



Agenda

Call to Order

National Anthem

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10.0	Adjournment	



Meeting Minutes

THOSE PRESENT:

Mayor Doerksen
Councillor Gammana
Councillor McGee
Councillor Peebles
Councillor Wheeler
Winston Rossouw, Chief Administrative Officer
Annette Driessen, Director of Community Services
Rick Wheatley, Director of Engineering
Tom Thomson, Fire Chief
Kevin McMillan, Director of Finance
Jennifer Stone, Executive Assistant and Communications

Leonard Rogers, Manager of Information Services
Hari Dusi, Junior Networks & Systems Administrator
Sonya Wigglesworth, Engineering Project Manager
Matt Ellis, Planner
Cathy Weetman, Western Review
Members of the Public

ABSENT:

Deputy Mayor Ballas
Councillor Dodds

CALL TO ORDER

Mayor Doerksen called the meeting to order at 9:05 a.m.

1.0 Additions to the Agenda

Item 5.0 Delegation: 5.1 MLA Mark Smith – PACE Program was added to the Agenda.

2.0 Adoption of Agenda

RESOLUTION #021/19

Councillor McGee moved to adopt the Agenda for the February 6, 2019, Regular Meeting of Council, as amended.

CARRIED

3.0 Corrections or Amendments:

3.1. January 16, 2019, Regular Meeting of Council Minutes

There were no corrections or amendments to the January 16, 2019, Regular Meeting of Council Minutes.

3.2. January 16, 2019, Public Hearing Minutes Land Use Amending (Cannabis Production/Distribution) Bylaw 2018/16/D

There were no corrections or amendments to the January 16, 2019, Public Hearing Minutes Land Use Amending (Cannabis Production/Distribution) Bylaw 2018/16/D.

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3.3. January 16, 2019, Public Hearing Minutes Land Use Amending (Definition of Adult Businesses) Bylaw 2018/17/D
There were no corrections or amendments to the January 16, 2019, Public Hearing Minutes Land Use Amending (Definition of Adult Businesses) Bylaw 2018/17/D.

3.4. January 16, 2019, Public Hearing Minutes Land Use Amending (Direct Control Two (DC-2)) Bylaw 2018/18/D
There were no corrections or amendments to the January 16, 2019, Public Hearing Minutes Land Use Amending (Direct Control Two (DC-2)) Bylaw 2018/18/D.

4.0 Adoption of:

4.1. January 16, 2019, Regular Meeting of Council Minutes

4.2. January 16, 2019, Public Hearing Minutes Land Use Amending (Cannabis Production/Distribution) Bylaw 2018/16/D

4.3. January 16, 2019, Public Hearing Minutes Land Use Amending (Definition of Adult Businesses) Bylaw 2018/17/D

4.4. January 16, 2019, Public Hearing Minutes Land Use Amending (Direct Control Two (DC-2)) Bylaw 2018/18/D

RESOLUTION #022/19

Councillor Gammana moved to adopt the Minutes of the January 16, 2019, Regular Meeting of Council, January 16, 2019, Public Hearing Minutes Land Use Amending (Cannabis Production/Distribution) Bylaw 2018/16/D, January 16, 2019, Public Hearing Minutes Land Use Amending (Definition of Adult Businesses) Bylaw 2018/17/D, and January 16, 2019, Public Hearing Minutes Land Use Amending (Direct Control Two (DC-2)) Bylaw 2018/18/D, as presented.

CARRIED

5.0 Delegation

5.1. MLA Mark Smith – PACE Program

MLA Mark Smith provided Council with details regarding the PACE Program.

6.0 Public Hearing

6.1. Waste Management Bylaw 2019/02/E

A separate set of Minutes were recorded for the Public Hearing on Bylaw 2019/02/E.

6.2. Signage Amending (Temporary Signs) Bylaw 2019/01/D

A separate set of Minutes were recorded for the Public Hearing on Bylaw 2019/01/D.

7.0 Decision Items

7.1. Waste Management Bylaw 2019/02/E, Presented for Second and Third Readings

RESOLUTION #023/19

Councillor McGee moved that Council give Second Reading to Waste Management Bylaw 2019/02/E, as presented.

CARRIED

RESOLUTION #024/19

Councillor McGee moved that Council give Third Reading to Waste Management Bylaw 2019/02/E, as presented.

CARRIED

Mayor Doerksen called a break at 9:48 a.m.

Mayor Doerksen reconvened the meeting at 10:01 a.m.

- 7.2. Proposed Temporary Signage Bylaw for the Town of Drayton Valley, Signage Amending (Temporary Signs) Bylaw 2019/01/D, Presented for Second and Third Readings

RESOLUTION #025/19

Councillor McGee moved that Council give Second Reading to proposed Bylaw 2019/01/D - Signage Amending (Temporary Signs) Bylaw, as presented.

CARRIED

RESOLUTION #026/19

Councillor McGee moved that Council give Third Reading to proposed Bylaw 2019/01/D - Signage Amending (Temporary Signs) Bylaw, as presented.

CARRIED

- 7.3. Town of Drayton Valley Special Event Insurance

RESOLUTION #027/19

Councillor Wheeler moved that Council endorse the Drayton Valley Triathlon, May 11, 2019; and Canada Day Festivities, July 1, 2019, as insured activities of the municipality.

CARRIED

- 7.4. Town of Drayton Valley Tagline

RESOLUTION #028/19

Councillor Peebles moved that Council accept "Pulling Together" as the official tagline for the Town of Drayton Valley.

CARRIED

8.0 Department Reports

- 8.1. Engineering and Development/Capital Project Update

Mr. Wheatley provided an update on the activities of the Engineering Department and Public Works Department.

- 8.2. Community Services and FCSS

Ms. Driessen provided an update on the activities of the Community Services Department.

- 8.3. Emergency Services

Fire Chief Thomson provided an update for Emergency Services.

- 8.4. CAO/Administration

Mr. Rossouw provided Council with an update on various Town activities.

9.0 Council Reports

9.1. Councillor Peebles

- No report was provided.

9.2. Councillor Dodds

- Councillor Dodds was not present to provide a report.

9.3. Councillor Gammana

- January 21: H.W. Pickup Hockey Tournament Fundraiser
- January 22: Meeting with NorQuest to discuss Zero Fee Initiative
- January 24: Rodeo Week Meeting
- January 29: Pembina Physician Recruitment and Retention Committee meeting
- January 31: Joint Council Meeting
- February 1: Bighorn Information Session
- February 5: Rodeo Week meeting

9.4. Councillor McGee

- January 31: Joint Council Meeting
- Meeting with Mr. MacIntosh

9.5. Councillor Wheeler

- Town Organization Sustainability Meeting
- Aquatic Facility Meeting

9.6. Mayor Doerksen

- January 17: meeting with member of the business community
- January 31: meeting with Weyerhaeuser
- January 25: Literacy Day at the Legion
- January 29: Interview regarding the Pembina Physician Recruitment and Retention Committee
- January 31: Joint Council Meeting
- February 5: CBC Panel Discussion in Edmonton

10.0 Adjournment

Mayor Doerksen adjourned the meeting at 11:05 a.m.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

MINUTES OF PUBLIC HEARING

February 6, 2019
BYLAW 2019/02/E

THOSE PRESENT:

Mayor Doerksen
Councillor Gammana
Councillor McGee
Councillor Peebles
Councillor Wheeler
Winston Rossouw, Chief Administrative Officer
Annette Driessen, Director of Community Services
Rick Wheatley, Director of Engineering
Tom Thomson, Fire Chief
Kevin McMillan, Director of Finance
Jennifer Stone, Executive Assistant and Communications

Leonard Rogers, Manager of Information Services
Hari Dusi, Junior Networks & Systems Administrator
Sonya Wrigglesworth, Engineering Project Manager
Matt Ellis, Planner
Cathy Weetman, Western Review
Members of the Public

ABSENT:

Deputy Mayor Ballas
Councillor Dodds

ITEM

Bylaw No. 2019/02/E – Waste Management Bylaw

CALL TO ORDER

Mayor Doerksen declared the Public Hearing open at 9:18 a.m.

PURPOSE OF THE PUBLIC HEARING

To receive comments, concerns, and questions from the public with regard to the following proposed Waste Management Bylaw 2019/02/E for:

- the provision of residential waste management; and
- the inclusion of waste management as a Public Utility.

BACKGROUND

The above Bylaw has received First Reading at the January 16, 2019, Regular Meeting of Council, and may receive Second and Third Readings today, depending upon the comments received at this Public Hearing.

Notification of the Bylaw, requesting comments from the public, and advising them of the Public Hearing, has been provided through in accordance with Town of Drayton Valley Bylaw 2018/07/A (Electronic Advertising Bylaw). To facilitate the Public Hearing process, any comments received (written or verbal) will be presented as a package at the time of the Public Hearing.

CALL FOR COMMENTS FROM THE FLOOR

There were no comments received from the floor.

CALL FOR COMMENTS OR WRITTEN SUBMISSIONS

There were two written submissions received.

ADJOURNMENT

Mayor Doerksen declared the Public Hearing closed at 9:21 a.m.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

MINUTES OF PUBLIC HEARING

February 6, 2019
BYLAW 2019/01/D

THOSE PRESENT:

Mayor Doerksen
Councillor Gammana
Councillor McGee
Councillor Peebles
Councillor Wheeler
Winston Rossouw, Chief Administrative Officer
Annette Driessen, Director of Community Services
Rick Wheatley, Director of Engineering
Tom Thomson, Fire Chief
Kevin McMillan, Director of Finance
Jennifer Stone, Executive Assistant and Communications

Leonard Rogers, Manager of Information Services
Hari Dusi, Junior Networks & Systems Administrator
Sonya Wrigglesworth, Engineering Project Manager
Matt Ellis, Planner
Cathy Weetman, Western Review
Members of the Public

ABSENT:

Deputy Mayor Ballas
Councillor Dodds

ITEM

Bylaw No. 2019/01/D – Signage Amending (Temporary Signs) Bylaw

CALL TO ORDER

Mayor Doerksen declared the Public Hearing open at 9:21 a.m.

PURPOSE OF THE PUBLIC HEARING

To receive comments, concerns, and questions from the public with regard to the proposed changes to the Signage Bylaw 2012/16/D regarding temporary sandwich board/A-board signs. Bylaw 2019/01/D proposes the following changes to Signage Bylaw 2012/16/D:

- 1) Add a definition for Sandwich Board/A-board Signs;

Sandwich Board/A-board Sign “means a type of Temporary Sign that consists of two boards hinged at the top and position to form a triangular shape with the ground”

- 2) Exempt Sandwich Board/A-board Signs from the requirement for a Development Permit, provided the sign:
 - a) *is limited to advertising a yard sale, garage sale, sporting event, not-for-profit community event, the location of real estate for the purposes of public viewing together with the name, logo and contact information of the associated team(s), community organization(s) or realtor/realtor firm.*
 - b) *does not create a safety hazard for passing motorists, cyclists and pedestrians, which includes (but not limited to) being reasonably and securely affixed to the ground or weighted to prevent the sign from being blown onto adjacent roadways and sidewalks during periods of high winds;*

- c) *is not larger than 0.55 square metres, and*
- d) *is removed within 72 hours of it being erected.*

BACKGROUND

The above Bylaw has received First Reading at the January 16, 2019, Regular Meeting of Council, and may receive Second and Third Readings today, depending upon the comments received at this Public Hearing.

Notification of the Bylaw, requesting comments from the public, and advising them of the Public Hearing, has been provided through in accordance with Town of Drayton Valley Bylaw 2018/07/A (Electronic Advertising Bylaw). To facilitate the Public Hearing process, any comments received (written or verbal) will be presented as a package at the time of the Public Hearing.

CALL FOR COMMENTS FROM THE FLOOR

There were no comments received from the floor.

CALL FOR COMMENTS OR WRITTEN SUBMISSIONS

There were two written submissions received.

ADJOURNMENT

Mayor Doerksen declared the Public Hearing closed at 9:24 a.m.

MAYOR

CHIEF ADMINISTRATIVE OFFICER



Town of Drayton Valley Delegation Request Form

Name(s): _____

Organization: _____

Contact Number: _____ Contact E-mail: _____

Mailing Address: _____

Meeting you would like to attend as a Delegation (please check all that apply)*:

Council Meeting

Governance & Priorities Committee Meeting

Special Meeting/Presentation

Administration Meeting

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

Reason for Requesting Delegation:

(information only, request for funding, concern, etc)

Additional Information Provided

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

Please indicate any preference you have for meeting:

Please submit your request by:

Fax: 780.542.5753

E-mail:

admin-support@draytonvalley.ca

In person:

5120-52 ST

TOWN OF DRAYTON VALLEY

REQUEST FOR DECISION



SUBJECT:	Road Closure Request - 8th Annual Drayton Valley Triathlon - May 11, 2019
MEETING:	February 27, 2019 Regular Meeting of Council
PRESENTED BY:	Lynette Nienaber Park Valley Pool Facility Manager

1. PROPOSAL AND BACKGROUND:

The Drayton Valley Triathlon Organizing Committee has attached a letter to Mayor Doerksen and Council regarding the 8th Annual Drayton Valley Triathlon, scheduled for Saturday, May 11, 2019 (Attachment 1).

The Alberta Triathlon Association is the governing body for this event and other sanctioned races in the Province. The Alberta Triathlon Association rules must be followed in order for the Triathlon to be held in Drayton Valley. Pertinent rules that dictate the need for temporary road closures are the width of the race route and the composition and safety of routes that are utilized. The Town's walkway/pathway system is not wide enough, nor even enough to allow cyclists to each have a lane to ride in while travelling in opposite direction, so does not conform to the requirements established by the Alberta Triathlon Association. For these reasons, roadways must be used for the cycling leg of the triathlon.

Therefore, the Committee is requesting Council to authorize temporary road closures immediately surrounding Rotary Park and the additional roads that are utilized by participants, spectators and volunteers for the bike and run routes (Attachment 2). The closure would occur Saturday, May 11, 2019, from 7:00am to approximately 3:00pm.

The temporary road closures are as follows and indicated on the attached maps (Attachment 3):

Rotary Park
51st Avenue between 49th Street and 48th Street
52nd Avenue between 49th Street and 48th Street
48th Street between 51st Avenue and 52nd Avenue

Run/Bike Routes:
48th Street between 52nd Avenue and 55th Avenue
55th Avenue to Meier Avenue and 43rd Street
43rd Street between 55th Avenue and 50th Avenue
50th Avenue between 43rd Street and Range Road 73
Beckett Road between 50th Avenue and 49th Avenue

The Temporary road closures will help to ensure the safety of the triathlon participants, volunteers and spectators.

Residents in the affected areas will be notified of the road closure (Attachment 4). Volunteers on the day of the event are required to fill out the attached waiver form (Attachment 5).

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

The road closures will cause a minor inconvenience to the motoring public on the day of the event for a portion of the day; however, closing of the roads for the event will ensure safe participation for

all involved in the triathlon. Inclement weather or unforeseen circumstances may result in a delay to the start of the race; accordingly, the road closure times would be adjusted.]

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations		
Municipal Bylaws		
Municipal Development Plan		
Sustainability Vision 2019-2021		
Town of Drayton Valley Strategic Plan 2019-2021		
Other Plans or Policies		<p>The Social Development Plan, through its objectives, sets out to:</p> <ul style="list-style-type: none"> • support individual abilities by encouraging citizen engagement; • use the power of local organizations, including service clubs and private enterprises; • make the most of non-traditional assets such as parks, green spaces, and community pride; • build resilience in the community; and • improve the community's quality of life. <p>The Community Sustainability Plan, through its objectives, sets out to achieve the following goals:</p> <ul style="list-style-type: none"> • Arts are celebrated and opportunities to get involved are available for all ages; • Drayton Valley is host to a diversity of talent and creativity; and • Diversity is embraced and all residents are welcomed and involved, and participate in community activities.]

4. POTENTIAL MOTIONS:

- A. [That Council approve the temporary road closures for the Drayton Valley Triathlon on Saturday, May 11, 2019, from 7:00am to approximately 3:00pm for:

Rotary Park area

51st Avenue between 49th Street and 48th Street

52nd Avenue between 49th Street and 48th Street

48th Street between 51st Avenue and 52nd Avenue

Run/Bike Routes:

48th Street between 52nd Avenue and 55th Avenue

55th Avenue to Meier Avenue and 43rd Street

43rd Street between 55th Avenue and 50th Avenue

50th Avenue between 43rd Street and Range Road 73

Beckett Road between 50th Avenue and 49th Avenue

- B. That Council decline the approval of the temporary road closures for the Drayton Valley Triathlon on May 11, 2019.

5. RECOMMENDATION

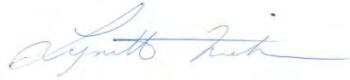

That Council approve the temporary road closures for the Drayton Valley Triathlon on Saturday, May 11, 2019, from 7:00am to approximately 3:00pm for:

Rotary Park area
 51st Avenue between 49th Street and 48th Street
 52nd Avenue between 49th Street and 48th Street
 48th Street between 51st Avenue and 52nd Avenue

Run/Bike Routes:
 48th Street between 52nd Avenue and 55th Avenue
 55th Avenue to Meier Avenue and 43rd Street
 43rd Street between 55th Avenue and 50th Avenue
 50th Avenue between 43rd Street and Range Road 73
 Beckett Road between 50th Avenue and 49th Avenue

6. ATTACHMENTS:

1. Attachment 1: Triathlon Correspondence
2. Attachment 2: Triathlon Route Map
3. Attachment 3: Road Closure Map
4. Attachment 4: Resident Correspondence - affected area
5. Attachment 5: Volunteer Waiver and Release of Liability Form

REPORT PREPARED BY:	Cora Appley	REVIEWED BY:	
APPROVED BY:			



TRIATHLON ORGANIZING COMMITTEE

Box 6837

Drayton Valley, AB T7A 1A1

Phone: (780) 514-2226

Email: lnienaber@draytonvalley.ca

February 8, 2019

Attn: Mayor Michael Doerksen
Town of Drayton Valley
Box 6837
Drayton Valley, AB
T7A 1A1

Dear Mayor Doerksen and Council

This letter is to advise the Town of Drayton Valley Council that planning is underway for the 8th Annual Drayton Valley Triathlon. The 2019 event will be held on Saturday, May 11th. Set up begins the night of May 10th, and final cleanup will be completed by 6:00 p.m. May 11th. As with our previous triathlons, this event will be utilizing the Park Valley Pool, Rotary Park and roads surrounding this area, as well as RR 73 in Brazeau County.

Roads utilized for the route will need to be closed to ensure the safety of all our athletes and volunteers, as well as the general motoring public and spectators. A copy of the road closure map, with road closure times, is attached for your reference. We ask the Public Works Department to supply and drop off barricades and pylons along the route at intersections and back alleys to enhance the safe and temporary road closures requested.

There will be an expected increase in athlete training on the roadways leading up to the Triathlon; the athletes have expressed their appreciation for consideration of increased frequency of sweeping along the triathlon route. Sweeping on Friday May 10th is of particular importance. This sweeping ensures the safety of the athletes prior to the race but especially on race day.

We sincerely appreciate all the support that the Town of Drayton Valley has given to the annual triathlon to make it a successful and much anticipated event.

Sincerely,

Sharron Oakey
Drayton Valley Triathlon, Race Director

ca

THE SPRINT TRIATHLON

Legend

- Medical
- Aid Stations
- Police
- Volunteer Station
- Blue Bike Turn
- Yellow & Green Bike Turn
- Red & Tri-it Bike Turn
- Barricades
- Runners Route
- Bike Route
- Blue Run Turn
- Yellow Run Turn
- Green Run Turn
- Red Run Turn
- Tri-it Run Turn

Draft Legal Map is Separate

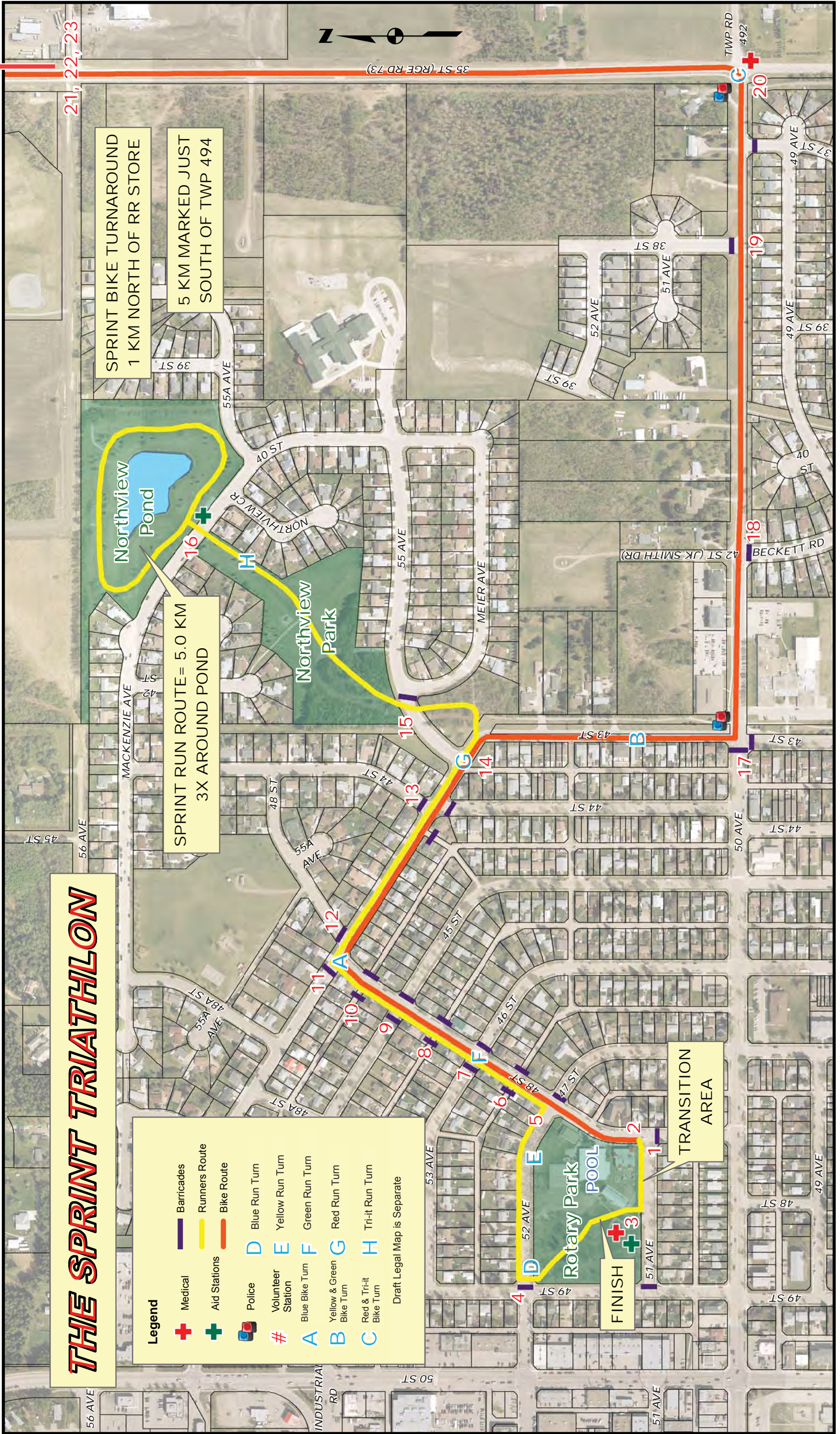
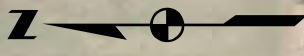
SPRINT BIKE TURNAROUND
1 KM NORTH OF RR STORE

