little useful information was presented and a panel of city officials spoke about their achievements over the past years.

The benefit of AUMA, much like every other conference, is not in the sessions. I have been to a number of conferences in my business life, and not once did I bring a piece of useful information back with me. The only benefit to these conferences is the networking. I met with other elected officials, and a number of bureaucrats and industry professionals, including a group of investors that are interested in the hemp industry.

Correlation to Approved Town Plans/Policies and Council Vision

Ex. Social Development Plan (SDP), Community Sustainability Plan (CSP), Economic Development Strategy (EDS), Municipal Development Plan (MDP), Housing Index Study (HIS), Recreation & Culture Master Plan (RCP), etc.

Session 1: Council Remuneration Policy

Recommendation(s) for Council consideration:

- 1) Review council remuneration policy and make the criteria more strict for which conferences we go to. Instead of reporting on it afterwards, we should clearly detail what we expect to get out of the conference we attend, who we will network with, what part of the town agenda we will promote, and how we can justify the cost of attendance in actual value to the town. Attending conferences just to sit in sessions is not a good use of taxpayers' dollars, every time we attend a conference we need to push the town forward.

Identify Partners and/or External Resources:

- 1)
- 2)

For Administrative Use Only:

Date
Received:

May 7, 2018

Date
Reviewed:

Item(s) for Administration policy or procedural consideration:

- 1)
- 2)

Conference Report

Council Member: Michael Doerksen

Conference/Workshop Attended: Governance Workshop

Date of Conference: February 7 & 8, 2018



Information Presented (all relevant sessions):

Session 1: Mr. Cuff provided a 2 day workshop covering 3 topics:

1. Leadership and Its Application
2. Governance and Its Application
3. Management and Its Application

In my opinion this was a very useful and beneficial workshop for elected officials and members of the public alike. One of the key messages was related to what an elected officials role is, which is to govern through policies and procedures. Elected officials do not “micro-mange” the organization they represent, they provide guidance through the development of policies and procedures. It is administrations task to take the priorities of council and make them a reality. This is done through fact finding and determining a number of possible solutions that council can then vote on. In short elected officials give the vision and strategy, administration fulfill that vision.

Overall it was a great two days and a workshop I feel everyone should take at some point in their life, preferably before they go to vote for the first time.

Correlation to Approved Town Plans/Policies and Council Vision

Ex. Social Development Plan (SDP), Community Sustainability Plan (CSP), Economic Development Strategy (EDS), Municipal Development Plan (MDP), Housing Index Study (HIS), Recreation & Culture Master Plan (RCP), etc.

Session 1: Accountability and Transparency Policy

Recommendation(s) for Council consideration:

- 1) Review Procedure Bylaw
- 2) Organizational Structure Policy review
- 3) Ensure items coming to council are signed off by the CAO

Identify Partners and/or External Resources:

- 1)
- 2)

For Administrative Use Only:

Date
Received:

May 7, 2018

Date
Reviewed:

Item(s) for Administration policy or procedural consideration:

- 1)
- 2)

Conference Report



Council Member: Michael Doerksen

Conference/Workshop Attended: EPCOR Climate Change Conference

Date of Conference: March 5, 2018

Information Presented (all relevant sessions):

Session 1: Science of Climate Change: This session spoke about the evolution of the science used to predict and model the change in our climate, as well as what the information is telling us about climate change. The end result is that climate change is still real and will have a large impact on future weather events, be it flooding, droughts, heat waves, ect.

Minister Shannon Phillips from Environment was in attendance and Reeve Guyon and I briefly spoke with her.



Session 2: Responding to Climate Change – Indigenous Community Success Stories: This session included a panel of indigenous leaders and explored how their communities, in collaboration with the Government of Alberta, are responding to this challenge through the Indigenous Climate Leadership Initiative.

I was able to speak with Minister John Feehan from Indigenous Affairs regarding our CETC center and how we could include indigenous education into our portfolio.

Session 3: During this session I took the time to network with the Minister of Municipal Affairs, as well as members of Alberta Innovates, and two gentlemen involved in the hemp industry. It was an excellent opportunity to see where Alberta is headed from the perspective of elected officials, bureaucrats and local industry members. I also took the time to inform and educate these people on what Drayton Valley is doing to lead the way in clean energy and hemp.

Correlation to Approved Town Plans/Policies and Council Vision

Ex. Social Development Plan (SDP), Community Sustainability Plan (CSP), Economic Development Strategy (EDS), Municipal Development Plan (MDP), Housing Index Study (HIS), Recreation & Culture Master Plan (RCP), etc.