5 KM MARKED JUST
SOUTH OF TWP 494

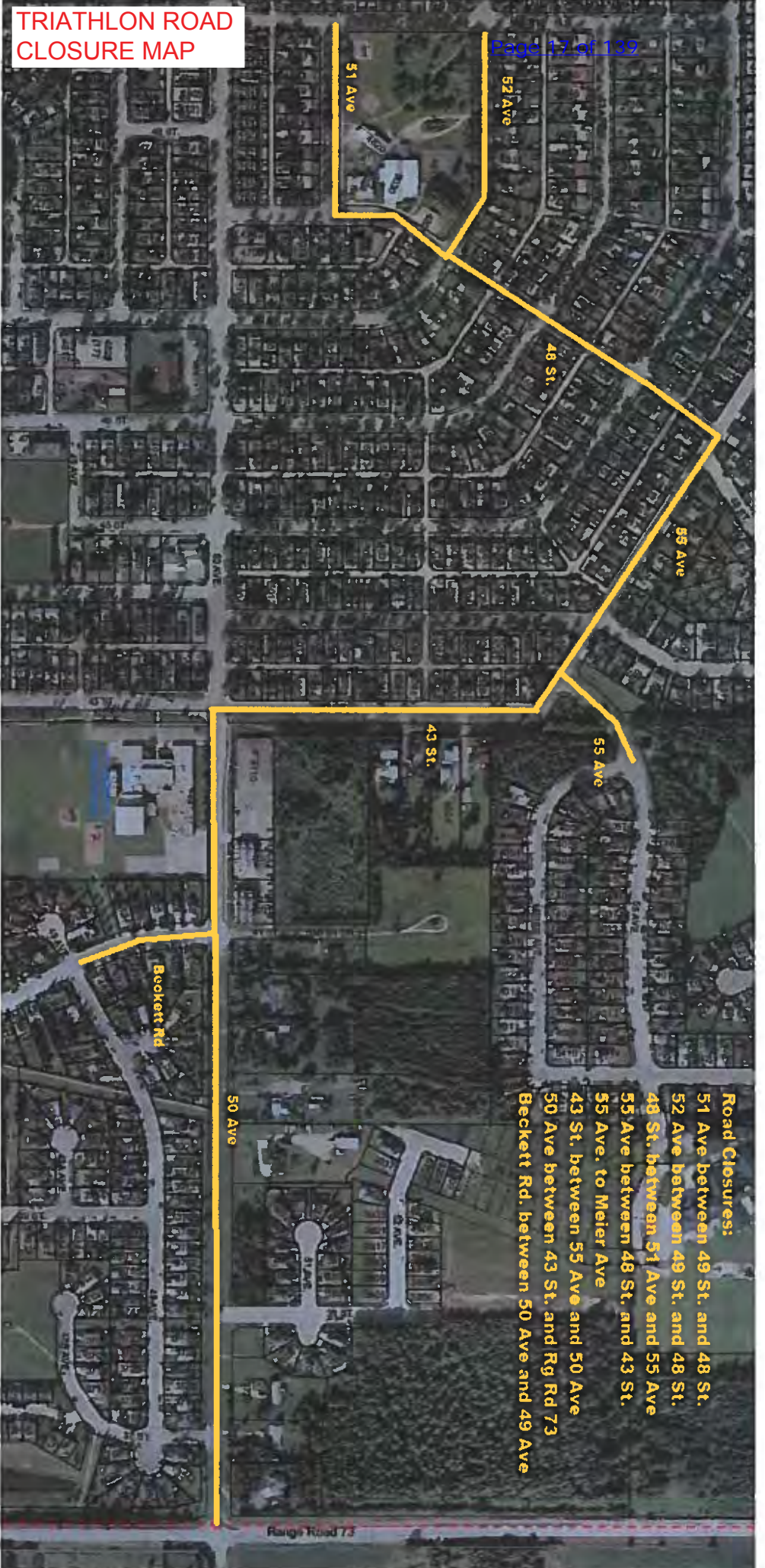
SPRINT RUN ROUTE = 5.0 KM
3X AROUND POND

TRANSITION
AREA

FINISH



**TRIATHLON ROAD
CLOSURE MAP**



Road Closures:

- 51 Ave between 49 St. and 48 St.
- 52 Ave between 49 St. and 48 St.
- 48 St. between 51 Ave and 55 Ave
- 55 Ave between 48 St. and 43 St.
- 55 Ave. to Meier Ave
- 43 St. between 55 Ave and 50 Ave
- 50 Ave between 43 St. and Rg Rd 73
- Beckett Rd. between 50 Ave and 49 Ave



TRIATHLON ORGANIZING COMMITTEE

Box 6837

Drayton Valley, AB T7A 1A1

Phone: (780) 514-2225

TO WHOM IT MAY CONCERN:

Please be advised that the Town of Drayton Valley will be hosting the 8th Annual Drayton Valley Triathlon on Saturday, May 11, 2019 from 7:00am to approximately 3:00pm. This event involves a specific route on Town Roads starting and ending at the Rotary Park. The roads on the route will be closed for the day. This closure means that no vehicle will be allowed to travel on any portion of the road during the race. Additionally, there will be no parking allowed on these roads during the event.

For those residents in the affected areas, if access in or out is required, it will be granted by race officials only when it is safe for race participants. We appreciate your understanding and patience to ensure the Triathlon is a safe event for all involved.

The roads and alleys that are affected by this are:
(map attached: roads in yellow are closed, alley accesses closed)

Rotary Park:

51st Avenue between 49th Street and 48th Street
52nd Avenue between 49th Street and 48th Street
48th Street between 51st Avenue and 52nd Avenue

Run/Bike Routes:

48th Street between 52nd Avenue and 55th Avenue
55th Avenue to Meier Avenue and 43rd Street
43rd Street between 55th Avenue and 50th Avenue
50th Avenue between 43rd Street and Range Road 73
Beckett Road between 50th Avenue and 49th Avenue

The 2019 Triathlon Organizing Committee would like to thank you for your support and cooperation. If you have any questions or concerns before event day, or need to contact officials on race day, please contact the Park Valley Pool (780)514-2225.



VOLUNTEER WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in the

2019 DRAYTON VALLEY TRIATHLON

related events and activities, the undersigned acknowledges, appreciates and agrees that:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS **THE TOWN OF DRAYTON VALLEY & 2019 DRAYTON VALLEY TRIATHLON COMMITTEE**, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant - Print Name

Participant - Signature

Witness - Signature

Date Signed

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above.

Minor - Print Name

Emergency Contact #

Parent/Guardian - Print Name

Parent/Guardian - Signature

Witness Signature

Date Signed

TOWN OF DRAYTON VALLEY REQUEST FOR DECISION

DRAYTON VALLEY



SUBJECT:	Drayton Valley and District Family and Community Support Services (FCSS) Board Member Appointment
MEETING:	February 27, 2019 Regular Meeting of Council
PRESENTED BY:	[Annette Driessen [Director of Community Services

1. PROPOSAL AND BACKGROUND:

Town Bylaw 2018/14/B requires that the Drayton Valley and District Family and Community Support Services (FCSS) Board consist of seven (7) members who shall be appointed by Resolution of Town Council for either a one, two or three-year term.

When vacancies occur, applicants for FCSS Board membership must meet the criteria stated in the Bylaw including place of residence and age group category. As per the FCSS Bylaw, Board members are then selected on the basis of an active interest in FCSS activities and community development as a whole

The membership for Miss Sarah Peltier, Youth Representative expires in October 31, 2019. This appointment is no longer valid however as she has moved away from the community. The position was advertised and one application was received from Miss Natalie Dean.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

The honorariums paid to Board members are considered within the departmental budget for FCSS. Accordingly, there are no additional budgetary implications.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	Yes	Family and Community Support Services Act, Section 2 (a)
Municipal Bylaws	Yes	Family and Community Support Services (FCSS) Board Bylaw 2018/14/B
Municipal Development Plan	N/A	N/A
Sustainability Vision 2019-2021	N/A	N/A
Town of Drayton Valley Strategic Plan 2019-2021	N/A	N/A
Other Plans or Policies	N/A	N/A

4. POTENTIAL MOTIONS:




- A. That Council appoints Miss Natalie Dean as the Youth Representative for the FCSS Board for the remainder of the term, expiring October 31, 2019.
- B. That Council direct Administration to re-advertise the position of Youth Representative for the FCSS Board.

5. RECOMMENDATION

That Council appoints Natalie Dean as the Youth Representative for the FCSS Board for the remainder of the term, expiring October 31, 2019.

6. ATTACHMENTS:

1. Natalie Dean Application for Board/Committee Membership.

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			



TOWN OF DRAYTON VALLEY

Application for Board/Committee Membership

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

NAME: Natalie Dean PHONE _____

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

MAILING ADDRESS:

STREET ADDRESS:

E-MAIL ADDRESS:

OCCUPATION: Disability support worker

I AM INTERESTED IN (SELECT ONE):

- 1 Year Term
- 2 Year Term
- 3 Year Term
- No Preference

Please note that eventually the length of the term is depending on the Board's or Committee's Bylaw, Terms of Reference or similar.

SOME BOARDS/COMMITTEES HAVE SPECIFIC POSITIONS FOR CERTAIN DEMOGRAPHICS, PLEASE ANSWER THE FOLLOWING:

AGE:

- Under 21
- 21-35
- 35-55
- Over 55

MUNICIPALITY OF RESIDENCE:

- Town of Drayton Valley
- Brazeau County
- Other(Please State):

BOARD/COMMITTEE MEMBERSHIP APPLIED FOR: (Please Choose)

- | | |
|---|---|
| <input type="checkbox"/> Aquatic Facility Committee | <input type="checkbox"/> Brazeau Foundation |
| <input type="checkbox"/> Early Childhood Development Centre (Childcare Operational) Board | <input type="checkbox"/> Drayton Valley Municipal Library Board |
| <input checked="" type="checkbox"/> Family and Community Support Services (FCSS) Advisory Board | <input type="checkbox"/> Mayor's Advisory Committee |
| <input type="checkbox"/> Subdivision and Development Appeal Board | <input type="checkbox"/> Other: (Please state) |

I hereby give permission to have my name stand for other vacant positions on Town of Drayton Valley Boards or Committees, should I not be selected to serve on this Board or Committee.

Please note any preferred Boards or Committees: _____

The personal information requested on this form is being collected for the purpose of assessing suitability for appointment to a Board or Committee constituted or formed by the Town of Drayton Valley. It is collected under the authority of Section 33 of the *Freedom of Information and Protection of Privacy Act*, RSA 2000, Chapter F-25, and is used exclusively and expressly for the purpose mentioned above. If you have any questions on disclosure or the use of information, please contact the FOIPP Coordinator at (780) 514-2200.



RELATED EXPERIENCE AND QUALIFICATIONS:

I currently do event and recreational planning as a Disability support worker, as well as work on multiple committees within the organization

BRIEFLY STATE YOUR REASONS FOR APPLYING FOR MEMBERSHIP:

I have an interest in helping out our community and making it better so people will stay

OTHER PERTINENT INFORMATION:

Will you be able to attend all regular meetings and attend to matters which may require allocation of personal time?

YES NO

PLEASE PROVIDE TWO (2) LETTERS OF REFERENCE ATTACHED WITH THIS APPLICATION.

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

SIGNATURE

DATE: Jan 31 2019

Please return the completed form marked

ATTENTION: Administration Department
In Person 5120-52 Street, Drayton Valley
Mail Box 6837, Drayton Valley, AB, T7A 1A1
E-mail admin-support@draytonvalley.ca

The personal information requested on this form is being collected for the purpose of assessing suitability for appointment to a Board or Committee constituted or formed by the Town of Drayton Valley. It is collected under the authority of Section 33 of the Freedom of Information and Protection of Privacy Act, RSA 2000, Chapter F-25, and is used exclusively and expressly for the purpose mentioned above. If you have any questions on disclosure or the use of information, please contact the FOIPP Coordinator at (780) 514-2200

TOWN OF DRAYTON VALLEY REQUEST FOR DECISION



SUBJECT:	Community Grants, First Quarter Allocation
MEETING:	February 27, 2019 Regular Meeting of Council
PRESENTED BY:	Annette Driessen Director of Community Services

1. PROPOSAL AND BACKGROUND:

Community Events Grant

The Town of Drayton Valley recognizes there are non-profit organizations that host community events to raise funds or require donations for worthwhile projects, programs, or services. In an effort to support these organizations, the Town may provide grants to assist with the hosting of community events and initiatives. Funding applications are to be reviewed on a quarterly basis. The first quarter deadline was January 2, 2019.

A total of two (2) eligible applications under Council's purview were received for the Community Events Grant first quarter.

Organization	Event	Date(s)	Request
Aim for Success	I am Empowered Women's Conference	Apr. 13, 2019	\$3,000
Fun with Funds	Montreal Canadiens Alumni Hockey Game	Mar. 16, 2019	\$12,000

There is a total of \$4,700 remaining in the first quarter allocation of the Community Events Grant for the two (2) applications under Council's purview.

The two (2) eligible applications are being submitted for Council consideration.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

The Town identifies in its yearly administration budget a set amount of funding available for grants. The Community Events Grant was allocated \$20,000 for the 2019 Final Budget, which is \$5,000 per quarter.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	N/A	N/A
Municipal Bylaws	N/A	N/A
Municipal Development Plan	N/A	N/A
Sustainability Vision 2019-2021	N/A	N/A
Town of Drayton Valley Strategic Plan 2019-2021	N/A	N/A
Other Plans or Policies	Yes	The Community Sustainability Plan, through its objectives, sets out to achieve the following goals: <ul style="list-style-type: none"> diversity is embraced and all residents are welcomed and involved, and participate in

		<p>community activities;</p> <ul style="list-style-type: none"> • arts are celebrated and opportunities to get involved are available for all ages; • Drayton Valley is host to a diversity of talent and creativity; and • all levels of public engagement within Drayton Valley are high. <p>The Community Events Grant helps organizations and individuals achieve some of the community goals set out in the Social Development Plan, Community Sustainability Plan, and all applications are reviewed under the guidelines contained within Policy No. A-01-01 Support Grants for Community Events.</p> <p>The Social Development Plan, through its objectives, sets out to:</p> <ul style="list-style-type: none"> • support individual abilities by encouraging citizen engagement; • use the power of local organizations, including service clubs and private enterprises; • make the most of non-traditional assets such as parks, green spaces, and community pride; • build resilience in the community; and • improve the community's quality of life.
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4. POTENTIAL MOTIONS:

OPTIONS FOR THE APPLICATION FROM AIM FOR SUCCESS:

- 1) That Council award Aim for Success \$ _____ from the Community Events Grant to help cover costs associated with hosting the I am Empowered Women's Conference - April 13, 2019.
- 2) That Council decline the funding request from Aim for Success to help cover costs associated with hosting the I am Empowered Women's Conference - April 13, 2019.

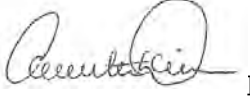

OPTIONS FOR THE APPLICATION FROM FUN WITH FUNDS:

- 1) That Council award Fun with Funds \$ _____ from the Community Events Grant to help cover costs associated with hosting the Montreal Canadiens Alumni Hockey Game - March 16, 2019.
- 2) That Council decline the funding request from Fun with Funds to help cover costs associated with hosting the Montreal Canadiens Alumni Hockey Game - March 16, 2019.

5. RECOMMENDATION

6. ATTACHMENTS:

1. 1st Quarter Grant Applications

REPORT PREPARED BY:	Cora Appleyz	REVIEWED BY:	
APPROVED BY:			



TOWN OF DRAYTON VALLEY

COMMUNITY EVENT GRANT CHECKLIST

OFFICE USE ONLY

Name of Applicant: Aim for Success

Name of Event: I am Empowered Women's Conference - April 13, 2019

CRITERIA		
Policy Requirements:		Notes:
	application (complete, signed and accompanied by supporting documents) received by deadline	Application not signed
✓	benefit the community as a whole or a specific major group within the community	Attendance estimated at 150 - local and non-local
✓	not duplicate past or present local services (unless a need can be demonstrated)	Annual Conference
✓	provide equal access to the service without discrimination	Yes
	not already be receiving direct or indirect support from the Town for the stated service	FCSS has awarded \$2,500 in Grant Funding for the 2019 Conference
✓	address an identified need in the community or contribute to the common good of the community	Empowerment and Self-esteem among females
✓	recognize the Town's contribution to the event or service sponsored	Conference booklet, website, powerpoint, promotional items
✓	other revenue sources have been sought or obtained	Yes - 28 possible sponsors have been approached including Brazeau County.

Additional Information		Notes:
✓	Has the Town directly sponsored this event before?	Yes, Awarded \$750 in 2016 and \$2,000 in 2018 from the Community Event Grant. Awarded \$6,000 in 2017 from Safe & Healthy Communities Grant.
✓	does the organization work to achieve some of the community goals set out in statutory plans (Social Development Plan, Community Sustainability Plan, etc.)?	Yes. Conference supports goals and strategies in both the Social Development Plan and the Community Sustainability Plan

Comments:

Requesting \$3,000 to help with cost of honorariums to workshop facilitators and their travel.

Recommendation to Council:

For consideration by Town Council.



TOWN OF DRAYTON VALLEY COMMUNITY EVENT GRANT APPLICATION FORM

Date: November 15th 2018 Event Date: April 13th 2019

Organization Name: Aim for Success - I Am Empowered Conference

Mailing Address: 4762, 50 Street, Drayton Valley, AB T7A 1P1

Contact Name: Christopher Lees Title: Project Coordinator

Email: christopher.lees@wrsd.ca Telephone: 587 277 0147

ORGANIZATION MANDATE

Description of the organization's mandate:

Aim for Success works to Advance cultures that strengthen the capacity of schools and communities to promote mental health and wellness in its children, youth and families through capacity building, universal programming, mentorship and integration. Aim for Success provides services to 7 schools within Drayton Valley. Utilizing evidence based materials, tools and online media, the Aim for Success team works to empower educators and provide programming that supports mental health and wellness. Together we are helping to build a community of youth who are resilient, mentally well and enjoy life.

STATED SERVICE

Details of the stated service or initiative (including date(s), time(s), location(s) and activities):

Be inspired at the Fourth annual "I Am Empowered" women's conference on April 13th 2019, in celebration of Women across our communities. This one day conference will focus on strengthening the bond between women and enhancing self-esteem, self-confidence and body image. Participants will be empowered and strengthened through a selection of workshops and inspirational messages from inspiring speakers, with this years keynote speaker being Kirsten Anderson. The 2019 Conference will be hosted at the max center and at frank maddock high school.

Number of individuals and/or organizations (please specify) that will benefit from the stated service:

Last year we sold out and had 248 individuals attend the conference, with 60 of those being youth. 42% of the attendees attended from the town of Drayton Valley, while we had a large number travel to the community from as far away as Lethbridge, Calgary and Drumheller. Of those that attended last year 100% reported that the keynote was relevant and meaningful, 93% reported they left feeling more confident and 90% left feeling more self aware and connected. One attendee reported "I love the event it was wonderful and nicely put together. Food and speakers was excellent. You did an amazing job"

Manner in which those individuals and/or organizations will benefit:

When girls hold themselves back because of the way they think they look, society misses out. Research shows that girl's relationship with the way they look has a direct impact on their academic performance. We believe beauty should be a source of confidence, not anxiety. We want to see a community, province and country free of appearance-related anxiety so that girls can grow up to be confident, strong and active members of society. This conference is focused on reshaping women's perception of themselves and in turn helping them to discover what real beauty is. Together building a strong & resilient community

SPONSORSHIP REQUEST

Reason for request from the Town:

This year we celebrate our 4th annual I Am Empowered women's Conference. At this years conference we are offering over 18 workshops, breakfast, lunch and an empowering keynote presentation. The event brings together nearly 250 women from across our community and beyond. This event has grown to become a great opportunity to not only invest in women but to showcase our community and to demonstrate to the province how great things often come from small places. We work hard to keep conference prices affordable and this is only possible through the support of local organizations.

Nature of the request and/or amount requested:

We are requesting \$3,000 to help cover the cost of the workshop honorariums, supplies and the travel of the workshop facilitators to attend and present at the conference

Please attach:

a budget or business plan (showing anticipated revenue sources and expenditures) for the specific service/function requiring sponsorship

a list of other organizations that have been or will be approached for sponsorship

How will sponsoring organizations be recognized?

Recognizing of the sponsoring organizations is given in the following ways:

- Recognition of the sponsoring organization and their level on the cnference day booklet, given to every attendee
- Organization logo on our conference webpage www.iamempoweredconference.ca
- Access to add promotional items to the attendees conference tote bag

BY AFFIXING HIS/HER SIGNATURE BELOW, THE APPLICANT CONFIRMS THAT THE FOLLOWING STATEMENTS ARE TRUE, TO THE BEST OF HIS/HER KNOWLEDGE.

1. The information provided is accurate.
2. The signature below is that of the registered director, board member or authorized designate of the organization requesting sponsorship.
3. I understand and agree that this application for municipal sponsorship, or any information related there to, is not confidential information and may be released by the Town of Drayton Valley.

Applicant's Signature: _____ Date: _____

MAIL TO:
Town of Drayton Valley
Community Event Grant
Box 6837
Drayton Valley, AB T7A 1A1

DELIVER TO:
Town of Drayton Valley
Community Event Grant
5102 - 52 Street
Drayton Valley, AB

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY (FOIP) STATEMENT

The personal information on the Community Event Grant Application is being collected under authority of Section 33(c) of the *Freedom of Information and Protection of Privacy (FOIP) Act* and will be used to administer Grant Funding. The Town of Drayton Valley will use the aggregate data for program planning and evaluation. All personal information will be protected in accordance with the privacy provision of the *FOIP Act*. If you have any questions about the Grant or questions about the collection, use or disclosure of our personal information, please contact the Town of Drayton Valley at (780) 514-2200.

Conference Partnerships 2019

The focus of our annual conference is to bring women together from our community and beyond from all difference demographic populations. In order to do this we have to ensure that the price is affordable and that it is not used a fund generating conference. Each year in spite of this we gift away around a third of our tickets to low income families and women living below the poverty line, as without doing so they would not otherwise b able to attend.

In order for us to achieve our goal, we rely heavily on donations, grants and business partnerships. In the past 2 years we have received grants from FCSS, town of drayton valley, women in business network, 100 women who care and have been supported by the following businesses through planning, physical and financial support. Weyheuser, Intercmm messaging, Petro Canada, Serenity funeral home, Valley fleet, Cooperators insurance, Pembina, Dar Kai, Zinger rentals, bestwestern, Brazeau County and individuals within the community who have donated tickets to women in need.

Our partnerships form the backbone of our conference, with the conference itself being driven by a local committee formed of invested and passionate business women, artists, parents and other caring professionals. Together they bring their passion, experience and empowerment skills to plan, organize and facilitate the annual empowerment conference for women.

This year we have approached the following business to partner and help to support the conference:

- Go west wireless
- Shale clinic
- Winters pharmacy
- Century 21
- Macmillan's pharmacy
- Claro clinic
- Boston pizza
- Value drug mart
- Anytime fitness
- Valley house of flowers
- Polka dot boutique
- Distribution now
- Valley Fleet automotive
- Karach Welding
- Gen7 Environmental
- Intercon Messaging

- Measurement Inc
- Beyond Beauty
- FCSS
- The Community foundation
- Town of Drayton Valley
- Brazeau County
- Big west county
- Zinger rentals
- pembina
- Dar Kai
- Servus credit union
- Nelson Bros



Mission Statement

Aim for Success works to Advance cultures that strengthen the capacity of schools and communities to promote mental health and wellness in its children, youth and families through capacity building, universal programming, mentorship and integration

Who We Are

The Aim for Success team consists of a coordinator, three success mentors. Together using schools as Hubs, the team provides a selection of services that connects the community and programs that promote positive mental health for students and community members. Annually the team supports over 1,300 students through in school programs and initiatives.

Aim for Success is one of 38 projects in a province wide Mental Health Capacity Building in School Initiative. The initiative is led by the Alberta Health Services- Addiction and Mental Health in partnership with Alberta Education and other partners and community agencies, with funding from Alberta Health and Wellness.

As of 2014 Aim for Success provides services to 7 schools across Drayton Valley. Aim was Success' first began serving the community of Drayton valley and The Aim for Success team works to empower educators and students directly and provide them with programming and tools to support around mental health and wellness.

Aim for Success partners to provide local community events and educational opportunities to help reduce the stigma of mental health and bring families together to connect and build stronger communities.

Why are We Needed

Mental health problems in children and youth are common. Research shows that half of all lifetime cases of mental illness begin by age 14. Therefore, early support and intervention are vital to building resiliency.

Our Goal

Our overall goal is to build resiliency skills in children, youth and families and to support children and youth to stay in school and succeed.

Our Model

The model for the initiative has four dimensions which align with each of the four primary objectives. Each dimension is a continuum intended to guide project planning and measurement of progress towards intended outcomes:

Capacity building – At one end of this continuum is the direct delivery of programs moving to the other end where the knowledge, skills and experiences gained from participating in a program are integrated into everyday practices and behaviour.

Programming – The pyramid of intervention is the foundation of this dimension with targeted programming being in between individualized and universal programming *.

Mentorship – The context of the mentorship continuum is the role(s) and functions of project staff. At one end their function is limited to leading programming while at the other end it is mentoring adults, children and youth in the application of knowledge, skills and training in various contexts.

Collaboration – At the community or system level, the impact of programs and services for children and youth is increased dramatically when community stakeholders, schools and industry align policies and practices. This continuum represents a developmental progression beginning with networking and moves through the phases of coordinating, cooperating and collaborating, before ending with integrating

Mental Health

Positive mental Wellness is more than just the absence of mental illness. It can be seen as a state of mental health that allows one to flourish and fully enjoy life. Positive or good mental wellness is not something that we are just born with, it is something that we have to work at and develop. Having positive hobbies, interests and a positive support network around you are just some of the attributes that will help you develop positive mental wellness. Everyone experiences down times in life. The ability to cope with negative experiences varies greatly from one person to another and, in large part, determines whether people enjoy their lives.



I AM - Mother/Daughter Conference 2019 Budget

Expenses Budgetted	Budgetted	Total Cost	Paid	Funding Expected	Actual recieved
Catering	\$4,500.00				
Keynote speaker costs	\$4,500.00			\$5,496.00	
Workshop Honorariums	\$2,000.00			\$3,000.00	
Flower Farm	\$2,000.00			\$5,500.00	
Marketing - Frog belly	\$1,000.00		\$44.73	\$1,000.00	\$500.00
Venue costs	\$960.00			\$3,500.00	
Advertising	\$1,000.00				
Travel costs for workshop presentors	\$600.00				
Supplies	\$400.00				
Photographer	\$500.00				
Hotels for workshops presentors	\$400.00			\$500.00	
Snacks from Cobblestone	\$350.00			\$500.00	
Meeting costs	\$100.00				
Valley house of flowers	\$400.00				
Total	\$18,310.00		\$44.73	\$18,496.00	\$500.00
Dinner Evening (70 people)		Actual			
Catering	\$2,000.00				
Venue costs	\$0.00				
Game and Supplies	\$150.00				
Advertising	\$150.00				
Total	\$2,300.00		\$0.00		\$0.00



TOWN OF DRAYTON VALLEY

COMMUNITY EVENT GRANT CHECKLIST

OFFICE USE ONLY

Name of Applicant: Fun with Funds - Montreal Canadiens Alumni Hockey Game Committee

Name of Event: Montreal Canadiens Alumni Hockey Game - March 16, 2019

CRITERIA	
Policy Requirements:	Notes:
application (complete, signed and accompanied by supporting documents) received by deadline	Yes
benefit the community as a whole or a specific major group within the community	Benefits community as a whole
not duplicate past or present local services (unless a need can be demonstrated)	Similar event in 2018
provide equal access to the service without discrimination	Yes
not already be receiving direct or indirect support from the Town for the stated service	Received \$1,500 in the 2018 4 th Quarter of the Community Event Grant Application Review.
address an identified need in the community or contribute to the common good of the community	Contributes to the good of the community
recognize the Town's contribution to the event or service sponsored	Logos on posters/newspaper ads/promotional items. Also at event
other revenue sources have been sought or obtained	Yes - several targeted, but no funds confirmed Brazeau County will review the application in 2019

Additional Information	Notes:
Has the Town directly sponsored this event before?	2017 - \$1,356 + 2018 - \$1,500 (Toronto Maple Leafs Alumni) 2018 - \$1,500 (Montreal Canadiens Alumni)
Does the organization work to achieve some of the community goals set out in statutory plans (Social Development Plan, Community Sustainability Plan, etc.)?	Broadly meets goals of the Community Sustainability Plan for recreation events and services

Comments:

Requesting up to \$12,000 to support expenses

Recommendation to Council:

For consideration by Council.



TOWN OF DRAYTON VALLEY COMMUNITY EVENT GRANT APPLICATION FORM

Date: December 10, 2018 Event Date: March 16, 2019

Organization Name: Montreal Canadiens Alumni Hockey Game Committee

Mailing Address: 5447 - 43 Ave., Drayton Valley, AB T7A 1K4

Contact Name: Brian Noad Title: Committee Chair

Email: brian@funwithfunds.ca Telephone: 780-260-0058



ORGANIZATION MANDATE

Description of the organization's mandate:

To be a dynamic and proactive committee, dedicated to building on the support and character of being a Drayton Valley community member, through personal or business donations. This will be accomplished by:

- Giving back to the community by hosting a fun, family event;
- Providing funds for local charities and organizations to continue to support the needs of our community;
- Enhance the partnership of business and personal relationships.

STATED SERVICE

Details of the stated service or initiative (including date(s), time(s), location(s) and activities):

March 16, 2019; 5:00 pm @ Drayton Valley Omniplex 1 & 7:00 @ CETC.
Hockey players from the Montreal Canadiens alumni are coming to Drayton Valley to play against 17 community members. Two people have also be selected to play with the former Canadiens. Autograph sessions will occur between periods at the arena and during a dinner reception at the Clean Energy Technology Centre where participants can casually meet the players and even bid to have a player dine at their table. A silent auction will also be on site, as well as a cash bar.

Number of individuals and/or organizations (please specify) that will benefit from the stated service:

Proceeds will be directed by six major sponsors to go towards a local charity or organization. Thus far, the Drayton Valley Community Foundation, Food Bank, Thunder and Cancer Centre have been identified by sponsors. Volunteer groups, such as the newly-formed FMHS Blue & Gold Society will also volunteer and benefit. Local Grade 6 students will be involved in a logo design, and various minor hockey teams will compete via ticket sales to scrimmage against the Canadiens after the first period of the main game, which itself is a family-friendly event for the whole community.

Manner in which those individuals and/or organizations will benefit:

Financially speaking, six major corporate sponsors each chose a local charity or organization, and profits from this event will be divided evenly among them. Intangibles include the opportunity for a wide variety of local individuals, organizations and businesses to share and interact in a fun event as volunteers, spectators and participants.

SPONSORSHIP REQUEST

Reason for request from the Town:

This event is being hosted in the town of Drayton Valley with all proceeds going towards local community organizations and charities. In order to assist in the many costs associated with putting on such a major event and hence maximize the amount of proceeds to be disbursed, we are asking that the Town contribute a combination of funds and in-kind sponsorship.

Nature of the request and/or amount requested:

The costs associated with bringing-in the alumni players is significant, and expected to be nearly \$24,000. Therefore we are hoping to partner with the Town on sharing this cost, and kindly request a contribution of up to \$12,000 to support these expenses.

Please attach:

a budget or business plan (showing anticipated revenue sources and expenditures) for the specific service/function requiring sponsorship

a list of other organizations that have been or will be approached for sponsorship

How will sponsoring organizations be recognized?

The 6 major sponsors will have their logos included on poster and newspaper advertisements, as well as promotional items sold at the event. Anyone can advertise in the game program and all sponsors and volunteer businesses and organizations will be recognized at the game as well as at the dinner reception afterwards via signs, banners, slide show and announcements. As a follow-up, all sponsors will be further acknowledged in the Drayton Valley Western Review. A local Grade 6 student who wins a contest to design our logo, will drop the puck for the ceremonial face-off.

BY AFFIXING HIS/HER SIGNATURE BELOW, THE APPLICANT CONFIRMS THAT THE FOLLOWING STATEMENTS ARE TRUE, TO THE BEST OF HIS/HER KNOWLEDGE.

1. The information provided is accurate.
2. The signature below is that of the registered director, board member or authorized designate of the organization requesting sponsorship.
3. I understand and agree that this application for municipal sponsorship, or any information related there to, is not confidential information and may be released by the Town of Drayton Valley.

Applicant's Signature:  Date: 10/12/2018
Glen Saunders for Brian Noad

MAIL TO:
Town of Drayton Valley
Community Event Grant
Box 6837
Drayton Valley, AB T7A 1A1

DELIVER TO:
Town of Drayton Valley
Community Event Grant
5102 - 52 Street
Drayton Valley, AB

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY (FOIP) STATEMENT

The personal information on the Community Event Grant Application is being collected under authority of Section 33(c) of the *Freedom of Information and Protection of Privacy (FOIP) Act* and will be used to administer Grant Funding. The Town of Drayton Valley will use the aggregate data for program planning and evaluation. All personal information will be protected in accordance with the privacy provision of the *FOIP Act*. If you have any questions about the Grant or questions about the collection, use or disclosure of our personal information, please contact the Town of Drayton Valley at (780) 514-2200.

10-Dec-18

SUMMARY

	BUDGET	ACTUAL
Total Income	\$ 93,600.00	\$ 33,100.00
Total Expenses	\$ 45,935.00	\$ 6,948.47
Difference	\$ 47,665.00	\$ 26,151.53

REVENUE		BUDGET	ACTUAL
Sponsorship			
Major Sponsors	6 @ \$5,000	\$ 30,000.00	\$ 20,000.00
Jersey & Sock Sponsor		\$ 3,500.00	
Program Sponsors		\$ 2,000.00	
Hotel Sponsor		\$ 2,000.00	\$ 2,000.00
T-shirt Sponsor		\$ 2,000.00	\$ 2,000.00
Event Sponsors		\$ 5,000.00	\$ 2,500.00
Players - with Canadiens	2 @ \$1,000	\$ 2,000.00	\$ 2,000.00
Players - vs. Canadiens	11 @ \$500	\$ 5,500.00	\$ 2,500.00
Game only tickets	250 @ \$20	\$ 5,000.00	
Dinner reception	150 @ \$60	\$ 9,000.00	
Game and dinner tickets	100 @ 75	\$ 7,500.00	
Bar		\$ 5,000.00	
Live / Silect Auction		\$ 4,000.00	
50/50 Draw	\$10 each / 3 for \$20	\$ 2,000.00	
Jersey Draw	100 @ \$25	\$ 1,250.00	
T-shirts	150 @ \$15	\$ 2,250.00	
Program sales	300 @ \$2	\$ 600.00	
Program ads	\$600/\$350/\$200 ads; \$2,000	\$ 5,000.00	\$ 600.00
Grants		\$ -	\$ 1,500.00
TOTAL		\$ 93,600.00	\$ 33,100.00

EXPENSES		BUDGET	ACTUAL
Alumni Players		\$ 23,625.00	\$ 6,750.00
Hotel		\$ 1,500.00	
Ice Arena		\$ 800.00	
Hall - CETC		\$ 1,600.00	
Reception Food	250 @ \$22	\$ 5,500.00	
Programs		\$ 2,600.00	
Posters and tickets		\$ 1,000.00	\$ 102.37
Bartenders, Drive Home		\$ 1,000.00	
Facebook advertising		\$ 500.00	\$ 86.35
General advertising		\$ 2,000.00	
Bar		\$ 2,000.00	
Jersey cleaning		\$ -	
Videographer		\$ 500.00	
Canadiens jerseys		\$ 420.00	
T-shirts	150 @ \$11	\$ 1,650.00	
Alumni picture (raffle)		\$ 200.00	
Insurance/Licenses		\$ 600.00	
Flower Farm Red Carpet		\$ 40.00	
Newspaper thank you		\$ 400.00	
Bank fees		\$ -	\$ 9.75
TOTAL		\$ 45,935.00	\$ 6,948.47

Montreal Canadiens Alumni Hockey Game Committee

Brian Noad, Chair	brian@funwithfunds.ca	780-260-0058
Mae Chow	mchow@dcllp.com	780-515-1757
Mardi Dancey	Mardi.dancey@td.com	780-621-2660
Moe Hamdon	moe@hamdon.ca	780-542-0555
Glen Saunders	gsaunders.enterprises@gmail.com	780-542-1757
Corissa Schierman	Corissa.schierman@td.com	780-898-3692
Clayton Seely	C.Seely@crsllp.ca	780-542-4468
Cindy Waronek	cwaronek@gmail.com	780-621-9654

Organizations that have been or will be approached

Sponsors and donations:

- Advantage Manufacturing
- Alberta Tourism
- All Choice Rentals (ACR)
- Anytime Fitness
- Apex Distribution
- Arc Resources
- Associated Aggregates
- ATB
- Bailey's Welding
- Bald Eagle Plumbing
- Bellatrix
- Best Western
- Big West Dodge
- BMO
- Bod Dale Oilfield Services
- Brandette Well Servicing
- Canadian Tire
- Canvac
- Carlson Roberts Sealy Chartered Accountants
- Cause for Critters
- Century 21 Hi-Point Realty
- Chopko Environmental
- Co-operators Insurance
- Country Style Mobile Park
- Cream Compression
- Distribution Now
- Drayton Sand and Gravel
- Drayton Valley Toyota / Go Auto
- Drayton Valley Ford
- Drayton Valley Insurance Agency

- Drayton Valley Western Review
- Duncan Craig LLP
- DV Oilfield Services
- DV Rentals
- Earth and Iron
- Entwistle Concrete
- Ferry Group Holdings
- Gen7 Environmental Solutions
- Hayduk Picker Service
- Hodgson Contracting
- Home Hardware
- Hubb International
- Husky
- Investors Group
- I-Well Oilfield Services
- Jocelyn's Your Independent Grocer
- Kandra Insulation
- Kenspen Energy Services
- Keyera Energy
- LaFarge
- Lakeview Homes
- Lewcam Holdings
- Lincoln County Oilfield Services
- Lydell Group
- Nelson Bros
- Newforce Energy Services
- Norette Oilfield Services
- North Folk Oilfield Services
- NTL Pipelines
- Option Industries
- Parkway Enterprises
- Pembina Pipeline
- Petro Canada North
- Pile Base
- Popular Ridge Grocery Store
- RBC
- Reid Law Office
- ReMax
- Sabine Webb LLP
- Scotiabank
- Sekura Auctions
- Servus Credit Union
- Str8-Up-Inc
- Summit Safety
- Sun Life
- TD Canada Trust

- Techmation Electric and Controls
- Telus
- Total Oilfield
- Trestle Creek
- Valley Concrete
- Value Drug Mart
- Vermillion Energy
- Westbrick Energy
- Western Solutions
- Weyerhaeuser
- Willows Construction
- Witten LLP
- Zelman Enterprises
- Zinger Rentals

Possible Volunteers:

- Cause For Critters
- Drayton Valley Blue and Gold Society
- Drayton Valley Community Bus Association
- Drayton Valley Community Foundation
- Drayton Valley Riggers Rugby Club
- Drayton Valley Thunder
- FMHS Blue and Gold Society

Dinner reception Food Vendor:

- Three Knights Steakhouse and Pizza

TOWN OF DRAYTON VALLEY REQUEST FOR DECISION

DRAYTON VALLEY



SUBJECT:	Recreation and Culture Cost-Sharing Agreement
MEETING:	February 27, 2019 Regular Meeting of Council
PRESENTED BY:	Annette Driessen Director of Community Services

1. PROPOSAL AND BACKGROUND:

The Recreation and Culture Cost-Sharing Agreement between the Town of Drayton Valley and Brazeau County outlines the terms and conditions for the cost-sharing of recreation and culture facilities and services provided by each municipality for the benefit of the greater Drayton Valley and Brazeau community. Over the past year, the Joint Recreation and Culture Ad Hoc Committee has been reviewing the financial information of facilities identified within the Agreement. The Joint Recreation Committee has concluded its review, resulting in the determination of the cost-sharing amounts for the 2019 operating budgets of both municipalities.

The Recreation and Culture Cost-Sharing Agreement is presented as a one year agreement. The previous Agreement saw Brazeau County pay the Town of Drayton Valley \$872,364.00 The new 2019 Agreement will see Brazeau County pay the Town of Drayton Valley \$1,036,000.00. The previous Agreement saw the Town of Drayton Valley pay Brazeau County \$9,222.00. The new 2019 Agreement will see the Town of Drayton Valley pay Brazeau County \$4,845.00.

As the Recreation and Culture Cost-Sharing Agreement addresses the operational budgets only, capital projects are considered outside of the Agreement.

The 2019 Recreation and Culture Cost-Sharing Agreement is presented to Council for its review and approval.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

The approval of the Recreation and Culture Cost-Sharing Agreement will outline the funds that Brazeau County will pay the Town of Drayton Valley for services provided by its recreation and culture facilities, as well as the funds that the Town of Drayton Valley will pay Brazeau County for services provided with the operation of the Brazeau Sports Park.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	N/A	N/A
Municipal Bylaws	N/A	N/A
Municipal Development Plan	N/A	N/A
Sustainability Vision 2019-2021	Yes	The Town of Drayton Valley has an ongoing goal of securing partnerships for the greater good of the community.
Town of Drayton Valley Strategic Plan 2019-2021	Yes	The Town of Drayton Valley recognizes the importance of partnership within our community and other levels of government.
Other Plans or Policies	Yes	The Community Sustainability Plan, through its objectives, sets out to achieve

		<p>the following goals:</p> <ul style="list-style-type: none"> • Diversity is embraced and all residents are welcomed and involved, and participate in community activities; • Recreational facilities and programs are available and accessible for all; and • There are strong, inclusive relationships between municipalities, businesses, academic institutions and other stakeholders. <p>The Social Development Plan, through its objectives, sets out to:</p> <ul style="list-style-type: none"> • Drayton Valley and Brazeau County are vibrant and healthy communities; • Recreational facilities and programs are available and accessible for all; • Residents in the Town of Drayton Valley and Brazeau County are proud of their community; • All residents are welcomed, involved and participate in community activities; and • The Town of Drayton Valley and Brazeau County is a community of resilience.
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4. POTENTIAL MOTIONS:

- A. That Council adopt the Recreation and Culture Cost-Sharing Agreement for the term of January 1, 2019, to December 31, 2019, as presented.
- B. That Council direct Administration to address the _____ in the Agreement and bring the Agreement back to Council at a future date for consideration of approval.

5. RECOMMENDATION

6. ATTACHMENTS:

- 1. Recreation and Culture Cost-Sharing Agreement.

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			

Recreation and Culture Cost-sharing Agreement

THIS AGREEMENT MADE EFFECTIVE THE 1ST DAY OF JANUARY, 2019.

BETWEEN:

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

and

BRAZEAU COUNTY
a Municipal Corporation in the Province of Alberta,
("the County")

WHEREAS:

The Town and the County recognize that intermunicipal cooperation will benefit the citizens of both municipalities and the region as a whole;

The Town and the County have signed an Intermunicipal Cooperation Agreement providing governing principles and guidelines for the development of separate agreements for the sharing, purchasing or joint development of certain municipal services to the mutual benefit of both municipalities, of which this Recreation Agreement is one of those agreements;

The Town and the County recognize that the joint support for regional recreation and cultural services will benefit the residents of the Region and increase the quality of recreation and cultural facilities and programs;

The Town and the County agree that duplicate services do not benefit either municipality;

The Residents of the Town and the County utilize recreation facilities in both municipalities;

The Town and the County agree to share the operating costs of recreation facilities as set out in this Recreation Agreement on a 50/50 basis;

The Town and the County wish to enter into a Recreation and Culture Cost-Sharing Agreement which will set out the scope of services, responsibilities of parties, and cost of services to be provided at facilities as defined in this Agreement.

County _____
Town _____

Version Dated January 31, 2019

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Recreation and Culture Cost-sharing Agreement

THE PARTIES AGREE AS FOLLOWS

ARTICLE 1.0 DEFINITIONS

- 1.1.a. In this Recreation Agreement, the definitions contained in the Intermunicipal Cooperation Agreement attached as Schedule A to this Recreation Agreement and signed by the parties on March 31, 2011 apply to this Agreement.
- 1.2 In addition to the definitions contained in the IMCA, the following definitions apply to this Agreement:
 - 1.2.a. "Capital Asset" means an asset defined as a tangible capital asset in the CICA Public Sector Accounting Handbook section 3150;
 - 1.2.b. "Capital Cost" means the cost for or betterment of a Capital Asset;
 - 1.2.c. "Joint Council Gathering" means a meeting during which the Town Council and the County Council meet jointly;
 - 1.2.d. "Intermunicipal Cooperation Agreement" or "IMCA" means the agreement entered into by the Parties on March 31, 2011;
 - 1.2.e. "Operating Budget" means the budget adopted by Brazeau County Council or Town of Drayton Valley Council as part of its annual budget process which sets out the funding required for Operating Costs;
 - 1.2.f. "Operating Costs" means the costs identified in County Council's or Town Council's Operating Budget for the Facilities and Services;
 - 1.2.g. "Quarter" means a period of three months, ending March 31, June 30, September 30 and December 31 of each year;
 - 1.2.h. "Region" means the area within the boundaries of Brazeau County and includes the area of the Town of Drayton Valley;
 - 1.2.i. "Regional Recreation and Cultural Facility and Services" or "Facility and Services" means a municipally owned recreation or cultural facility located in Brazeau County or the Town of Drayton Valley that serves the recreational or cultural needs of the Region, identified in Schedule B and includes the programming offered at the Facility;
 - 1.2.j. "Residents" means those individuals living within the Region, Town Residents means

County 
Town _____

Recreation and Culture Cost-sharing Agreement

those individuals living within the Town and County Residents means those individuals living within the County; and

- 1.2.k. "User Fee" means the fees charged by a Party for the use of its Facilities, including any programs offered at the Facilities;

ARTICLE 2.0 PURPOSE AND SCOPE OF AGREEMENT

Purpose and Scope of Recreation Agreement

- 2.1. This Recreation Agreement specifies the terms upon which the Town and County have agreed to share the Operating Costs of providing Facilities and Services.
- 2.2. The Parties agree that the provisions of the IMCA expressly apply to this Agreement unless they are expressly modified by this Agreement.
- 2.3. The Parties agree that the principles for cost-sharing for the Facilities and Services should:
 - 2.3.a. be fair and equitable;
 - 2.3.b. create efficiencies in the management of Facilities through the coordination of staffing resources and activities, as managed through the Services provided by the Town and County;
 - 2.3.c. make the Facilities accessible to Residents upon payment of any applicable User Fees imposed by the Town or the County for the Facilities;
 - 2.3.d. enhance the quality and diversity of programming available at the Facilities; and
 - 2.3.e. provide an opportunity for the Parties to deliver cost-effective programming at the Facilities while reducing the possibility of duplicating programming.
- 2.4. The Parties agree to share Operating Costs for the Facilities listed in Schedule B on the basis set out in this Agreement. The Parties agree that they may amend the list of Facilities on an as needed basis, but that the amounts to be paid under this Recreation Agreement will not be adjusted until the review provided for in Articles 3.5 and 3.6.
- 2.5. Each Party is entitled to manage the Facilities it owns in accordance with the purpose and scope of this Agreement, with the exception of the Eleanor Pickup Arts Centre which shall be managed

County 
Town _____

Recreation and Culture Cost-sharing Agreement


in accordance with the Joint Ownership Agreement, dated April 23, 2015, attached as Schedule D.