Session 1: Economic Development

Session 2: Economic Development

Session 3: Economic Development

Recommendation(s) for Council consideration:

- 1) None
- 2) None
- 3) None

Identify Partners and/or External Resources:

- 1)
- 2)

For Administrative Use Only:

Date Received:

May 7, 2018

Date

Reviewed:

Item(s) for Administration policy or procedural consideration:

- 1)
- 2)

Conference Report



Council Member: Nancy Dodds

Conference/Workshop Attended: Governance Workshop – George Cuff

Date of Conference: February 8, 2018

Information Presented :

CETC – Good Governance Workshop – Day 1

George Cuff delivered a workshop outlining the principles and practices that are involved in “Good Governance” once you become an elected official. Some of these principles include: Make community-centered decisions, provide policy leadership, encourage effective public participation, and govern with the future in mind.

Fundamentals:

- Thorough orientation to your roles.
- Budget process explained.
- Briefed on Procedural bylaw.
- Briefed on Council-CAO relationship.
- Facilitated discussion on priorities.
- Briefed on legislative authority.
- Briefed on governance model.
- Briefed on communications plans

Principles of a Governance Policy Governance Body:

- Primacy of the Council table.
- Open meetings.
- Regular and transparent reporting.
- Interests in the whole community.
- Adherence to decision making protocols.
- Opportunity for equal participation.
- Respect for the Administration.
- Ethical Government.
- Accountability
- Good Neighbors

Roles of Council: Being elected is about governing the community and not about finding more managers. And having good cooperation between Council and management in developing the strategic agenda. Council outlines its priorities.

Correlation to Approved Town Plans/Policies and Council Vision

Ex. Social Development Plan (SDP), Community Sustainability Plan (CSP), Economic Development Strategy (EDS), Municipal Development Plan (MDP), Housing Index Study (HIS), Recreation & Culture Master Plan (RCP), etc.

Recommendation(s) for Council consideration:

Identify Partners and/or External Resources:

For Administrative Use Only:

Date
Received:

May 7, 2018

Date
Reviewed:

Item(s) for Administration policy or procedural consideration:

- 1)
- 2)

Conference Report

Council Member: Nancy Dodds

Conference/Workshop Attended: RMRF Municipal Law Seminar

Date of Conference: February 16th, 2018



Information Presented :

Session 1: Intermunicipal Collaboration Frameworks for Small Communities – This session discussed the amendments to the Municipal Government Act and gave an overview of the ICF (Intermunicipal Collaboration Framework) requirements and challenges. All municipalities must adopt ICF's with each municipality they share a common border with. Municipalities must work together with their neighbouring municipality to plan, deliver, fund intermunicipal services and negotiate in good faith.

This will come into effect on April 1st, 2018 and each municipality will have two years to complete an ICF. There will be consequences if municipalities are not collaborating, which will include mediation and arbitration.

Many assets to be included in this will be governance, funding, service delivery, and cost sharing and dispute resolution.

There will be an upcoming ICF workbook being put out in the new year that will assist in opening the dialogue between municipalities. The intent of this workbook is to start the dialogue and access the delivery of the services, strategic planning, assessment, inventory, preparing an IDP and Bylaw adoption.

Session 2: Assessment 101- The recent amendments to the MGA impact the ability of municipalities to assess property within their boundaries. The scope of information that is available to an assessor under section 294 and 295 of the *Act* has been broadened by expanding the right of an assessor to obtain information not specifically related to the property being assessed.

Sections 299 and 300 have clarified the scope of the municipality's obligation to produce information and clarified the assessed person's rights to information.

Amendments to section 304 of the *Act* allows a municipality to change an assessment that is the subject of a complaint.

Also the new amendments to s. 291 removes a municipality's ability to assess an improvement under s. 291 if the improvement is completed but not yet operational. However, the impacts of the changes are offset by a municipality's ability to issue a supplemental assessment under s. 314 of the *Act*.

Session 3: It's a Joint Effort: Municipalities roles in Regulating Recreational Cannabis

Use - The pending legalization of cannabis for recreational use raises challenging planning and development questions. The *Alberta Cannabis Act* amends the MGA to require a municipality's LUB to be consistent with the requirements of the *Gaming, Liquor and Cannabis Act* (GLCA). Land Use Bylaws (LUB) are only one of the ways in which a municipality may choose to exercise its jurisdiction regarding recreational cannabis. There are other options available to municipalities in this regard.