- 2.5.a. The Parties have entered into separate agreements in relation to Eleanor Pickup Arts Centre (EPAC). The financial arrangements in this Recreation Agreement do not apply to EPAC.
- 2.6. Each Party shall allow access to the Facilities to all Residents, subject to the payment of any User Fees or other charges.
- 2.7. The Town agrees that it shall not:
 - 2.7.a. charge County Residents different User Fees than the User Fees it charges Town Residents; nor
 - 2.7.b. permit Town Residents preferential access to Facilities over County Residents.
- 2.8. The County agrees that it shall not:
 - 2.8.a. charge Town Residents different User Fees than the User Fees it charges County Residents; nor
 - 2.8.b. permit County Residents preferential access to Facilities over Town Residents.

ARTICLE 3.0 TERM AND AMENDMENTS TO THIS AGREEMENT

Term

- 3.1. The term of this Recreation Agreement commences on January 1, 2019 and expires December 31, 2019 unless terminated earlier in accordance with Article 6.
- 3.2. The Parties agree that at the expiry of the initial term, this Agreement shall be automatically renewed for an additional one (1) year term, provided that the Parties:
 - 3.2.a. have conducted a formal review of the Recreation Agreement pursuant to Article 3.5.;
 - 3.2.b. have agreed upon the Facilities to be covered by the Agreement and the cost-sharing provisions; and

County 
Town _____

Recreation and Culture Cost-sharing Agreement

- 3.2.c. have not provided written notice to the other Party indicating a desire to terminate the Agreement pursuant to Article 6.
- 3.3. At the end of the renewal term, if the Parties wish to continue cost-sharing, they may negotiate the terms of a new agreement.

Amendments to this Recreation Agreement

- 3.4. An amendment to this Agreement must:
 - 3.4.a. be agreed to by both Parties; and
 - 3.4.b. be in writing.

Formal Review of this Recreation Agreement

- 3.5. The Parties agree they shall commence the formal review of this Agreement no later than six (6) months prior to the end of the initial term of this Agreement. The Parties agree they shall conclude the formal review no later than thirty (30) days before the end of the initial term of this Agreement, unless that deadline is extended by mutual agreement of the Parties set out in writing.

ARTICLE 4.0 FUNDING AND COST-SHARING

- 4.1. The Parties agree that this Agreement applies only to the Operating Costs for the Facilities and Services.

Capital Costs

- 4.2. The Parties agree that this Agreement does not apply to any costs for capital construction of a new recreation and/or cultural facility and/or the addition to a Facility. For greater clarity, the Parties agree that they will not seek the recovery from the other Party of any capital cost for a Facility or for an addition to a Facility or any new recreation or cultural facility under this Agreement.
- 4.3. A Party may approach the other Party to contribute to a capital cost for a new or improved recreation or cultural Facility. If the other Party agrees to contribute to the capital cost for a new or improved recreation of cultural Facility, the Parties shall enter into a separate agreement setting out the terms of that agreement.

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Recreation and Culture Cost-sharing Agreement

- 4.4. Each Party, when requesting from the other Party a contribution for a capital cost for a new or improved Facility, shall submit such request(s) by September 1st prior to the year the contribution is required. Each Party shall respond no later than January 31st in the year the contribution is required.

User Fees

- 4.5. Each Party may set User Fees for its Facilities without consulting the other Party, as provided for in Articles 2.7. and 2.8;
 - 4.5.a. market rates for the provision of the same facility in neighbouring municipalities,
 - 4.5.b. the actual cost of providing the Facility or Service, and
 - 4.5.c. the desire to make regional facilities accessible to Residents.
- 4.6. A Party may provide input on the User Fees charged by the other Party through:
 - 4.6.a. a Joint Council Meeting,
 - 4.6.b. their respective CAOs, or
 - 4.6.c. when the Agreement is undergoing formal review or renegotiation.

Joint Cost-Sharing of Facilities

- 4.7. Recognizing that the Town incurs Operating Costs for the operation of its Facilities, the County agrees to pay the Town an annual contribution of \$ 1,036,000.00 for the Town's Net Operating Costs, based on the September, 2018 review of the 2017 Operating Costs for the Facilities and Services, as provided for in Article 4.11.
- 4.8. Recognizing that the County incurs Operating Costs for the operation of its Facilities, the Town agrees to pay the County an annual contribution of \$ 4,845.00 for the County's Net Operating Costs based on the September, 2018 review of the 2017 Operating Costs, for the Facilities and Services.
- 4.9. The Parties agree to share the Operating Cost of jointly owned facilities which become governed by this Agreement on the basis of ownership percentage. As provided for in Article 2.5.a.,

County 
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Recreation and Culture Cost-sharing Agreement

Eleanor Pickup Arts Centre (EPAC) is governed by separate agreements and is not governed by this Agreement.

Report and Payment

- 4.10. Starting in 2019, on the fifteenth day following the end of each Quarter, the County shall pay the Town one-quarter (1/4) of the contribution calculated in accordance with Article 4.7.
- 4.11. In 2018, no later than June 30, 2018, the Town shall pay the County its full yearly payment. The Town shall pay the County its full yearly payment for 2019 no later than June 30, 2019.
- 4.12. No later than thirty (30) days after the last day of each Quarter, each Party shall provide the other Party a quarterly report which includes:
 - 4.12.a. A trial balance for each sub-function, the purpose of which is to provide a listing and description of the costs and expenses of the Facilities including the amounts spent to date in the year.

Annual Operating Budget Submissions

- 4.13. No later than October 31st of each year, during the term of this Agreement, each party shall present and provide to the other party an estimate of the Operating Costs to provide the Facilities and Services for the next year, including any anticipated increases and /or decreases to the Operating Costs.

Ownership of Assets and Resources Purchased under this Agreement

- 4.14. Each Party shall retain ownership of its Facilities and all Capital Assets and any equipment purchased to operate or maintain those Facilities.

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Recreation and Culture Cost-sharing Agreement

ARTICLE 5.0 COUNTY AND TOWN OBLIGATIONS IN MANAGING, OPERATING AND MAINTAINING REGIONAL FACILITIES

General Facility Operations and Maintenance Obligations

- 5.1. The Parties shall operate the Facilities:
 - 5.1.a. in accordance with generally acceptable operating and maintenance standards for that Facility;
 - 5.1.b. in an efficient and cost-effective manner; and
 - 5.1.c. with due regard to the Facility Management Principles outlined in Schedule C.

County/Town Obligations

- 5.2. If either Party wishes to provide input in relation to a Facility, it may do so at a Joint Council Meeting or through its Chief Administrative Officer to the Chief Administrative Officer of the other municipality.

ARTICLE 6.0 DEFAULT AND TERMINATION OF THIS AGREEMENT

Notice of Default

- 6.1. If either Party believes that the other Party has failed to perform or observe any covenant contained in this Agreement that the Party is required to perform or observe, the Party not in default shall treat the default as a Concern and must follow the process under Article 4 of the IMCA.
- 6.2. If the default is a failure to pay in accordance with Article 4, the Party not in default shall provide notice to the other Party and request payment within thirty (30) days.

Termination of Recreation Agreement

- 6.3. A Party may not initiate termination of this Agreement until after the Dispute Resolution process outlined in the IMCA has been undertaken to address any concern or issue arising from this Agreement. If a resolution cannot be achieved through the Dispute Resolution process, a Party must provide one (1) year's written notice to the other Party outlining its intention to terminate the Recreation Agreement.

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Recreation and Culture Cost-sharing Agreement

ARTICLE 7.0 GENERAL MATTERS

Conflicts

7.1 If there is any conflict between the body of the IMCA and this Agreement, this Agreement shall govern.

Schedules

7.2. The following Schedules form part of this Recreation Agreement:

Schedule A – IMCA – March 31, 2011

Schedule B – Regional Recreation and Cultural Facilities and Services

Schedule C – Facility Management Principles

Schedule D - Eleanor Pickup Arts Centre Joint Ownership Agreement

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Recreation and Culture Cost-sharing Agreement

Whole Agreement

7.3. This Agreement, when effective, and the IMCA supersede and replace all other existing agreements between the Parties with respect to the subject matter of this Agreement.

This Agreement, approved by resolution of the Council of the Town of Drayton Valley this _____ day of _____, 20____ and the Council of Brazeau County this _____ day of _____, 20____.

Signed this _____ day of _____, 20 ____.

Town of Drayton Valley
Box 6837
Drayton Valley, AB T7A 1A1

Brazeau County
Box 77
Drayton Valley, AB T7A 1R1

Per: _____
Mayor Michael Doerksen

Per: _____
Reeve Bart Guyon

Per: _____
Winston Rossouw, CAO

Per: _____
Jocelyn Whaley, CAO

County _____
Town _____

Recreation and Culture Cost-sharing Agreement

SCHEDULE A INTERMUNICIPAL COOPERATION AGREEMENT, March 31, 2011

SCHEDULE "A"

THIS INTERMUNICIPAL COOPERATION AGREEMENT MADE EFFECTIVE THE 31st DAY OF MARCH, 2011

BETWEEN:

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

and

BRAZEAU COUNTY
a Municipal Corporation in the Province of Alberta,
("the County")

RECITALS

WHEREAS:

The Town and the County recognize that inter-municipal cooperation will benefit the citizens of both municipalities and the region as a whole;

The Town and the County wish to share certain services to the mutual benefit of both municipalities;

The Town and the County recognize that ongoing sustainable development and economic growth may be facilitated by the sharing of services;

The Town and the County agree that duplicate services do not benefit either municipality;



The Town and the County wish to enter an Intermunicipal Cooperation Agreement which will set out the principles governing four separate agreements relating to joint economic development initiatives, joint planning and development services; joint recreational facilities and services and joint water and sewer services and which may govern other future agreements relating to joint services between the Parties;

THE PARTIES AGREE AS FOLLOWS


ARTICLE 1.0 DEFINITIONS

1.1. In this Agreement:

- 1.1.a. "Act" means the *Municipal Government Act*, R.S.A. 2000, c.M-26;
- 1.1.b. "Annexation Settlement Agreement" means the annexation settlement agreement signed by the Parties on November 15, 2010;
- 1.1.c. "Applicable Law" includes all public laws, statutes, codes, acts, orders, by-laws, rules, regulations, regulatory legislation, Governmental Consents, permits, binding policies

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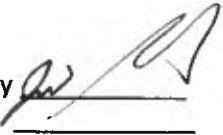
Recreation and Culture Cost-sharing Agreement

and guidelines, and requirements of all Governmental Authorities, which now or hereafter may be lawfully applicable to and enforceable against any Party, including those relating to employment, zoning, building, life/safety, occupancy or possession of land, environment and health;

- 1.1.d. "Chief Administrative Officer" has the meaning attributed to it in section 1(1) of the Act and includes the designate of the Chief Administrative Officer;
- 1.1.e. "Chief Elected Official" has the meaning attributed to it in section 1(1) of the Act;
- 1.1.f. "Concern" includes any matter relating to this Agreement or any agreement contemplated under articles 2.1 and 2.2 that a Party wishes to resolve or discuss with the other Party;
- 1.1.g. "Confidential Information" has the meaning attributed to it in article 7;
- 1.1.h. "Council" means the council of the County or the Town;
- 1.1.i. "County" includes Brazeau County, all County councillors, officers, employees, agents, servants, and authorized contractors; or the area within the boundaries of the County, as the context requires, but does not include the Town of Drayton Valley or the Village of Breton which are located within the boundaries of the County;
- 1.1.j. "County Resident" means any person whose normal place of residence is within the County;
- 1.1.k. "Dispute" means any dispute, claim, difference or question that arises between the Parties concerning the construction, meaning, effect or implementation of this Agreement or any agreement contemplated under articles 2.1 and 2.2 that is referred to mediation or arbitration;
- 1.1.l. "Expert" has the meaning attributed to it in article 4.7(a);
- 1.1.m. "Force Majeure" means an event which is directly or indirectly caused by or is a result of any circumstance beyond the Party's reasonable control, including but not limited to:
 - 1.1.m.1. acts of God,
 - 1.1.m.2. outbreak of hostilities, riots, civil disturbance, acts of terrorism,
 - 1.1.m.3. acts of a government or other authority (that is not caused by an error, omission or breach of law of the Party) and which are resisted by the Party using lawful and reasonable means,
 - 1.1.m.4. fire, explosion, flood, fog or bad weather,
 - 1.1.m.5. power failure or failure of communication lines,
 - 1.1.m.6. theft, malicious damage, strike, lock-out or industrial action of any kind,
 - 1.1.m.7. pandemic or unusual disease outbreak, or

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Recreation and Culture Cost-sharing Agreement

1.1.m.8. labour shortages in the Alberta market for personnel (if the Party seeking to invoke the benefit of this article offers reasonable compensation and terms to employees),

but in no event shall a lack of funds be an event of Force Majeure for a Party;

1.1.n. "Mediation Period" has the meaning attributed to it in article 4.7(d);

1.1.o. "Memorandum of Understanding Implementation Plan" means the implementation plan approved by resolution of Town Council and County Council on December 7, 2010;

1.1.p. "Party" means the Town or the County;

1.1.q. "Town Resident" means any person whose normal place of residence is within the municipal boundaries of the Town; and

1.1.r. "Town" includes the Town of Drayton Valley, all Town councillors, officers, employees, agents, servants, and authorized contractors or the area within the boundaries of the Town, as the context requires.

ARTICLE 2.0 SCOPE OF AGREEMENT AND ACKNOWLEDGEMENTS

Scope of Agreement

2.1. This Agreement sets out the principles and framework for the relationship between the Parties and for the subsequent agreements to be negotiated separately and entered by the Parties in the areas of:

2.1.a. planning and development services;

2.1.b. economic development;

2.1.c. recreational services and facilities; and

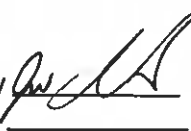
2.1.d. water and wastewater services and infrastructure.

2.2. The Parties acknowledge that they may enter agreements for the provision of joint services between the Town and the County other than the services set out in article 2.1. The Parties agree that any other agreement for the provision of joint services will be consistent with the terms of this Agreement.

2.3. The Parties acknowledge that they have signed the Annexation Settlement Agreement and Memorandum of Understanding Implementation Plan. The background research and preparatory work to assist the Parties in choosing the best model for delivery of the services referenced in article 2.1 shall be as determined in accordance with the Annexation Settlement Agreement and Memorandum of Understanding Implementation Plan.

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Recreation and Culture Cost-sharing Agreement

2.4. Once the Parties have agreed to the best model for the delivery of services, they shall enter a separate agreement setting out the specific terms. The Parties agree that the specific agreements shall be consistent with the terms of this Agreement.

Acknowledgements

2.5. The Parties acknowledge that:

- 2.5.a. duplicate services do not benefit either the Town or the County;
- 2.5.b. shared services provide a sustainable solution for the delivery of services to County Residents and Town Residents;
- 2.5.c. the costs for the provision of shared services should be shared equitably between the Town and the County; and
- 2.5.d. working cooperatively benefits both Parties.

Parties to act honestly and reasonably

2.6. Each of the Parties agrees:

- 2.6.a. to be open, honest and timely in all of their dealings and communications with each other;
- 2.6.b. to act reasonably, fairly and in good faith in carrying out their roles and responsibilities under this Agreement, while being entitled to pursue and protect that Party's own interests,
- 2.6.c. to act reasonably and not arbitrarily in exercising any discretion given under the terms of this Agreement, unless expressly permitted otherwise under this Agreement, and
- 2.6.d. to strive to create a true "win-win" scenario where opportunity reasonably allows and without committing either Party to incur additional costs or make new investments and subject always to the overriding requirement that the Town Residents and County Residents receive quality services.

2.7. The Parties shall provide all services governed by this Agreement and the agreements contemplated in articles 2.1 and 2.2 in accordance with all Applicable Laws.

Warranty of authority

2.8. Each Party to this Agreement represents and warrants to the other Party that it has the full authority, capacity and power to enter into this Agreement and that all necessary actions have been taken to enable it lawfully to enter into this Agreement.

Further assurances

2.9. The Parties shall with reasonable diligence hold all meetings, perform all acts, execute and deliver all documents and instruments, do all such things and provide all such reasonable assurances as may be reasonably necessary or desirable to give effect to the provisions of this Agreement. The Parties agree to pass any bylaws or amendments to bylaws and to provide any

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consents or approvals that are within their power or control which may be required to implement this Agreement within a reasonable time of the signing of this Agreement.

Government Funding

2.10. The Parties shall use their reasonable efforts to facilitate and obtain all available government funding support and funding assistance for the provision of joint infrastructure and service projects contemplated under articles 2.1 and 2.2.

2.11. The Parties shall

2.11.a. aide each other and co-operate in carrying out the intent of the agreements contemplated in articles 2.1 and 2.2; and

2.11.b. shall take all actions necessary to ensure the continued fulfillment of the intent and purpose of the agreements contemplated in articles 2.1 and 2.2.

ARTICLE 3.0 AGREEMENT ADMINISTRATION AND AMENDMENTS

3.1. The Parties agree that they shall formally review this Agreement every 5 years, with the first review in 2016 and the second review in 2021.

3.2. The agreements contemplated in articles 2.1 and 2.2 shall contain provisions specifically addressing the review period for each agreement.

3.3. The Parties shall use the process in Schedule A for the formal review of this Agreement and the agreements contemplated in articles 2.1 and 2.2.

Amendments to this Agreement

3.4. An amendment to this Agreement:

3.4.a. requires the agreement of both Parties; and

3.4.b. shall be in writing.

ARTICLE 4.0 DISPUTE RESOLUTION

Concern addressed by Chief Administrative Officers

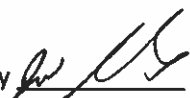

4.1. If an issue of concern (a "Concern") arises between the Parties regarding any matter governed by this Agreement or any agreement contemplated under articles 2.1 and 2.2 :

4.1.a. Either Chief Administrative Officer may provide a notice of Concern to the other Chief Administrative Officer.

4.1.b. The Chief Administrative Officers shall meet and consult in good faith to attempt to resolve the Concern as soon as possible after receipt of the notice of Concern.

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4.1.c. If the Concern is addressed to the reasonable satisfaction of the Party giving the notice (as confirmed by such Party in writing), the Concern shall be deemed to be cured and may not be the basis for further remedies.

Concern addressed by Representatives of Parties

4.2. If the Chief Administrative Officers are not able to resolve the Concern within thirty (30) days of receipt of the notice of Concern referenced in article 4.1.a:

4.2.a. The representatives from each Party set out in article 4.2.b shall meet and consult in good faith to attempt to resolve the Concern as soon as possible.

4.2.b. The following representatives from each Party shall meet to discuss the Concern:

- 4.2.b.1. the Chief Administrative Officer;
- 4.2.b.2. the Chief Elected Official; and
- 4.2.b.3. the Deputy Chief Elected Official.

4.2.c. The quorum for a meeting to discuss a Concern is composed of the Chief Administrative Officer and one elected official from each Party. The Chief Elected Official and the Deputy Chief Elected Officials may send a delegate.

4.2.d. If the Concern is addressed to the reasonable satisfaction of the Party giving the notice (as confirmed by such Party in writing), the Concern shall be deemed to be cured and may not be the basis for further remedies.

Concern addressed by Councils of Parties

4.3. If the Parties' representatives listed in article 4.2.b. are not able to resolve the Concern within sixty (60) days of a Party's receipt of the notice of Concern referenced in article 4.1.a:

4.3.a. The Councils of each Party plus each Party's Chief Administrative Officers shall meet and consult in good faith to attempt to resolve the Concern as soon as possible.

4.3.b. The quorum for a meeting to discuss a Concern is composed of the Chief Administrative Officer and four elected officials from each Party.

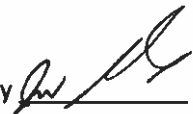
4.3.c. If the Concern is addressed to the reasonable satisfaction of the Party giving the notice (as confirmed by such Party in writing), the Concern shall be deemed to be cured and may not be the basis for further remedies.

Mediation

4.4. If the Parties are not able to resolve the Concern within 90 days of a Party's receipt of the notice of Concern referenced in article 4.1.a, the Concern becomes a Dispute. The Party which issued the original notice of Concern must confirm in writing the nature and scope of the Dispute.

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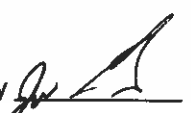

- 4.5. The Dispute must be sent to mediation in accordance with the process in article 4.7, unless both Parties agree to extend the time for discussion under article 4.3 or both Parties agree to forego mediation and have the Dispute arbitrated pursuant to article 5.
- 4.6. If only one Party wishes to extend the time for discussion or to forego mediation, the Dispute must follow the process set out in articles 4 and 5.
- 4.7. If an acceptable resolution is not achieved pursuant to articles 4.1 through 4.3:
 - 4.7.a. The Dispute shall, unless the Parties otherwise agree, be the subject of non-binding and without prejudice mediation by recourse to a person generally recognized as having familiarity with and expertise in the matter which is the subject of the Dispute (an "Expert").
 - 4.7.b. Within fifteen (15) days after the delivery of the confirmation provided for in article 4.4, the Parties shall meet and attempt to appoint a single Expert for non-binding and without prejudice mediation of such Dispute.
 - 4.7.c. If the Parties are unable to agree on a single Expert within such fifteen (15) days period in article 4.7.b., either Party may apply to the Court of Queen's Bench for the appointment of an Expert
 - 4.7.d. The Expert selected by the Court shall promptly mediate the Dispute between the Parties and shall render its recommendation within thirty (30) days of its appointment (the "Mediation Period").
 - 4.7.e. The Parties shall agree to mediation protocols at the start of each mediation.
 - 4.7.f. The Parties shall share equally the costs related to a mediation, unless the Expert recommends otherwise.
 - 4.7.g. Each Party agrees that it will give substantial weight and due regard for the recommendation of the Expert. Notwithstanding the foregoing, following the Mediation Period, each of the Parties shall be entitled to seek resolution of such Dispute in accordance with this Agreement.
- 4.8. The Parties may agree to have a single mediator mediate more than one Dispute at the same time.

ARTICLE 5.0 ARBITRATION

- 5.1. Subject to the specific terms of the agreements contemplated under article 2.1 and 2.2, any Dispute relating to this Agreement or the agreements contemplated under articles 2.1 and 2.2 that cannot be resolved pursuant to article 4 is arbitrable.
- 5.2. If either Party requests binding arbitration of a Dispute under this Agreement, the Dispute shall be arbitrated in accordance with Schedule B.

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5.3. The powers of the arbitrator include the power to direct specific performance. The arbitrator shall not alter, amend or change the terms of this Agreement or an agreement contemplated under articles 2.1 and 2.2.

ARTICLE 6.0 DEFAULT, CONTINUATION AND TERMINATION OF THIS AGREEMENT

Notice of Default

- 6.1. If either Party believes that the other Party has failed to perform or observe any covenant contained in this Agreement that the Party is required to perform or observe, the Party not in default shall treat the default as a Concern and must follow the process under articles 4 and 5.
- 6.2. Article 6.1 applies only to this Agreement and does not apply to an agreement contemplated under articles 2.1 and 2.2.
- 6.3. The agreements contemplated under articles 2.1 and 2.2 shall each contain provisions dealing with default and termination of each specific agreement.

Continuation of IMCA

- 6.4. This Agreement continues for so long as any of the agreements contemplated under articles 2.1 and 2.2 continues in existence.
- 6.5. This Agreement terminates concurrently with the termination or expiry of the last of the agreements contemplated under articles 2.1 and 2.2.
- 6.6. If the Town and the County do not enter any of the agreements contemplated under articles 2.1 and 2.2, this Agreement expires three (3) years from final report of the subcommittees referenced in the Memorandum of Understanding Implementation Plan.



Termination of IMCA

- 6.7. If either Party changes corporate structure, the other Party and the new municipality are not bound by the terms of this Agreement and any agreement contemplated in articles 2.1 and 2.2 unless they both specifically agree to be bound by the terms of this Agreement and any agreement contemplated in articles 2.1 and 2.2. Notwithstanding the foregoing, if the Town changes corporate structure to become a City or if either Party changes its number of councilors or its council structure, it remains bound by the terms of this Agreement and any agreement contemplated in articles 2.1 and 2.2.


ARTICLE 7.0 PRIVACY LEGISLATION AND CONFIDENTIALITY

Recognition of duty to comply with privacy legislation

- 7.1. Notwithstanding the termination or expiry of this Agreement, the Parties acknowledge that information and records compiled or created under this Agreement which are in the custody of either Party are subject to the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c.F-25.
- 7.2. The Town and the County shall collect, use and disclose any personal information in relation to this Agreement and the agreements contemplated by articles 2.1 and 2.2 only in accordance

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with the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c.F-25 and any other similar or related legislation.

- 7.3. If a Party receives a third party request for any of the records held by it arising from the provisions of this Agreement or an agreement contemplated under articles 2.1 and 2.2, the Party shall notify the other Party as soon as possible about the request and shall respond to the third party request in accordance with the provisions of the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c.F-25.

Confidentiality

- 7.4. The Town and the County agree that any data or other information obtained by them in the course of this Agreement and any of the agreements contemplated under articles 2.1 and 2.2 are confidential (the "Confidential Information") and are to be used only for the purpose of fulfilling this Agreement and the agreements contemplated under articles 2.1 and 2.2.
- 7.5. The Town and the County shall ensure that any and all Confidential Information is not disclosed or made known to any other person by the Town or the County or anyone employed by or under them, except for the purpose of fulfilling this Agreement and the agreements contemplated under articles 2.1 and 2.2.

Injunctive Relief Available



- 7.6. The Parties each acknowledge that:
 - 7.6.a. in the event of an unauthorized disclosure of any Confidential Information by or through the other Party, the damage incurred by the Party whose Confidential Information is disclosed will be difficult, if not impossible to ascertain, will cause irreparable harm, and will not be compensable in damages, and
 - 7.6.b. notwithstanding any other provision of this Agreement, such Party may seek injunctive relief against the disclosing Party for breaching the obligations set out in this article.



ARTICLE 8.0 INSURANCE AND INDEMNITY

Town and County to carry insurance

- 8.1. Each Party shall, at its own cost and expense and without limiting its obligations in this Agreement, obtain and maintain annual policies of insurance, providing for coverage at least as extensive as the following:
 - 8.1.a. comprehensive general liability insurance in the amount of not less than \$5,000,000.00 (FIVE MILLION DOLLARS) inclusive per occurrence for bodily injury (including death) and property damage, including loss of use thereof. The insurance shall include coverage for all operations of the insured in so far as they may be insurable and shall include premises and operations liability, products and completed operations liability, blanket contractual liability, cross liability, contingent employer's liability, and owner's and contractor's liability. The insurance shall be in the name of the Party, and also include as unnamed insureds, all officers, directors, agents and employees of the Party.

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- 8.1.b. standard automobile insurance, covering bodily injury (including death) and property damage in the amount of not less than \$2,000,000.00 (TWO MILLION DOLLARS) per accident or occurrence,
- 8.1.c. non-owned automobile insurance covering bodily injury (including death) and property damage in the amount of not less than \$2,000,000.00 (TWO MILLION DOLLARS) per occurrence,
- 8.1.d. all risk insurance covering direct physical loss or damage to the insured Party's equipment, inventory and stock in trade in an amount that is reasonable having regard for the obligations of the Parties under this Agreement, and
- 8.1.e. such other insurance in amounts and upon terms agreed by the Parties, each acting reasonably.

- 8.2. The agreements contemplated under articles 2.1 and 2.2 shall each contain provisions dealing with:
 - 8.2.a. waivers of subrogation; and
 - 8.2.b. which party shall bear any deductible.

Insurers that may be used

- 8.3. All policies required under article 8.1 or under any agreement contemplated under article 2.1 and 2.2 shall be through an insurer authorized to provide insurance in the Province of Alberta and in a form satisfactory to the other Party acting reasonably or may be through and in the form used by the collective plan of the Alberta Urban Municipalities Association (AUMA) or the Alberta Association of Municipal District and Counties (AAMD&C).

Evidence of insurance required

- 8.4. Each Party shall provide the other Party, on reasonable advance notice, with evidence of all or any of the insurance policies required under article 8.1 or under any agreement contemplated under article 2.1 and 2.2 upon request.

Duty to notify of cancellation, change etc.


- 8.5. Each Party shall notify their respective insurers of the terms of this Agreement, and, when completed, the terms of the agreements contemplated under articles 2.1 and 2.2, and obtain from their insurers confirmation that their insurers are aware of the terms of these agreements.
- 8.6. Each Party shall provide the other Party with 30 days prior written notice of any cancellation, material change or intent to lapse of any policies of insurance required under article 8.1.

Indemnity by the County

- 8.7. Except as otherwise provided in the agreements contemplated under articles 2.1 and 2.2, the County shall indemnify and hold harmless the Town, its councillors, officers and employees and each of them from and against, any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the Town or such individuals including costs as between solicitor and client) which may be brought or made against the Town or such individual or which the Town or such individuals may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or performed by the County or any negligent act or omission of the County, its agents, officers, servants or employees, its sub-contractors or

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suppliers in connection with or arising out of this Agreement or the performance of this Agreement.

Indemnity by the Town



- 8.8. Except as otherwise provided in the agreements contemplated under articles 2.1 and 2.2, the Town shall indemnify and hold harmless the County, its councillors, officers and employees and each of them from and against, any and all liabilities, claims, suits or actions, costs, damages and expenses (and without limiting the generality of the foregoing, any direct or indirect losses, costs, damages and expenses of the County or such individuals including costs as between solicitor and client) which may be brought or made against the County or such individual or which the County or such individuals may pay or incur as a result of or in connection with any breach, violation or non-performance of any covenant, condition or agreement of this Agreement required to be fulfilled, kept, observed or performed by the Town or any negligent act or omission of the Town, its agents, officers, servants or employees, its sub-contractors or suppliers in connection with or arising out of this Agreement or the performance of this Agreement.
- 8.9. Articles 8.7 and 8.8 survive the termination or expiry of this Agreement and the termination or expiry of any of the agreements contemplated under articles 2.1 and 2.2.

ARTICLE 9.0 FORCE MAJEURE

- 9.1. A Party shall not be considered in breach of this Agreement or an agreement contemplated under articles 2.1 or 2.2 or under any liability to the other Party for non-performance, part performance, defective performance or delay in the performance of its obligations under this Agreement or an agreement contemplated under articles 2.1 or 2.2, as a result of an event of Force Majeure.
- 9.2. Notwithstanding any other provision of this Agreement, if, by reason of Force Majeure, a Party is unable to perform in whole or in part its obligations under this Agreement or an agreement contemplated under articles 2.1 or 2.2, then in such event and only during such period of inability to perform, such Party shall be relieved of those obligations to the extent it is unable to perform. Such inability to perform caused by the Force Majeure shall not make such Party liable to any other, and any time period in which such obligation is to be performed shall be extended for such period of inability to perform.
- 9.3. Despite the relief granted by articles 9.1 and 9.2, the Party who invokes the benefit of that article shall nevertheless endeavour, acting reasonably, in any situation to perform its obligations to the extent possible and as soon as possible.
- 9.4. A Party shall not be entitled to relief under articles 9.1 and 9.2 in any circumstances where it has caused or substantially contributed to any delay or failure in the performance of its obligations by any default on its part.
- 9.5. In the event a Party wishes to invoke the benefit of article 9.1 and 9.2, that Party shall promptly notify the other Party in writing of the reasons and the likely duration of the period during which

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there will be non-performance, part performance, defective performance or delay in the performance of its obligations.

- 9.6. Immediately the circumstances giving rise to the event of Force Majeure cease, the Party who has invoked the benefit of Force Majeure must notify the other Party of the cessation.

ARTICLE 10.0 GENERAL MATTERS

General

- 10.1. Articles 10.1 through 10.32 apply to the interpretation of this Agreement.

Agreement not to be interpreted as fettering statutory duties

- 10.2. This Agreement is not to be interpreted as fettering any power granted to either Party by statute that the Party is required to exercise.

Headings

- 10.3. The captions and headings appearing in this Agreement are inserted merely to facilitate reference and shall have no bearing on the interpretation of its provisions.

Conflicts

- 10.4. If there is any conflict between the body of this Agreement and an agreement as contemplated under articles 2.1 and 2.2, the agreement contemplated under articles 2.1 or 2.2 shall govern.

Statute references

- 10.5. A reference to a statute or a regulation includes all amendments and substitutions made from time to time.

Inclusive terminology

- 10.6. "Including" and "includes" means "including without limitation" and "includes without imitation" respectively.

Interpretation of Shall and May

- 10.7. In this Agreement and in the agreements contemplated in articles 2.1 and 2.2, the word "may" shall be construed as permissive and empowering. The words "must" and "shall" are to be construed as imperative.

Number

- 10.8. Words in the singular include the plural and words in the plural include the singular, unless the context requires otherwise.

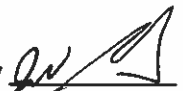
Gender

- 10.9. Words importing gender include both genders, and words importing persons include natural persons, firms, partnerships, corporations and other entities.

Contra Proferentum

- 10.10. The "contra proferentum" rule shall not apply to the interpretation of this Agreement.

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Schedules

10.11. The following Schedules form part of this Agreement:

Schedule A – Agreement Review Procedure

Schedule B – Arbitration Procedures

Severability

10.12. If any part of this Agreement is void, prohibited or unenforceable, this Agreement shall be construed as if such part had never been part of this Agreement.

Severability and Enforceability

10.13. If any provision of this Agreement is determined to be invalid, illegal or unenforceable as written, such provision shall be enforced to the maximum extent permitted by Applicable Law, failing which such provision will be deemed to be severable from this Agreement and will not affect the remainder of this Agreement.

Whole Agreement

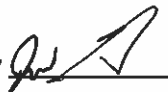
10.14. Except for the agreements set out below, this Agreement shall, when duly executed, supersede and replace all other existing agreements between the Parties with respect to the subject matter of this Agreement:

- 10.14.a. Settlement Agreement;
- 10.14.b. Memorandum of Understanding Implementation Plan;
- 10.14.c. Memorandum of Agreement dated August 23, 1989 (Joint Fire Fighting Operations);
- 10.14.d. Master Agreement dated January 16, 1990 (Seniors Housing);
- 10.14.e. Cost Sharing Agreement dated July 11, 1995;
- 10.14.f. Cost Sharing Agreement dated September 20, 2007 (Recreation);
- 10.14.g. Memorandum of Agreement dated January 1, 1999 (Library Agreement)
- 10.14.h. Memorandum of Agreement for Supply of Water and Sanitary Sewer Services dated May 2, 2002;
- 10.14.i. Sand and Salt Storage Shed Joint Use Agreement dated March 15, 2006;
- 10.14.j. Memorandum of Agreement for Transportation Networks and Storm Management Infrastructure dated June 25, 2002; and
- 10.14.k. Protocol of Principles dated February 24, 2010.

10.15. The Parties agree that there are no representations, warranties or agreements, either written or oral, relating to the subject matter of this Agreement which:

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- 10.15.a. are binding on the Parties, and
- 10.15.b. are not contained in or referred to in this Agreement.

Modification and Changes

10.16. This Agreement cannot be changed or modified except by another agreement in writing signed by the Parties.

Availability of remedies

10.17. The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall be in addition to, and shall not operate in limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law unless expressly stated to the contrary.

Waiver

10.18. To be effective, any waiver of a covenant under this Agreement or an agreement contemplated under articles 2.1 and 2.2 shall be in writing signed by the Party waiving the rights under that covenant.

10.19. A failure by a Party to insist on the strict performance of any covenant in this Agreement or an agreement contemplated under articles 2.1 and 2.2 in anyone or more instances shall not be construed as a waiver or relinquishment of that covenant in a subsequent instance.

Governing law and attornment

10.20. The law of the Province of Alberta shall govern this Agreement and the agreements contemplated under articles 2.1 and 2.2 and the interpretation of this Agreement and the agreements contemplated under articles 2.1 and 2.2. The Parties attorn solely to the jurisdiction of the courts in the Province of Alberta.

Time

10.21. Time is of the essence under this Agreement.

Extensions or Abridgements of Time

10.22. The time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the Parties or by their respective counsel who are hereby expressly appointed in that regard.

Survival

10.23. Any provisions of this Agreement which, expressly or by their nature, extend beyond the termination of this Agreement, shall survive any termination or expiry of this Agreement or any agreement contemplated by articles 2.1 and 2.2.

No partnership or Joint Venture

10.24. This Agreement shall not constitute, create, give effect to or imply a partnership, joint venture or formal business organization of any kind and no other relationship shall be created between the Parties by virtue of this Agreement or any acts of the Parties.

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No agency

10.25. Except as expressly provided for in this Agreement, a Party shall not make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party, it being expressly agreed that one Party cannot act as an agent for the other.

Notices

10.26. All notices under this Agreement or any agreement contemplated under articles 2.1 and 2.2 must be in writing and must be delivered to:

10.26.a. the Town at:

Town of Drayton Valley
Box 6837
5120 – 52nd Street
Drayton Valley, AB T7A 1A1

Attention: Chief Administrative Officer
Phone: 780-514-2200
Fax: 780-542-5753

WITH A CONCURRENT COPY TO:

Kennedy Agrios LLP
Barristers and Solicitors
1325-10180 101 St NW
Edmonton, AB T5J 3S4

Attention: Janice Agrios, Q.C.
Phone: 780-969-6900
Fax: 780-969-6901

10.26.b. the County at:

Brazeau County
Box 77
5516 Industrial Road
Drayton Valley, AB T7A 1R1

Attention: Chief Administrative Officer
Phone: 780-542-7777
Fax: 780-542-7770

WITH A CONCURRENT COPY TO:

Shores Jardine LLP
Barristers and Solicitors
1800- 10250 - 101 Street
Edmonton, AB T5J 3P4

Attention: Gwendolyn J. Stewart-Palmer
Phone: 780-448-9275
Fax: 780-423-0163

10.27. To be effective, a notice under this Agreement must be:

10.27.a. properly addressed, and

10.27.b. delivered by hand, sent by courier, sent by registered mail or sent by facsimile transmission.

Assignment

10.28. This Agreement is not assignable, in whole or in part, by either Party without the written consent of the other Party, which consent may not be unreasonably withheld.

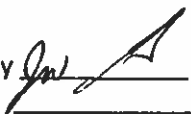

Enurement

10.29. This Agreement is binding on the Parties and shall enure to the benefit of and be binding upon the approved assigns and successors of each of the Parties.

Third Parties

10.30. None of the rights or obligations of any Party under this Agreement or any agreement contemplated by articles 2.1 and 2.2 shall enure to the benefit of or be enforceable by or against

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any Party other than the Parties to this Agreement and their respective successors and permitted assigns.

Compliance with laws

10.31. Each Party shall:

10.31.a. comply with Applicable Laws, and


10.31.b. obtain and maintain in force all licenses, permits and certificates required in the performance and fulfillment of its obligations under this Agreement.

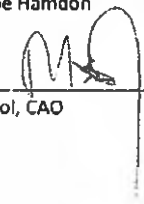
Counterparts

10.32. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

This Intermunicipal Cooperation Agreement approved by resolution of Council of the Town of Drayton Valley this 9th day of March, 2011 and Brazeau County this 29th day of March, 2011.

Executed by the Parties this 31st day of March 2011.

Town of Drayton Valley
Per: 
Mayor Moe Hamdon

Per: 
Manny Deol, CAO

Brazeau County
Per: 
Reeve Wes Tweedle

Per: 
Ron McCullough, CAO

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SCHEDULE A FORMAL REVIEW PROCESS FOR THE AGREEMENT

1. Each Party shall identify the areas of the Agreement which it believes requires amendment or discussion.
2. By no later than June 30 of each year, the Chief Administrative Officers for the Parties shall:
 - a. send notice to the other Party regarding any areas of the Agreement which the Party wishes to discuss;
 - b. meet to discuss any items identified by either Party.
3. The Chief Administrative Officers will use their best efforts to resolve any issues which have arisen during the past twelve month period which do not require an amendment to the Agreement.
4. If they cannot resolve the issues identified and the matter requires an amendment to the Agreement, the Chief Administrative Officers will report back to their respective Councils regarding the items which require amendment.
5. If a matter requires an amendment to the Agreement, each Party shall create a negotiating committee comprised of the Chief Elected Official, the Chief Administrative Officer and one member of Council and an alternate member of Council to negotiate the amendment.
6. Every five years, the Councils of the Parties shall meet to review the Agreement. No less than 30 days prior to that meeting, each Party shall provide to the other written notice of
 - a. any items which it wishes to discuss, including any suggested amendments and the text of any proposed changes to the Agreement; and
 - b. those items raised by its Chief Administrative Officer at the yearly meetings and the resolution of those items.
7. The first review by the Councils of the Parties shall occur in 2016.
8. The second review by the Councils of the Parties shall occur in 2021.

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SCHEDULE B ARBITRATION

1. In accordance with the requirements of section 5(2) of the Arbitration Act, R.S.A. 2000, c.A-43, if a Dispute arises between the Parties then such Dispute shall be settled by arbitration in accordance with the following terms and conditions.

2. The Parties have agreed to a Dispute resolution mechanism as follows.

Nature of the Dispute

3. The Party desiring to refer the Dispute for arbitration (the "Disputing Party") shall notify the other Party (the "Other Party") in writing of the details of the nature and extent of the Dispute.

4. Within fifteen (15) days of receipt of such notice, the Other Party shall, by written notice, advise the Disputing Party of all matters referred to in the initial notice which the Other Party takes issue.

5. The terms of reference for arbitration shall be those areas of Dispute referred to in the initial notice which remain in dispute.

6. The Parties shall have the power to obtain the assistance, advice or opinions of such engineers, surveyors, appraisers, or other experts as they may think fit to present to the arbitrator.

Selection of the Arbitrator

7. Immediately following the identification of the terms of reference, the Parties shall meet and attempt to appoint a single arbitrator.



a. If the Parties refuse to meet, or are unable to agree on a single arbitrator after having met, then the Disputing Party shall notify the Other Party, naming three (3) persons that the Disputing Party would accept to have as a single arbitrator.

b. If such a request is made, the Other Party shall respond in writing within five (5) business days of receipt of the request to arbitrate, either accepting one of the persons named by the Disputing Party or naming three (3) persons that the Other Party would accept to have act as single arbitrator.

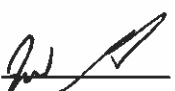

c. If the Disputing Party finds one or more of the persons suggested as arbitrator acceptable, the Parties shall proceed to arbitration in accordance with Schedule B.

d. If the Disputing Party finds none of the arbitrators suggested by the Other Party acceptable, then within five (5) business days of receiving the list of persons, the Disputing Party shall respond in writing naming three (3) alternative persons that it would accept to have act as a single arbitrator.

e. The Other Party shall respond within a further five (5) business days.

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- f. Both Parties shall act reasonably throughout.
- g. If the Parties cannot agree to an arbitrator in accordance with the above procedure, either Party may proceed on application to the Court of Queen's Bench of Alberta to have arbitrator appointed with a minimum of 5 business days' notice to the other party.
- h. If the Parties have elected to have their Dispute settled by arbitration, then they shall appoint one of the arbitrators chosen in accordance with paragraph 7 within five (5) business days of receipt of the name of an acceptable arbitrator.

Nature of the Dispute

- 8. Once the arbitrator has been appointed and has accepted the appointment, the Disputing Party shall provide the arbitrator and the Other Party with a written submission outlining the Disputing Party's position in relation to the matters identified to be in dispute pursuant to sections 4-6 of Schedule B within twenty (20) business days of the appointment of the arbitrator.
- 9. The Other Party shall provide its response to the written submission within twenty (20) business days of receipt of the Disputing Party's written submission.
- 10. The Disputing Party may, within fifteen (15) business days of receipt of the Other Party's submission, provide the arbitrator and the Other Party with a rebuttal in writing.
- 11. Thereafter, if the Parties agree, the arbitrator may hear oral submissions.
- 12. Within twenty (20) business days of receipt of the rebuttal or, if oral submissions are provided, within twenty (20) business days of the conclusion of such oral submissions, the arbitrator shall deliver his/her written decision with reasons which shall be final and binding on the Parties.
- 13. Both Parties shall pay the cost of the arbitration equally unless the arbitrator determines that one Party should bear all of the costs of the arbitration and so indicates in his decision.
- 14. Notwithstanding that a matter has become the subject of arbitration, the Parties shall, where reasonably possible, proceed with all other matters and things under this Agreement as if such matter had been settled and the Dispute determined to the intent that no arbitration procedure shall delay the expeditious operation of the terms of this Agreement.
- 15. The time taken for any arbitration that further delays a Party in the performance of anything or act shall be added to the time of performance unless the arbitrator finds that the delay in performance was not beyond the reasonable control of the Party required to perform.