Municipalities play a key role to enact "community standards" or "public places" bylaws and determine where people may smoke or vape cannabis.

The amended GLCA specifically authorizes municipalities to pass bylaws prescribing the hours of sale and use of cannabis on licensed premises and the areas of the licensed premises where the sale and use of cannabis can occur. Municipalities have more general making powers regarding business licensing which may be applied.

Municipal administrators and councils will be tasked with determining what issues and concerns are present in our municipality and identify the best tools for responding to those concerns, which may include public engagement and education initiatives.

Session 4: Heightened Scrutiny: Mandatory Codes of Conduct and the Meaning of

Harassment – Members of Council are obliged by law to comply with mandatory codes of conduct under the MGA, which include complaint mechanisms and sanctions.

One of the topics that must be addressed in a municipal Code of Conduct is "respectful interactions with councillors, staff, the public, and others."

Correlation to Approved Town Plans/Policies and Council Vision

Ex. Social Development Plan (SDP), Community Sustainability Plan (CSP), Economic Development Strategy (EDS), Municipal Development Plan (MDP), Housing Index Study (HIS), Recreation & Culture Master Plan (RCP), etc.

Session 1: IDP (Intermunicipal Development Plan)

Session 2:

Session 3: Land Use Bylaw (LUB)

Session 4: Codes of Conduct

Recommendation(s) for Council consideration:

- 1) Find potential shared benefits, clearly define goals, build the process together, do an inventory of existing successes, services and agreements that benefit residents. Outline delivery, funding, discontinuance, timeframe for implementation and dispute resolution. Review and update IDP.

3) Our LUB needs to be consistent with the applicable requirements of the GLCA regarding the location of licenced cannabis premises and the distance between those and other premises. Public Consultation and surveys

4) Required training in our workplace: Violence in the Workplace and Respect in the Workplace

Identify Partners and/or External Resources:

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May 7, 2018

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Conference Report



Council Member: Nancy Dodds

Conference/Workshop Attended: EPCOR Climate Change Conference IPCC

Date of Conference: March 5, 2018

Information Presented :

Three Main Concerns were discussed in regards to conservation, growth and poverty – Knowledge, lessons and experience was exchanged on the impacts of climate change and how municipalities are adapting and responding to climate change. Local governments (Council) have a more credible loud voice to be heard when dealing with this universal agenda. We need to use that voice and we need to find a way to move forward. We need transformative action by transforming our energy systems, land-use, cities and regions, governments and financing, and our Cultural and behavioural changes. Through interactive dialogue the plenary addresses the costs and benefits of climate change and inaction. The role of government officials and residents as agents of change, and the action to achieve low carbon, climate-resilient urban pathways, and sustainable development.

Correlation to Approved Town Plans/Policies and Council Vision

Ex. Social Development Plan (SDP), Community Sustainability Plan (CSP), Economic Development Strategy (EDS), Municipal Development Plan (MDP), Housing Index Study (HIS), Recreation & Culture Master Plan (RCP), etc.

Community Sustainability Plan (CSP), Municipal Development Plan (MDP)

Recommendation(s) for Council consideration:

With the review of the Municipal Development Plan coming up for review, consideration be given and determined for a Climate Resilience Action Plan.

Identify Partners and/or External Resources:

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Item(s) for Administration policy or procedural consideration:

- 1)
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Conference Report

Council Member: Nancy Dodds

Conference/Workshop Attended: EDA Conference

Date of Conference: March 21st – March 23rd, 2018



Information Presented :

Session 1: Nurturing Creative Communities –

- Creative place making works for your downtown area and transforms this space. There are many festivals, projects and creative fun that can be added to our community to tell a story.
- Creative community, place and culture is a core pillar of sustainability through creativity and innovation.
- Create a vibrant healthy engaged community.
- Celebrate and nurture the arts, culture and the four pillars of sustainability.
- Creative economy is what makes your community worth visiting and celebrating, which help supports jobs.
- Creative hubs are very popular an a big transition we are seeing across the country. This is the shift in culture, focusing on the creative ecosystem approach.

Session 2: Tourism Development and Sustainability – Tourism as a community economic development opportunity. The benefits and risks can be a source of community pride.

- Encourage community engagement.
- Enhance quality of life for residents.
- Visitor dollars.
- Positive impact on multiple sectors.
- Review all the characteristics of tourism assets.