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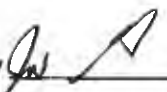
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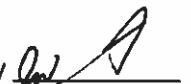

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SCHEDULE B REGIONAL RECREATION AND CULTURAL FACILITIES AND SERVICES

For the purpose of this Recreation Agreement, the following is a list of Regional Recreation and Cultural Facilities and services:

Facility	Town Ownership	County Ownership	Town Percentage Share	County Percentage Share
Omniplex (Curling Rink, Fitness Centre)	✓		50	50
Park Valley Pool	✓		50	50
4-S Skate Park	✓		50	50
Splash Park	✓		50	50
MacKenzie Conference Centre	✓		50	50
Brazeau Sports Park ("Class A" Sports Field)		✓	50	50
Drayton Valley "Class A" Sports Fields: <ul style="list-style-type: none"> ▪ Soccer Pitches: <ul style="list-style-type: none"> ○ West Valley Park ○ Park Place ▪ Ball Diamonds: <ul style="list-style-type: none"> ○ West Valley Park (1,2,4,5,19) 	✓		50	50
Two Tennis Courts <ul style="list-style-type: none"> ○ Rotary Park ○ Hospital 	✓		50	50
Eleanor Pickup Arts Centre	50%	50%	Not governed by this Agreement	Not governed by this Agreement

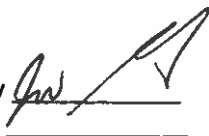
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SCHEDULE C FACILITY MANAGEMENT PRINCIPLES

1. **Access and Equity:** Promote fair and equitable access to Facilities in terms of allocation of time as well as in the application of fees and charges.
2. **Efficient Use:** Promote efficient use of Facilities by maximizing usage, creating efficient booking procedures and ensuring that the Parties are receiving fair compensation for the usage of Facilities.
3. **Diversity:** Promote a wide range of program opportunities through the Facilities.
4. **Youth Sport Development:** Promote the role that Facilities can play in the development of minor sport, and the healthy development of children and youth.
5. **Partnership:** Promote the importance of partnerships in the delivery of activities (minor sport and community associations).
6. **Ease of Use:** Policies should be easy for user groups to understand, and for each municipality to implement.
7. **Citizen Engagement:** Engage citizens in designing and implementing recreation, culture and parks planning.

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SCHEDULE D ELEANOR PICKUP ARTS CENTRE JOINT OWNERSHIP AGREEMENT

THIS AGREEMENT made effective the 23rd day of April, 2015.

BETWEEN:

Town of Drayton Valley
A municipality incorporated in the Province of Alberta
(hereinafter referred to as the "Town")

OF THE FIRST PART

AND

Brazeau County
A municipality incorporated in the Province of Alberta
(hereinafter referred to as the "County")

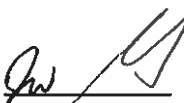
OF THE SECOND PART

JOINT OWNERSHIP AGREEMENT

RECITALS

- A. The Town and County are municipalities which wish to pursue mutual interests to benefit the residents of the municipalities;
- B. The Town and County have entered into an Inter-municipal Cooperation Agreement dated March 31st, 2011;
- C. The County has agreed to purchase and the Town has agreed to sell a one-half interest in certain lands and building located in the Town of Drayton Valley and municipally known as the Eleanor Pickup Arts Centre;
- D. The Eleanor Pickup Arts Centre is maintained and operated by the Eleanor Pickup Arts Centre (hereinafter referred to as the "Society") in accordance with an agreement with the Town of Drayton Valley dated October 10th, 2013; and
- E. The Town and County wish to enter into a joint ownership agreement for the purpose of jointly owning and leasing the Eleanor Pickup Arts Centre to the Society on terms consistent with the objects of the society.

In consideration of the terms and conditions set out in this Agreement, and such further and other consideration which is hereby expressly and reciprocally acknowledged, the Town of Drayton Valley and Brazeau County covenant and agree each with the other as follows:

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ARTICLE I**DEFINITIONS**

1.01 In this Agreement, including this Section, the following terms shall have the following meanings:

- a) "Additional Contribution" – means a monetary contribution that may be provided by a Joint Owner over and above the unpaid Contribution amount set out in sections 5.04 or 5.05, as the case may be
- b) "Agreement" – means this joint ownership agreement;
- c) "Arts Centre" – means the building, and all additions and improvements, located on the Lands and municipally known as the Eleanor Pickup Arts Centre;
- d) "Concern" – has the meaning as set out in the IMCA;
- e) "Contribution" – means a monetary contribution that a Joint Owner has already provided, is deemed to have already provided, or is committed under this Agreement to provide to the Society for the use, operation, maintenance or repair of the Lands;
- f) "County" – means Brazeau County;
- g) "Dispute" - has the meaning as set out in the IMCA;
- h) "Fair Price" means the fair market value of the Lands, as determined by Shaske & Zeiner Appraisal Consultants Ltd, or if that company is not willing or able to appraise the Lands, another qualified commercial real estate appraiser.
- i) "IMCA" – means the Inter-municipal Cooperation Agreement between the Town of Drayton Valley and Brazeau County dated March 31, 2011.
- j) "Joint Owner" – means the Town or the County;
- k) "Lands" – means the lands legally described in Schedule "A" to this Agreement, and includes the Arts Centre and all other improvements;
- l) "Lease" – means the agreement between the Town and the Society dated October 10, 2013 regarding the Lands, or any replacement agreement between the Joint Owners and the Society.
- m) "Management Committee" – means the committee constituted pursuant to Article IV of this Agreement;
- n) "Respective Share" – is a Joint Owner's one-half interest in the Lands;
- o) "Society" – means the Eleanor Pickup Arts Centre, a not-for-profit entity created for the purpose of promoting culture and the arts, particularly performing arts, for the benefit of

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the residents of the Town and the County, or an alternative not-for-profit entity acceptable to the Town and the County as a successor to the Eleanor Pickup Arts Centre;

p) "Town" – means the Town of Drayton Valley.

ARTICLE II

SCOPE OF JOINT OWNERSHIP

2.01 The Joint Owners agree to associate through joint ownership of the Lands for the specific purpose of supporting the operation of the Arts Centre by the Society.

2.02 The Joint Owners shall hold a joint meeting of councils at least once a year, and on any other date agreed to by the Joint Owners, to discuss matters relating to the joint ownership of the Lands and the operation of the Arts Centre.

2.03 The Joint Owners agree that neither of the Joint Owners shall have the right to apply to any court for partition, sale or both of the Lands and that each of the Joint Owners hereby waives all rights and benefits that each Joint Owner may have under Part 3 of the *Law of Property Act*, R.S.A. 2000.

2.04 The purpose and scope of this Agreement shall be limited to the ownership of the Lands and the operation of the Arts Centre and nothing contained in this Agreement shall be read or construed as creating between the Joint Owners a partnership, general, limited or otherwise, or any relationship other than co-ownership of the Lands as tenants in common.

2.05 The Joint Owners agree that there is no intention through this Agreement to create or impose joint and several liability on a Joint Owner for any debt, claim, judgment or any other obligation against or owing by the other Joint Owner, except where expressly provided in this Agreement.

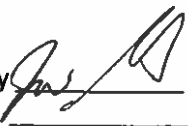
2.06 This Agreement shall take effect as of the date of registration of the title to the Lands at the Land Titles Office for the North Alberta Land Registration District evidencing ownership of the Lands by the Town and the County as tenants in common.

ARTICLE III

REPORTING

3.01 Each Joint Owner shall be entitled to a report from the Management Committee at least once per year on or before December 1st, and additionally as may be requested by the Joint Owner from time to time.

3.02 Any report prepared by the Management Committee in answer to a request under section 3.01 shall be provided to both Joint Owners within 10 days of the request, and if the preparation of the report cannot be reasonably completed before the expiry of the 10 days, the report shall be produced to the Joint Owners as soon as practical given reasonable due diligence by the Management Committee.

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3.03 Any out of pocket expenses incurred in relation with the preparation of the report under section 3.01 shall be shared equally by the Joint Owners. The Management Committee may not incur out of pocket expenses in excess of five hundred (\$500.00) dollars without the prior joint written approval of the Joint Owners.

3.04 Each report under section 3.01 shall include:

3.04.1 an assessment of the necessity and timing of any major repairs or maintenance for the Arts Centre that may be required based on a three year horizon having regard to any applicable Tangible Capital Asset policies of the Joint Owners;

3.04.2 a recommendation of the requirement for any Contribution or Additional Contribution, as the case may be;

3.04.3 an assessment of the compliance by the Society with the Lease, including whether there has been an act of default by the Society under the Lease;

3.04.4 a recommendation on whether notice of default or notice of termination should be given to the Society under the Lease;

3.04.5 an assessment of the continued viability of the Arts Centre;

3.04.6 in the event the Management Committee is directly operating and maintaining the Arts Centre and only for the report due by December 1st, a budget for the forthcoming calendar year; and

3.04.7 any further assessment or recommendation requested by a Joint Owner.

3.05 Each Joint Owner shall be responsible for reporting and remitting any Goods and Services Tax ("GST") in relation to any purchase and sale completed under this Agreement to the Canada Customs and Revenue Agency.

3.06 The Joint Owners will cooperate with each other in completing any applicable GST election form.

ARTICLE IV

MANAGEMENT OF THE LANDS

4.01 The Society operates and maintains the Arts Centre pursuant to the Lease, however in the event of termination or expiry of the Lease, the Management Committee will then operate and maintain the Arts Centre in accordance with this Agreement.

4.02 The Joint Owners are committed to provide financial support, from time to time, through Contributions under this Agreement for supporting the use, operation, maintenance and repair of the

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Lands, and will consider ongoing cost sharing through recommendations of the Management Committee for Additional Contributions.

4.03 A Management Committee of two individuals, being comprised of the Chief Administrative Officers, or their respective designates, of the Joint Owners is hereby constituted for the purpose of managing the Lands and the Lease, subject to the joint written direction of the Joint Owners.

4.04 Without restricting the generality of the foregoing, the Management Committee shall:

4.04.1 Monitor and enforce the terms of the Lease, or in the event of termination or expiry of the Lease, the Management Committee will then operate and maintain the Arts Centre in accordance with this Agreement,

4.04.2 Ensure that the Joint Owners have adequate insurance protection at all times;

4.04.3 Determine the necessity and timing of all major repairs and maintenance for the Lands;

4.04.4 Prepare a recommendation to the Joint Owners for a Contribution or Additional Contribution, as the case may be from time to time; and

4.04.4 Implement any joint written direction of the Joint Owners.

4.05 The Management Committee shall meet from time to time, and a meeting may be in person, by telephone or by audio-video communication, including via internet.

4.06 At meetings of the Management Committee, all matters are to be determined by consensus.

4.07 The business of the Management Committee can be conducted without a meeting if there is a written resolution of the Management Committee signed by both members of the Management Committee, which shall have the same effect as a resolution passed at a meeting of the Management Committee duly convened and held. Such written resolution may be executed in counterpart.

4.08 The Management Committee shall give written notice to the Joint Owners of any recommendation for a Contribution or Additional Contribution, as is determined by the Management Committee from time to time.

ARTICLE V

CONTRIBUTIONS

5.01 The County has invested \$40,000.00 in May of 2011 and \$50,000.00 in April of 2013 (for a total of \$90,000.00) which are deemed to be Contributions already made by the County under this Agreement.

5.02 The Town has received benefit from the appraisal of the Lands obtained by the County from Shaske & Zeiner Appraisal Consultants Ltd. dated June 16, 2014, and accordingly, one-half of the \$3,622.82 cost of that appraisal (being \$1,811.41) shall be deemed to be a Contribution already made by the County under this Agreement.

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5.03 The Town has invested funds in the amount of \$301,122.36 in 2006, \$315,538.03 in 2008, \$27,641.95 in 2010, and \$7,488.00 in 2013 (for a total of \$651,790.00) which are deemed to be Contributions already made by the Town under this Agreement.

5.04 The total amount of unpaid Contributions that are committed by the County under this Agreement is \$85,478.59, being the difference of \$851,790.00 less the sum of the purchase price paid by the County for its one-half interest in the Lands and the Contributions set out in sections 5.01 and 5.02.

5.05 The total amount of unpaid Contributions that are committed by the Town under this Agreement is \$200,000.00 being the difference of \$851,790.00 less the sum of the Contributions as set out in section 5.03.

5.06 The Joint Owners wish to continue to support the operation and maintenance of the Arts Centre through Additional Contributions over and above the unpaid Contributions set out in sections 5.04 and 5.05, and the Joint Owners acknowledge that any Additional Contributions require further consideration and approval by the then current municipal council of each Joint Owner.

5.07 A Joint Owner cannot be asked to make an Additional Contribution until the other Joint Owner has contributed all of its unpaid Contribution amount set out in section 5.04 or 5.05, as the case may be.

5.08 The Joint Owners agree that any Additional Contribution to be made by a Joint Owner must be matched contemporaneously dollar for dollar by the other Joint Owner.

5.09 If a Joint Owner has approved an Additional Contribution, but does not have sufficient available funds to make its matching Additional Contribution in accordance with section 5.08 (the "Borrowing Joint Owner"), the other Joint Owner (the "Lending Joint Owner") may, but is not obligated to, make the Borrowing Joint Owner's Additional Contribution and the payment of that money on behalf of the Borrowing Joint Owner for the matching Additional Contribution is a debt due to the Lending Joint Owner (the "Loaned Additional Contribution").

5.10 The Borrowing Joint Owner must repay a Loaned Additional Contribution within the time period and on the terms agreed between the Joint Owners before the advance of any Loaned Additional Contribution.

5.11 Unless the Joint Owners otherwise agree, any Contribution or Additional Contribution shall be deemed to be a grant made by the Joint Owner to the Society for the purposes of maintaining and operating the Lands, and the Joint Owners agree that any Contribution or Additional Contribution provided to the Society will be on the express condition that the Society may only use the Contribution or Additional Contribution for the maintenance and operation of the Lands. A further written approval by the Joint Owners is required to allow the Society to use the Contribution or Additional Contribution for another purpose that is consistent with the objects of the Society.

5.12 If the Lease to the Society is terminated or expires, any Contribution or Additional Contributions shall be used by the Management Committee for the maintenance and operation of the Lands, or as otherwise approved by the Joint Owners.

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5.13 A Joint Owner may put additional restrictions on the use of a Contribution or Additional Contribution by the Society; including whether and how much of the Contribution or Additional Contribution may be used by the Society for travel, hosting and entertainment of third parties, bonuses or other discretionary payments.

5.14 Each Joint Owner shall duly consider the Management Committee's recommendation to make an Additional Contribution, and if accepted and approved by the Joint Owner's municipal council, and the Council of the other Joint owner, the Joint Owners shall promptly make the Additional Contribution, and without restricting the generality of the foregoing, it is understood that money may be required to cover operating deficiencies of the Arts Centre from time to time, and that these requirements shall be met by Additional Contribution from the Joint Owners.

5.15 A decision by a Joint Owner to accept or reject a recommendation to make an Additional Contribution shall be made no later than forty-five (45) days after the receipt of the written request for an Additional Contribution from the Management Committee.

5.16 A Joint Owner shall promptly provide written notice of a decision under section 5.14 to the other Joint Owner.

5.17 The failure to provide written notice under Section 5.15 shall deemed to be approval of a recommendation to make an Additional Contribution.

5.18 The Borrowing Joint Owner (as defined in Section 5.09) shall be deemed to have granted a charge against its interest in the Lands to secure the repayment of the Loaned Additional Contribution and the Lending Joint Owner may file a caveat against title to the Lands regarding the security granted for repayment of the Loaned Additional Contribution.

ARTICLE VI

PLEDGE OF INTEREST

6.01 Except as permitted under Article V or VII, a Joint Owner may not mortgage, pledge or otherwise grant a charge against its interest in the Lands.

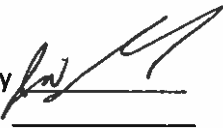
ARTICLE VII

DISPOSITION OF JOINT OWNERSHIP INTEREST

TAKE OUT OPTION

7.01 Either Joint Owner may make a bona fide written cash or cash and mortgage offer (the "Take Out Offer") to purchase the interest of the other Joint Owner (the Joint Owner making the offer is referred to as the "Take Out Offeror" and the other Joint Owner is referred to as the "Take Out Party"), provided that the Take Out Offer is no less than a Fair Price.

7.02 The Take Out Party shall, within forty-five (45) days of receipt of the Take Out Offer, notify the Take Out Offeror in writing, that it either accepts or rejects the Take Out Offer.

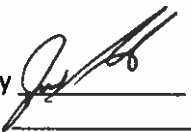
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- 7.03 The failure to give notice of rejection of a Take Out Offer shall be deemed to be an acceptance of the Take Out Offer.
- 7.04 If the Take Out Party rejects the Take Out Offer, then the Take Out Party shall purchase the Take Out Offeror's interest in the Lands for a Fair Price.
- 7.05 If the County is the Take Out Offeror:
 - 7.05.1 Any acceptance of such Take Out Offer by the Town requires consent of Town Council pursuant to s. 72 of the *Municipal Government Act*;
 - 7.05.2 If the Town Council does not approve the sale of the Town's interest in the Lands to the County, then the Town shall be deemed to be the Take Out Offeror and shall then purchase the County's interest in the Lands in accordance with Article VII.

TRIGGERED PURCHASE

- 7.06 The County may elect, in its sole and unfettered discretion, to exercise a right to require the Town to purchase the County's interest in the Lands for a Fair Price upon the happening of one or more of the following events (the "Triggered Purchase");
 - 7.06.1 If the Lease expires without renewal or is terminated;
 - 7.06.2 If the Arts Centre ceases to be used as a theatre for the performing arts;
 - 7.06.3 If the Society ceases to actively operate and manage the Arts Centre for period of 90 days or longer;
 - 7.06.4 If the Society changes its objects without the prior written approval of both Joint Owners;
 - 7.06.5 If the Society is dissolved, wound-up or struck from the Corporate Registry;
 - 7.06.6 If the Society becomes insolvent, is assigned or petitioned into bankruptcy or seeks protection under any creditor protection legislation; or
 - 7.06.7 If the Arts Centre is damaged to the extent that it is not fit for use as a performing arts theatre and there are insufficient insurance proceeds to pay for repairs;
- 7.07 The County shall give written notice to the Town of the Triggered Purchase right being exercised and the Town shall complete the purchase of the County's interest in the Lands for a Fair Price.
- 7.08 The closing date for the Town to complete the Triggered Purchase for a Fair Price shall be on the first business day following the 365th day after receiving the notice under section 7.07.
 - 7.08.1 The Joint Owners agree that clauses 7.06 through 7.08 shall be effective and come into force only upon the second anniversary following execution of this Agreement.

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7.08.2 Clauses 7.06 through 7.08 shall be reviewed by the Joint Owners upon coming into force. There is no obligation on either party to agree to amend this Agreement after undertaking the review under this clause.

CONTINGENT BUY – SELL

7.09 If a Joint Owner receives a bona fide offer for at least a Fair Price from the Society or a third party (hereinafter referred to as the "Offer") to purchase all interests in the Lands, and that Joint Owner wishes to accept the Offer (the Joint Owner receiving the Offer is referred to as the "Offeree") then, the Offeree shall deliver the Offer to the other Joint Owner (referred to as the "Other Party") and the Other Party, shall within thirty (30) days of receipt of the Offer, notify the Offeree in writing that the Offer is accepted or is rejected.

7.10 If the Other Party fails to provide written notice of the rejection of the Offer, the failure to give such notice shall be deemed to be an acceptance of the Offer.

7.11 If the Other Party does not accept the Offer, then the Other Party shall purchase the Offeree's interest in the Lands for a sum equivalent to the Offeree's Respective Share of the Offer and in accordance with the terms of the Offer, and if the Other Party refuses or fails to purchase the Offeree's interest in the Lands within fifteen (15) days of the rejection of the Offer, then the Offeree may accept the Offer and the Joint Owners shall cooperate with and provide any documents required to complete the sale of the Lands to the Society or the third party in accordance with the Offer.

7.12 For any sale or transfer of a Joint Owner's interest to the other Joint Owner or another person under Article VII of this Agreement, the following terms and conditions shall apply:

7.12.1 The selling Joint Owner shall provide a registerable Transfer of Land to the purchasing Joint Owner or other person within a reasonable period of time prior to the closing date to facilitate registration of the Transfer of Land at the North Alberta Land Titles Office prior to the closing date of the sale.

7.12.2 The selling Joint Owner shall provide the Transfer of Land to the purchasing Joint Owner or other person on reasonable trust conditions, including the facilitation of the purchasing Joint Owner or other person registering a mortgage on the selling Joint Owner's interest in the Lands for the purposes of completing the purchase of that interest,

7.12.3 The Joint Owners will cooperate with and provide all necessary documents to facilitate the completion of the Triggered Purchase in a timely manner; and

7.12.4 The selling Joint Owner shall convey its interest in the Lands to the purchasing Joint Owner or other person free and clear of all liens, charges and encumbrances save and except the following:

7.12.4.1 The encumbrances as listed in Schedule "B" to this Agreement; and

7.12.4.2 Any other Mortgages, Easements, Caveats or other encumbrances against the Lands permitted under the terms of this Agreement.

County
Town



Recreation and Culture Cost-sharing Agreement

ARTICLE VIII

GENERAL PROVISIONS

8.01 The Joint Owners agree that no Joint Owner shall be entitled to charge or receive any fee or compensation for services or the expense of having its Chief Administrative Officer, or designate, participate on the Management Committee.

8.02 Any Concern or Dispute between the Joint Owners will be determined in accordance with the IMCA; however, Article 5.0 of the IMCA shall not apply unless the Concern or Dispute arises under Article VII of this Agreement.

8.03 The insurance requirements and indemnity provisions under Article 8.0 of the IMCA shall apply to this Agreement.

8.04 This Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta.

8.04 The Joint Owners shall execute such further and other documents and give such further assurances as may reasonably be deemed necessary or advisable from time to time in order to carry out the true intent and meaning of this Agreement.

8.05 All and any one or more of the terms, provisions or conditions contained in this Agreement may be altered or amended in writing signed by both Joint Owners.

8.06 Any notice required or permitted pursuant to the terms of this Agreement shall be in writing and shall be delivered to the Town at:

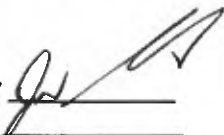
Town of Drayton Valley
Box 6837
5120 – 52nd Street
Drayton Valley, AB T7A 1A1

Attention: Chief Administrative Officer
Phone: 780-514-2200
Fax: 780-542-5753

Or delivered to the County at:

Brazeau County
Box 77
7401 Twp Rd. 494
Drayton Valley, AB T7A 1R1

Attention: Chief Administrative Officer

County 
Town _____

Recreation and Culture Cost-sharing Agreement

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Phone: 780-542-7777
Fax: 780-542-7770

And a copy of the notice shall be sent electronically to the email address of the respective Chief Administrative Officer.

8.07 Any notice served by mail shall be deemed to have been received by the addressee on the second business day following the posting thereof, provided that there has not been a disruption of postal service in the meantime, in which event the time for service shall be extended by the time of such disruption.

8.08 Time shall be of the essence of this Agreement.

8.09 All rights and obligations hereunder shall enure to the benefit of and be binding on each Joint Owner and their respective successors.

8.10 If any one or more of the provisions contained in this Agreement shall for any reason be held by a Court to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any or all other provisions of this Agreement and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.11 The Town and the County represent to each other that all motions, resolutions or bylaws that may be required have been made and passed, or will be made and passed, at a duly called council meeting and that each has satisfied all requirements under the *Municipal Government Act, R.S.A. 2000*, as amended, to give force and effect to this Agreement.

8.12 Any joint written direction or approval of the Joint Owners, including those referenced in sections 3.03, 4.03, 4.04, 5.06, 5.11 and 5.12, cannot be signed on behalf of a Joint Owner by the Joint Owner's representative on the Management Committee.

8.13 This Agreement shall be reviewed by the Joint Owners on or around June 1, 2020 to determine if it remains current and relevant.

TERMINATION

9.01 This Agreement shall terminate immediately following the completion of the sale of the interest of a Joint Owners in the Lands and the distribution of the proceeds thereof to the Joint Owner.

9.02 If the County and the Town amalgamate or otherwise become one legal entity, this Agreement shall expire on the effective date of amalgamation or the effective date of the legal process creating the one legal entity.

9.03 The Joint Owners agree that except for any unresolved Concern or Dispute that has been initiated under Article 4 of the IMCA before the termination of this Agreement under section 9.01, any and all other claims, actions or issues between the Joint Owners (the "Uninitiated Claims") are extinguished and each Joint Owner hereby releases the other Joint Owner of any liability relating to or arising from any Uninitiated Claims.

County 
Town _____

Recreation and Culture Cost-sharing Agreement

12

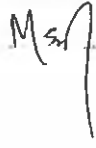
9.04 The Joint Owners each agree to execute a Mutual Release for the benefit of the other Joint Owner regarding any Unlimited Claims upon the termination of this Agreement to give full effect to section 9.02.

IN WITNESS WHEREOF the Town and the County have hereunto affixed their corporate seals attested by their duly authorized officers effective as of the day and year first above written:

Town of Drayton Valley

Per:
Mayor

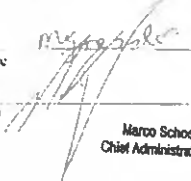
Per:
CAO



Brazzau County

Per:
Reeve

Per:
CAO



Marco Schosninger
Chief Administrative Officer

County
Town



Recreation and Culture Cost-sharing Agreement

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SCHEDULE 'A'

"Lands" legally defined as

**Plan 5935 HW
Block 3
Lot 5
Excepting thereout all mines and minerals,**

**Plan 5935HW
Block 3
The North half of Lot 6
Excepting thereout all mines and minerals,**

**Plan 5935HW
Block 3
The South half of Lot 6
Excepting thereout all mines and minerals,**

and

**Plan 5935HW
Block 3
Lot 7
Excepting thereout all mines and minerals**

County 
Town _____

Recreation and Culture Cost-sharing Agreement

14

SCHEDULE 'B'

Permitted Encumbrances:

- (i) Party Wall Agreement registered as Instrument 6754KQ;
- (ii) Party Wall Agreement registered as Instrument 6755KQ; and
- (iii) Restrictive Covenant registered as Instrument 062 548 61 1.

County _____
Town _____

Recreation and Culture Cost-sharing Agreement

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County 
Town _____

TOWN OF DRAYTON VALLEY REQUEST FOR DECISION



SUBJECT:	Appointment of Bylaw Enforcement Officer
MEETING:	February 27, 2019 Regular Meeting of Council
PRESENTED BY:	Merlin Klassen Health and Safety Coordinator / Director of Emergency Management

1. PROPOSAL AND BACKGROUND:

The Town's current Municipal Enforcement program has one staff member and at times there is limited access to the Community Peace Officer (CPO) for enforcement of the Town's Bylaws. This limited availability reduces the service levels available to internal departments and the residents of the Town of Drayton Valley.

To maintain and improve current service levels with in the Municipal Enforcement department, Administration is requesting that Council appoint current staff member, Merlin Klassen as a Bylaw Enforcement Officer pursuant to Bylaw 2005/13/P.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

There will be no impact to the current 2019 operational budget.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

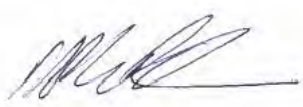


Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	Yes	Municipal Government Act- 2000 Chapter M-26 209, 210(1),(3)
Municipal Bylaws	Yes	[Bylaw Enforcement Officer Bylaw 2005/13/P]
Municipal Development Plan	N/A	N/A
Sustainability Vision 2019-2021	Yes	Continue to Provide Service Delivery to Residents
Town of Drayton Valley Strategic Plan 2019-2021	N/A	N/A
Other Plans or Policies	N/A	N/A

4. POTENTIAL MOTIONS:

- A. That Council appoint Merlin Klassen as a Bylaw Enforcement Officer for the Town of Drayton Valley pursuant to Bylaw 2005/13/P
- B. That Council appoint _____ as a Bylaw Enforcement Officer for the Town of Drayton Valley pursuant to Bylaw 2005/13/P
- C. That Council decline appointing a Bylaw Enforcement Officer for the Town of Drayton Valley

5. RECOMMENDATION

Administration recommends that council appoint Merlin Klassen as a Bylaw Enforcement Officer for The Town of Drayton Valley

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			

TOWN OF DRAYTON VALLEY REQUEST FOR DECISION

DRAYTON VALLEY



SUBJECT:	Subdivision and Development Appeal Board Amending Bylaw 2019/05/D
MEETING:	February 27, 2019 Regular Meeting of Council
PRESENTED BY:	Erin Felker Manager, Corporate Initiatives

1. PROPOSAL AND BACKGROUND:

Council brought into effect the updated Subdivision and Development Appeal Board Bylaw 2018/03/D on October 17, 2018. Upon further review of the Bylaw with the *Municipal Government Act*, it was noted that the establishment of the clerk as a designated officer was not included in the original Bylaw. Subsequently, proposed Subdivision and Development Appeal Board Amending Bylaw 2019/05/D is attached for Council's review and consideration.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

There is no impact to the budget.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	Yes	Sections 210, 456(1), 627.1(3)
Municipal Bylaws	Yes	Subdivision and Development Appeal Board Bylaw 2018/03/D
Municipal Development Plan	N/A	N/A
Sustainability Vision 2019-2021	N/A	N/A
Town of Drayton Valley Strategic Plan 2019-2021	N/A	N/A
Other Plans or Policies	N/A	N/A

4. POTENTIAL MOTIONS:

- A. That Council give First Reading to Subdivision and Development Appeal Board Amending Bylaw 2019/05/D, as presented.

Motion 2

That Council give Second Reading to Subdivision and Development Appeal Board Amending Bylaw 2019/05/D, as presented.

Motion 3

That Council consider giving Third and Final Reading to Subdivision and Development Appeal Board Amending Bylaw 2019/05/D, as presented.

Motion 4

That Council give Third and Final Reading to Subdivision and Development Appeal Board Amending Bylaw 2019/05/D, as presented.

- B. That Council give First Reading to Subdivision and Development Appeal Board Amending Bylaw 2019/05/D, as with amendments to _____.

Motion 2

That Council give Second Reading to Subdivision and Development Appeal Board Amending Bylaw 2019/05/D, as amended.

Motion 3

That Council consider giving Third and Final Reading to Subdivision and Development Appeal Board Amending Bylaw 2019/05/D, as amended.

Motion 4




That Council give Third and Final Reading to Subdivision and Development Appeal Board Amending Bylaw 2019/05/D, as amended.

5. RECOMMENDATION

Administration recommends that Council provide all three Readings to proposed Subdivision and Development Appeal Board Amending Bylaw 2019/05/D

6. ATTACHMENTS:

1. Proposed Subdivision and Development Appeal Board Amending Bylaw 2019/05/D
2. Subdivision and Development Appeal Board Bylaw 2018/03/D

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			



BYLAW NO. 2019/05/D

Name of Bylaw: Subdivision and Development Appeal Board Amending Bylaw

WHEREAS Section 627(1), *Municipal Government Act*, R.S.A 2000, c. M-26 requires Council to establish a Subdivision and Development Appeal Board by bylaw;

AND 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 a Bylaw;

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 “Subdivision and Development Appeal Board Amending Bylaw” of the Town of Drayton Valley.

PURPOSE

2. The purpose of this Bylaw is to amend Town of Drayton Valley Subdivision and Development Appeal Board Bylaw 2018/03/D to include the establishment of the “clerk” position a designated officer.
3. Section 5, Clerk of Subdivision and Development Appeal Board Bylaw 2018/03/D is amended by adding; and adjusting the list accordingly:

“CLERK

5.

- a. The position of designated officer for the limited purpose of carrying out the function of the clerk to the Subdivision and Development Appeal Board is hereby established.”

4. Section 5, Clerk of Subdivision and Development Appeal Board Bylaw 2018/03/D is amended by removing “...must be a designated officer and...” from 5.c. to read as follows:

“CLERK

5.

- c. A Clerk appointed under this section may be a person who holds an appointment as Clerk for the Assessment Review Board.”

INTERPRETATION

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

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

SEVERABILITY

8. 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 _____, 2019, A. D.

Read a second time this _____ day of _____, 2019, A. D.

Read a third and final time this _____ day of _____, 2019, A. D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

TOWN OF DRAYTON VALLEY REQUEST FOR DECISION

DRAYTON VALLEY



SUBJECT:	Proposed Land Use Bylaw Amendment (from C2-General Commercial district to M-Industrial district) Bylaw 2018/03/D
MEETING:	February 27 Regular Meeting of Council
PRESENTED BY:	Matt Ellis Planner

1. PROPOSAL AND BACKGROUND:

Administration has received an application to re-zone the property known as 5630 and 5634 56 Street from the C2-General Commercial district to the M-Industrial district (**see Attachment 1- Site Location Map**). The Applicant wishes to convert the currently vacant shop and office building on the property to a Cannabis Production and Distribution Facility. However, the property must be re-zoned to accommodate this use.

The subject property is bordered by:

- An oilfield hauling business and multi-unit industrial shop building to the north;
- 56 Street to the south;
- Multi-unit commercial/ light Industrial shop/office building to the east; and
- Vacant Industrial type business to the west (**see Attachment 2- Site Photos**).

Nearby and surrounding uses include a mix of commercial and industrial businesses including but not limited to oilfield contractors, offices and an automotive dealership (**see Attachment 3- Nearby/Surrounding Uses**).

Municipal Development Plan (MDP)

The subject property is located within the Commercial/Light Industrial Area, as shown on Map 4- Generalized Present and future Land Uses of the Municipal Development Plan (MDP) (**See Attachment 4- Municipal Development Plan Land Uses**). Administration notes the land uses identified in Map 4 of the MDP are generalized land uses and the subject property is within the vicinity of the area of Town designated for Industrial Uses. The proposed use of a Cannabis Production/Distribution Facility is consistent with the Industrial policies of the MDP.

Land Use Bylaw (LUB)

In addition to the correct zoning, Section 2.10.1 of the Land Use Bylaw (LUB) requires a Cannabis Production and Distribution Facility to be located at least 150 meters from the following land uses:

- Hospital or proposed Hospital;
- School or School Reserve lands;
- Playground;
- Sports Field.

The proposed Cannabis Production and Distribution Facility located at 5630 and 5634 56 Street exceeds these requirements (**see Appendix 5-Cannabis Production/Distribution Map**).

The subject property consists of a large paved parking lot at the front that includes ample area for employee parking and space for loading at the rear. The result of these amenities makes the property suitable for Industrial zoning. According to the Applicant, approximately 10-15 trucks per week, 1-2 of which would be large semi type trucks would be expected for deliveries of materials such as soil to support the plants and pick-up of product. The Applicant has also explained to Administration the proposed use is not expected to create an unusually high demand for water/wastewater for irrigation purposes. An upgrade to the electrical service to the property would be required to support the associated hydroponics equipment. However, Fortis has verbally confirmed this should not be an issue for the Town. Upgrading the electrical service would be a responsibility of the Applicant.

Although security would be addressed at the Development Permit stage for the proposed use, Administration notes the fencing is provided along the perimeter of the property and both entrances are blocked by locked gates to ensure security during non-business hours.

Measures such as the inclusion of an air filtration system to ensure that odours created by the cannabis plants do not negatively impact adjacent properties, provision of adequate exterior lighting and prohibiting outside storage of cannabis goods, materials or supplies are required by Sections A 2.12.1 through A 2.12.9 of the LUB and addressed through the conditions of a Development Permit for this use at the time of issuance.

Matters such as the provision of an on-site security system, criminal record checks for employees and quality control would be addressed as part of the approval process by Health Canada. Approval from Health Canada and any other applicable approvals from Provincial agencies are required and in accordance with Section A 2.11.1 of the LUB, must be submitted to the Town prior to occupancy. Compliance with this section would also be ensured through the conditions of a Development Permit at the time of issuance.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

Should Council give First Reading to proposed Bylaw 2019/03/D, nominal budget expenses would be incurred with advertising for a Public Hearing, prior to Second and Third Readings.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	Yes	Municipal Government Act (Sections 230, 606 and 606.1)
Municipal Bylaws	Yes	Land Use Bylaw 2007/24/D (Sections A 2.9 through 2.12, B12 C2-General Commercial district and B14- Industrial district)
Municipal Development Plan	Yes	[Section 2.9 Major Industrial Areas
Sustainability Vision 2019-2021	N/A	[N/A
Town of Drayton Valley Strategic Plan 2019-2021	Yes	[By facilitating the start up of a business in the emerging cannabis production/distribution industry, Proposed Bylaw 2019/03/D is consistent with the objectives of Goal One: Recovery in Drayton Valley of the Strategic Plan which aims to diversify and create resiliency for the local economy.
Other Plans or Policies	Yes	[Economic Development Strategy. Proposed Bylaw 2019/03/D is consistent with the Strategy through the creation of

		jobs, attracting investment and fostering entrepreneurship.
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4. POTENTIAL MOTIONS:

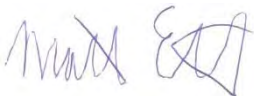


- A. That Council give First Reading to proposed Bylaw 2019/03/D – Land Use Amending (M-Industrial) Bylaw, as presented;
- B. That Council give First Reading to proposed Bylaw 2019/03/D – Land Use Amending (M-Industrial) Bylaw, with amendments to _____.
- C. That Council decline to give First Reading to proposed Bylaw 2019/03/D – Land Use Amending (M-Industrial) Bylaw, therefore not allowing a Cannabis Production/Distribution Facility on the subject property located at 5630 and 5634 56 Street.

5. RECOMMENDATION

Administration recommends giving First Reading to proposed Bylaw 2019/03/D to re-zone the subject lands from the C2- General Commercial district to the M- Industrial district to permit a Cannabis Production/Distribution Facility on the subject property located at 5630 and 5634 56 Street.

6. ATTACHMENTS:

- 1. Site Location Map
- 2. Site Photos
- 3. Nearby/Surrounding Uses
- 4. Municipal Development Plan Land Uses
- 5. Cannabis Production/Distribution Map
- 6. Proposed Bylaw 2019/03/D

REPORT PREPARED BY:	[Signature] 	REVIEWED BY:	
APPROVED BY:			

Attachment 1- Site Location Map



Attachment 2- Site Photos



February
13, 2019

Front view of the property from 56
Street looking north



February
13, 2019

Southwest side of the building from and
west entrance 56 Street looking north



February
13, 2019

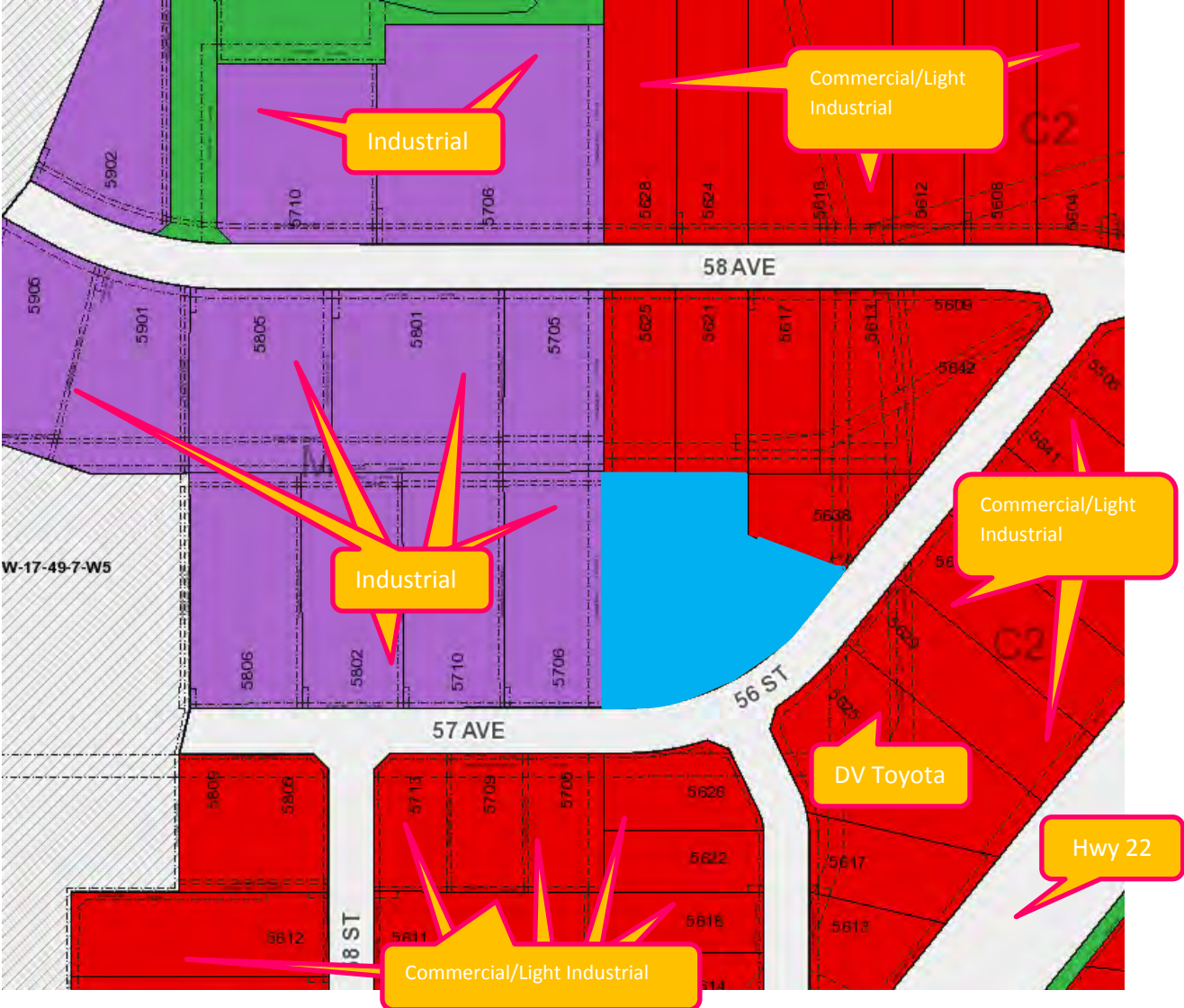
East entrance from 56 Street
looking north