Session 3: Do You have what it takes to attract your target industries? An “Investment Attraction Matrix”. –

Factors:

- Look at the industry lifecycle in our community. (ie; cannabis offers potential because there is a lifecycle)
- Are we comparable to our neighbours? Do we exceed our competing neighbors?
- Factors vary depending on what industry
- Can we attract a certain industry and is it suitable?
- Building capacity in your municipality.
- Assess one industry at a time.

Plenaries: Discussion was around the trends for 2018 and moving out of recession and what the outlook is. Recognize our economy growing.

Alberta has a younger demographic which are highly educated and skilled and very entrepreneurial here. There was a lot of talk around putting our creative industries at the center of our future economy. And with this there are programs and grant funding available thru the Creative Canada policy framework. One of the things mentioned was that 4 times the amount of jobs are created in arts and culture over the oil and gas industry, this creative industry is a strong job generator. It would be important to explore more of a creative industry and economy.

Correlation to Approved Town Plans/Policies and Council Vision

Ex. Social Development Plan (SDP), Community Sustainability Plan (CSP), Economic Development Strategy (EDS), Municipal Development Plan (MDP), Housing Index Study (HIS), Recreation & Culture Master Plan (RCP), etc.

Session 1: Community Sustainability Plan (CSP)

Session 2: Municipal Development Plan (MDP)

Session 3: Municipal Development Plan (MDP)

Recommendation(s) for Council consideration:

- 1) Creative Canada Policy Framework – Look into this, there is programs and grant funding available
- 2) Further discussion in Economic Development Committee if required

Identify Partners and/or External Resources:

For Administrative Use Only:

Date Received:

May 7, 2018

Date

Reviewed:

Item(s) for Administration policy or procedural consideration:

- 1)
- 2)

Conference Report



Council Member: Amila Gammana

Conference/Workshop Attended: AUMA

Date of Conference: Nov 22-24 , 2017

Information Presented (all relevant sessions):

Session 1: Cyber Security for Municipalities

Session 2: Intermunicipal Collaboration for Small Communities

Session 3: Smart Cities and Communities

Session 4: Social Media strategy: Politics , Communications and Crisis

Correlation to Approved Town Plans/Policies and Council Vision

Ex. Social Development Plan (SDP), Community Sustainability Plan (CSP), Economic Development Strategy (EDS), Municipal Development Plan (MDP), Housing Index Study (HIS), Recreation & Culture Master Plan (RCP), etc.

Session 1: *Municipal Development Plan (MDP)*

Session 2: *Municipal Development Plan (MDP)*

Session 3: *Community Sustainability Plan (CSP)*

Session 4: Media and public engagement

Recommendation(s) for Council consideration:

- 1) Implement a robust but achievable and affordable disaster recovery plan to protect data in a disaster situation and to minimize down time and data loss. Educate the employees.
- 2) Have a small monthly budget for social media advertising and promotions to engage the community as about 62% of a population in a community receives news from social media.
- 3) Update social media policy to cater to new council.
- 4) Utilise the mobile app town have and customize it or look in to acquiring a new app that caters to councils vision on public engagement.

Identify Partners and/or External Resources:

- 1) AUMA
- 2)

For Administrative Use Only:

Date
Received:

May 9, 2018

Date
Reviewed:

Item(s) for Administration policy or procedural consideration:

- 1)
- 2)

Conference Report

Council Member: Amila Gammama

Conference/Workshop Attended: George B Cuff Governance Workshop - CETC

Date of Conference: 7-8 Feb,2018



Information Presented (all relevant sessions):

Session 1:

1. Leadership and Its Application

Session 2:

2. Governance and Its Application

Session 3:

3. Management and Its Application

Correlation to Approved Town Plans/Policies and Council Vision

Ex. Social Development Plan (SDP), Community Sustainability Plan (CSP), Economic Development Strategy (EDS), Municipal Development Plan (MDP), Housing Index Study (HIS), Recreation & Culture Master Plan (RCP), etc.

Governance methods, responsibilities and accountability. This was more of an eye opener regarding roles and responsibilities of a council and roles and responsibilities of administration.

Recommendation(s) for Council consideration:

- 1) Review governance and reporting structure and organizational structure
- 2)
- 3)

Identify Partners and/or External Resources:

- 1)
- 2)

For Administrative Use Only:

Date
Received:

9 May, 2018

Date
Reviewed:

Item(s) for Administration policy or procedural consideration:

- 1)
- 2)