Source: Google Earth

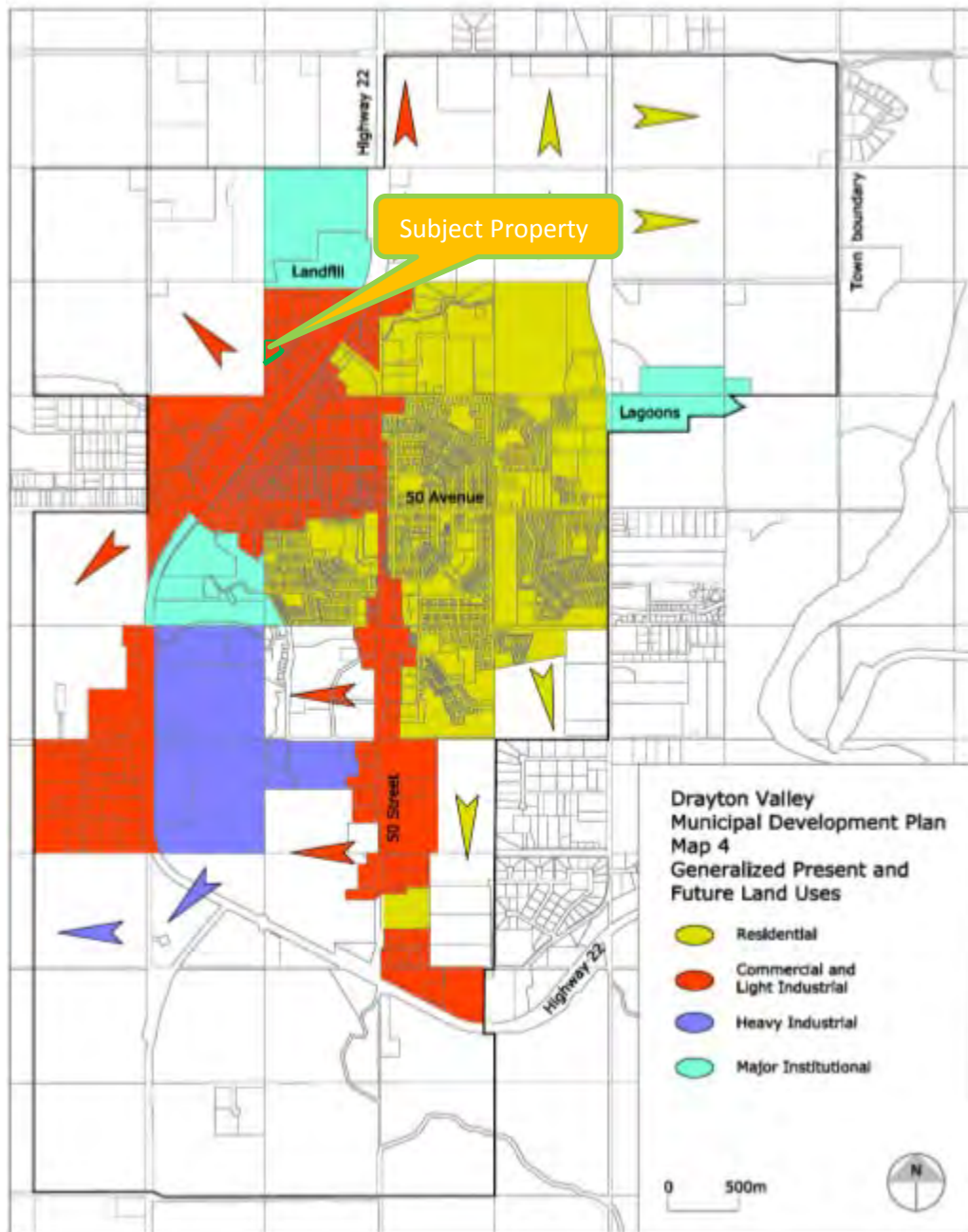
2018 Air Photo of the property

Attachment 3- Nearby/Surrounding Uses

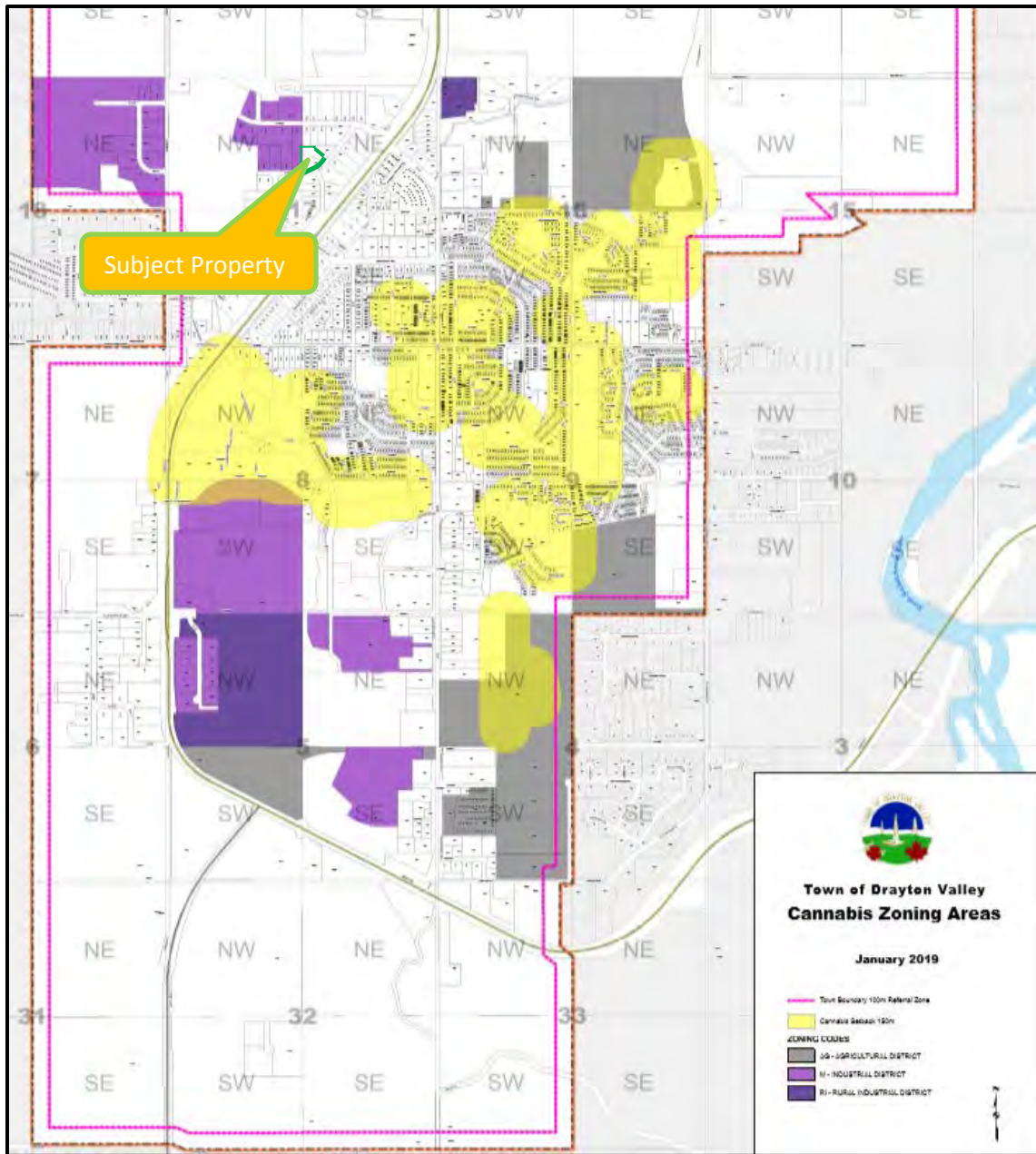


Red = C2-General Commercial
 Green = IPU- Institutional/Public Use
 Blue = Subject Property

Attachment 4- Municipal Development Plan Land Uses



Attachment 5- Cannabis Production/Distribution Map





Attachment 6- Proposed Bylaw 2019/03/D

BYLAW NO. 2019/03/D

Name of Bylaw: Amendment to Land Use Bylaw 2007/24/D (Rezoning of Lots 7 and 8; Block 112; Plan 062 4280)

WHEREAS Council has received an application for amendment to Land Use Bylaw 2007/24/D;

AND WHEREAS Council wishes to allow an amendment of the use of the parcel of land legally described Lots 7 and 8; Block 112; Plan 062 4280;

NOW THEREFORE the Council of the Town of Drayton Valley, duly assembled, hereby enacts as follows: pursuant to Part 17 of the *Municipal Government Act*, the Council of the Town of Drayton Valley, duly assembled, hereby

TITLE

1. This Bylaw may be cited as the “Amendment to Land Use Bylaw 2007/24/D (Rezoning of Lots 7 and 8; Block 112; Plan 062 4280)” of the Town of Drayton Valley.

PURPOSE

2. The purpose of this Bylaw is to amend Land Use Bylaw 2007/24/D, and in particular the map of land use districts, so the following lands are reclassified as follows:

**LOTS 7 AND 8
BLOCK 112
PLAN 062 4280**

EXCEPTING THEREOUT ALL MINES AND MINERALS

FROM: C2- General Commercial District
TO: M- Industrial District

as shown on the attached Schedule "A".

SEVERABILITY

3. 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 _____, 2019, A. D.

Public Hearing held this ___ day of _____, 2019, 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

SCHEDULE 'A'



TOWN OF DRAYTON VALLEY REQUEST FOR DECISION



SUBJECT:	Eavor
MEETING:	February 27, 2019] Regular Meeting of Council
PRESENTED BY:	Winston Rossouw, C.A.O.

1. PROPOSAL AND BACKGROUND:

Following a presentation from Eavor at the Brazeau County Office on February 19, 2019, the following motion was made during Brazeau County's Regular Meeting of Council on February 19, 2019:

Moved by M. Gressler to allow Administration to work with the Drayton Valley Administration and Eavor to work towards the first commercial geothermal energy facility in the Drayton Valley/ Brazeau area.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

There are no budgetary impacts at this time

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	N/A	[reference law and section]
Municipal Bylaws	N/A	[reference bylaw and section]
Municipal Development Plan	N/A	[reference section]
Sustainability Vision 2019-2021	N/A	[reference section/project]
Town of Drayton Valley Strategic Plan 2019-2021	N/A	[reference section/project]
Other Plans or Policies	N/A	[reference section of plan/policy and state policy/plan]

4. POTENTIAL MOTIONS:




- A. That Council allows Administration to work with Brazeau County Administration and Eavor to work towards the first commercial geothermal energy facility in the Drayton Valley/ Brazeau area.
- B. That Council direct Administration to _____
- C. That Council defer to Administration for _____
- D. That Council decline to pursue this initiative with Brazeau County and Eavor

5. RECOMMENDATION

Administration recommends work with Brazeau County Administration and Eavor to work towards the first commercial geothermal energy facility in the Drayton Valley/ Brazeau area.

6. ATTACHMENTS:

1. No attachments

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			

TOWN OF DRAYTON VALLEY REQUEST FOR DECISION

DRAYTON VALLEY



SUBJECT:	Provincial and Federal Grant Support/Rural Alberta
MEETING:	February 27, 2019 Regular Meeting of Council
PRESENTED BY:	Mayor Michael Doerksen

1. PROPOSAL AND BACKGROUND:

In an effort to address challenges faced by rural municipalities in accessing grant funding from the provincial and federal governments, Town Council may wish to pass a resolution in support of equitable treatment of smaller, rural and northern communities from the provincial and federal governments.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

There are no budgetary implications.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	N/A	
Municipal Bylaws	N/A	
Municipal Development Plan	N/A	
Sustainability Vision 2019-2021		
Town of Drayton Valley Strategic Plan 2019-2021	YES	Finding creative ways to raise new revenues to better serve residents and support greater sustainable growth and prosperity
Other Plans or Policies	N/A	

4. POTENTIAL MOTIONS:



- A. That Council support equitable treatment for smaller, rural, and northern communities in accessing federal and provincial funding programs.
- B. That Council _____
- C. That Council defer to Administration for _____
- D. That Council decline supporting equitable treatment for smaller, rural, and northern communities in accessing federal and provincial funding programs.

5. RECOMMENDATION

[Administration recommends that Council support equitable treatment for smaller, rural, and northern communities in accessing federal and provincial funding programs.]

6. ATTACHMENTS:

1. No attachments

REPORT PREPARED BY:		REVIEWED BY:	
---------------------	---	--------------	---

APPROVED BY:		
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Information Items

9.0 Information Items Pages 116-139

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9.2. Sustainability Committee Meeting Notes – December 17, 2018, and January 15, 2019	119-122
9.3. Drayton Valley / Brazeau County Fire Services Stats – 2018 Year End Stats and January 2019	123-124
9.4. Letter from Eagle Point Blue Rapids Parks Council	125-126
9.5. Drayton Valley RCMP Stats – December 2018 and January 2019	127-139

MOTION:

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



Aquatic Facility Committee Meeting

held on Tuesday, December 11, 2018
at 4:00pm at the Town Civic Centre
Boardroom One



MINUTES

Present: Brad Belke, Committee Chair, Community Member
Fayrell Wheeler, Town of Drayton Valley Councillor
Bill Ballas, Town of Drayton Valley Councillor
Marc Gressler, Brazeau County Councillor
Sara Wheale, Brazeau County Councillor
Annette Driessen, Director of Community Services, Town of Drayton Valley
Lee Chambers, Director of Community Services, Brazeau County

1.0 Call to Order

The meeting was called to order at 4:05pm by Chair Belke.

2.0 Agenda

2.1 Additions and Deletions

There were no additions or deletions made to the agenda.

2.2 Approval

MOTION BY Councillor Wheeler to approve the agenda as presented.

CARRIED

3.0 Minutes of the October 12, 2018 Meeting

3.1 Approval

MOTION BY Councillor Gressler to approve the October 12, 2018 Aquatic Facility Committee Meeting minutes as presented.

CARRIED

4.0 Old Business

4.1 Net Zero Facility Study - Report on Findings

The Committee reviewed the results produced by the Heat Rejection Study by Nowak Engineering. The results validate the estimates in the Net Zero Study where the measured yearly heat rejected exceeds the expectations.

Brad Belke will contact Jacob Komar, the author of the Net Zero Study, to obtain additional indicators between the two studies.

Administration will prepare the necessary Request For Decision for Councils for the January, 2019 meetings.

The Committee discussed potential grants and confirmed that the information within the two studies will make the project eligible for MCCAC grant funds.

4.2 Aquatic Facility Committee Terms of Reference

The Town of Drayton Valley has adopted the new Terms of Reference for the Committee. Brazeau County will be addressing the new Terms of Reference following the presentation of the Heat Rejection Study to Council, scheduled for January 15, 2019.

4.3 Communication Release

This matter is on-hold until the conclusion of the Councils' review of the Heat Rejection Study.

4.4 AB Infrastructure Grant - Expression of Interest

There has been no further word on the Expression of Interest submitted by the Town for the ICIP funding. Municipal Councils have been informed that the Province is using the existing MSI funding for its portion of Provincial funding to be used to match ICIP grants.

5.0 New Business

5.1 Project Management Considerations

- a. **Site Location**
- b. **Capital Project Budget**
- c. **Project Timeline**
- d. **Community Engagement**
- e. **Financial Plan**
- f. **Lobbying/Advocacy**
- g. **Committee Structure**

There was no discussion on these items.

5.2 Next Steps

There was no discussion at this time.

5.3 Correspondence

There was no correspondence for discussion.

6.0 Adjournment and Next Meeting Date

The next meeting will take place on January 31, 2019 at 1:30pm at the Town Civic Centre.

Meeting was adjourned at 4:50pm by Chair Belke.



*Sustainability Committee Meeting
Monday, December 17, 2018, 10:00 a.m.-12:00 p.m.
Town of Drayton Valley Conference Room #1*

Meeting Notes

Present: Councillor Nancy Dodds, Councillor Fayrell Wheeler, Winston Rossouw, Sabine Landmark

1.0 Call to Order

Councillor Dodds called the meeting to order at 10:05 a.m.

2.0 Additions or Deletions to Agenda

There were no additions or deletions to the Agenda.

3.0 Adoption of Agenda

Councillor Wheeler moved to approve the agenda as presented.
Carried

4.0 Approval of Committee Meeting Notes

4.1 Sustainability Committee Meeting Notes, November 27, 2018

Councillor Wheeler approved the Sustainability Committee Meeting Notes from November 27, 2018, as presented.
Carried

5.0 Discussion Items

5.1 Committee Terms of Reference

The Committee reviewed the Terms of Reference and provided feedback. The Committee directed to bring this item to Council for approval on January 16 as well as the Sustainability Vision 2019-2021.

5.2 Sustainability Vision 2019-2021

- **Action Plan**

The Committee reviewed the Action Plan for the Sustainability Vision for the year 2019-2021. The Action Plan will be a standing item on future agendas. The Committee provided feedback on following items on the Action Plan:

- Sustainability Organizational Meeting to be set up for January 18, 2019, from 9:00 a.m. – 3:00 p.m. with representatives from each department.
- The Landscape Management Plan is to be rescinded on January 16, 2019, Council Meeting.

Sustainability Committee Meeting

December 17, 2018

- Senior Supersaving will start in January 2019. The Committee suggested a kick-off event.

Councillor Dodds called a break at 10:41 a.m.

Councillor Dodds reconvened the meeting at 10:43 a.m.

- The next meeting for the industry theme park is on December 18, 2018.
- The Drive Happiness program is to launch in January 2019.
- The letter to schools advising of Council availability to visit schools is to come back to Governance & Priorities Meeting on December 19, 2018.
- The Youth Council is to be noted on the agenda for the Joint Council meeting on January 31, 2019.
- Review of an educational piece on a Water Disconnect program can commence in February 2019, together with the Yellow Fish Road.
- An update on the RYSE Project is to be shared at the next Committee Meeting.
- GHG Report
The Committee reviewed the information.
- STEP/Municipal Intern Program
The Committee reviewed the information.

6.0 Other Business

There was no other business to discuss.

7.0 Information Items

There were no information items.

8.0 Items for Next Meeting

- Sustainability Vision 2019-2021 and Action Plan (standing item)
- Sustainability Organizational Meeting – Agenda Review
- Request for Information for Alternative Landfill Management Options Update
- RYSE Project Update

9.0 Next Meeting Date

- January 15, 2019, 9:00 a.m.-11:00 a.m., Town of Drayton Valley Conference Room #1

10.0 Adjournment

The meeting was adjourned at 11:16 a.m.



*Sustainability Committee Meeting
Tuesday, January 15, 2019, 1:30 p.m.-3:30 p.m.
Town of Drayton Valley Conference Room #2*

Meeting Notes

Present: Councillor Nancy Dodds, Councillor Fayrell Wheeler, Winston Rossouw, Rick Wheatley, Lola Strand, Sabine Landmark

1.0 Call to Order

Councillor Dodds called the meeting to order at 1:30 p.m.

2.0 Additions or Deletions to Agenda

Following item was added to the Agenda:

5.5 Fog Dog Approach re: Landfill

5.6. China Expo

3.0 Adoption of Agenda

Councillor Wheeler moved to approve the agenda as amended.

Carried

4.0 Approval of Committee Meeting Notes

4.1 Sustainability Committee Meeting Notes, December 15, 2018

No comments were made under this item.

5.0 Discussion Items

5.1 Delegation: RYSE Project Update (Dr. Phil Jefferies, Mrs. Strand)

Dr. Phil Jefferies, Eric Akwasi Twum-Antwi, and Leah Crowell presented detailed information on the current status of the RYSE Project, emerging themes, and data evaluation thus far.

Mr. Rossouw entered the meeting at 2:18 p.m.

Councillor Dodds and Councillor Wheeler asked to set up a meeting with Mrs. Strand Ms. Crowell to brainstorm variables for future consideration.

The delegation exited at 2:20 p.m.

5.2 Town Organization Sustainability Meeting – Agenda Review

The Committee reviewed the RSVP list and finalized the meeting agenda.

*Sustainability Committee Meeting**January 15, 2019*

Councillor Wheeler asked if information on water consumption from each facility can be shared with the Committee.

5.3 “Request for Information for Alternative Landfill Management Options” Update (Mr. Wheatley, Ms. Wrigglesworth)

Mr. Wheatley advised of the number of submissions and explained two alternative methods in further detail. Mr. Rossouw also mentioned the Fogdog approach that is utilized in Sylvan Lake and will bring this information to the Governance and Priorities Committee Meeting on January 16, 2019.

5.4 Community Registration Night, March 21, 2019

The Committee agreed to not book a table for the Community Registration Night.

5.5 Fog Dog Approach re: Landfill

This topic was covered under 5.3.

5.6 China Expo

Mr. Rossouw advised of the Alberta Environment Trade Mission to IE Expo China, Shanghai, April 14-19, 2019. The Committee agreed to schedule a conference call with the organizer for further information.

Standing Items

5.7 Sustainability Vision 2019-2021 – Action Plan

No comments were made under this item.

6.0 Other Business

There was no other business to discuss.

7.0 Information Items

There were no information items.

8.0 Items for Next Meeting

- Spring Clean-Up
- Yellow Fish Road™
- Town Organization Sustainability Meeting Recap

9.0 Next Meeting Date

- February 4, 2019, 9:00 a.m.-11:00 a.m., Town of Drayton Valley Conference Room #1

10.0 Adjournment

The meeting was adjourned at 3:14 p.m.



DRAYTON VALLEY/BRAZEAU COUNTY FIRE SERVICES

Office of the Fire Chief

P.O. Box 6837
5120-52 Street
Drayton Valley, Alberta
T7A-1A1

Main: (780) 514-2216
Fax: (780)514-2244

January 2019 Stats

Town of Drayton Valley/ Brazeau County

Fire Calls- 5

Rubbish and Grass Fires- 1

Motor Vehicle Collisions- 4

Rescue Calls- 1

Alarm Calls- 5

Assist another Agency- 3

Misc Calls- 2

Total- 21

Town of Drayton Valley

Fire Calls- 3

Rubbish and Grass Fires- 0

Motor Vehicle Collisions- 2

Rescue Calls- 0

Alarm Calls- 3

Assist another Agency- 1

Misc Calls- 0

Total- 9

Tom Thomson
Fire Chief
firechief@draytonvalley.ca

Murray Galavan
Deputy Fire Chief
dfc@draytonvalley.ca

Kamil Lasek
Deputy Fire Chief
fire.tso@draytonvalley.ca

Carla Appleby
Administrative Assistant
fireadmin@draytonvalley.ca

Mike Gramlich
Training Officer
mgramlich@draytonvalley.ca



DRAYTON VALLEY/BRAZEAU COUNTY FIRE SERVICES

Office of the Fire Chief

**P.O. Box 6837
5120-52 Street
Drayton Valley, Alberta
T7A-1A1**

**Main: (780) 514-2216
Fax: (780)514-2244**

Brazeau County

Fire Calls- 2

Rubbish and Grass Fire- 1

Motor Vehicle Collisions- 2

Rescue Calls-1

Alarm Calls- 2

Assist another Agency- 2

Misc Calls- 2

Total- 12



Sandra Bannard
Executive Director
Eagle Point-Blue Rapids Parks Council
Drayton Valley, Alberta
T7A 1S7

February 19, 2019

Drayton Valley Town Council
Mayor Michael Doerksen
Town of Drayton Valley

Dear Mayor Doerksen,

I was pleased to see Town Council's decision to introduce a Zero Free Tuition pilot program at the Clean Energy Technology Centre for September 2019. Your goals of creating hope and opportunity, diversification of the local economy and increasing post-secondary enrollment are admirable. It displays creative leadership as a plan to build a resilient and self-sustaining economic future for the Town of Drayton Valley.

As I reviewed your concept I soon realized this is the same philosophical approach that Eagle Point-Blue Rapids Parks Council has taken with our Environmental Education Program. Our desire is to see the Environmental Education Program, with its delivery focused at the Rotary Pembina Nordic Education Centre, support free student learning, increase local economic diversity, and ultimately become a resilient and self-sustaining component to the Eagle Point-Blue Rapids Parks Council. As you know in 2018 our program delivered free educational services to over 2250 learners. Our goal is to create and facilitate learning opportunities for individuals to help them connect with nature in a way that promotes good mental health, physical wellness, and environmental stewardship.

We are happy to offer this service to local residents and are working to engage regional schools, youth groups, adult organizations and businesses to come to the Rotary Pembina Nordic Education Centre to participate in Environmental Education Programming, retreats, and corporate team building opportunities. Our plan is to continue to deliver youth services free of charge through the support of government grants and corporate sponsorship. Revenue generation will be achieved through retreat facilitation, team building workshops, adult recreation opportunities and facility rental, with a focus of targeting institutions and organizations within 120 kilometers of Drayton Valley. The Education Centre, and its beautiful location, offers incredible potential for youth and adult programming opportunities. We are incredibly excited by what our organization could do to help in contributing to Drayton Valley becoming recognized for unique educational services.

Box 7355 | 5136 – 51 Avenue | Drayton Valley, Alberta | T7A 1S5
Telephone: 780-898-7275 | Fax: 780-542-6905 | www.epbrparksCouncil.org | admin@epbrparksCouncil.org



I sympathize with the budget constraints you are experiencing at this time and appreciate that you have specific priority areas. I also acknowledge the sentiment of Town Council that the Eagle Point and Blue Rapids Parks are designated as Provincial Parks, and as such should be granted significant funding by the Province. Alberta Environment and Parks for the past four years has provided a \$50,000 operating grant per year and over the past nine years has supplied an office space within the Provincial building, absorbed office utility costs as well as provided professional services to staff (consulting and training). Leaving the issue of Provincial funding aside and examining simply the strategic advantage of operating the Environmental Education Program is something I would ask Town Council to consider. Locally, this service provides significant support to the schools in areas of environmental awareness, youth wellness and stewardship. Looking to expand our services as a more regional hub for environmental education to regional schools, youth groups, organizations and businesses holds significant potential for economic developments. Through our Environmental Education Program, we too are striving to create a sense of hope and opportunity as well economic diversification for our region. To me, this mirrors the approach you have taken with your Zero-Fee Tuition program and similarly will take a level of investment for it to be successful.

I hope this explanation more clearly explains the education strategy and business plan supported by the Eagle Point-Blue Rapids Parks Council. I believe that we share a common vision in utilizing education as a means for economic diversification and sustainability in Drayton Valley.

Sincerely,

A handwritten signature in blue ink, appearing to be "SL", is written over a faint, light-colored circular stamp or watermark.

Sandra Bannard
Executive Director
Eagle Point-Blue Rapids Parks Council

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

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

January-07-19

CATEGORY	Trend	2014	2015	2016	2017	2018
Homicides & Offences Related to Death		0	0	0	0	1
Robbery		8	6	5	5	3
Sexual Assaults		10	9	13	14	8
Other Sexual Offences		7	3	9	7	14
Assault		150	114	84	101	142
Kidnapping/Hostage/Abduction		2	2	1	4	2
Extortion		1	0	1	0	2
Criminal Harassment		23	23	16	22	23
Uttering Threats		44	50	29	37	40
Other Persons		0	0	0	0	1
TOTAL PERSONS		245	207	158	190	236
Break & Enter		77	76	91	113	178
Theft of Motor Vehicle		93	70	68	92	121
Theft Over \$5,000		12	12	7	9	22
Theft Under \$5,000		329	273	271	351	523
Possn Stn Goods		51	25	31	46	91
Fraud		53	57	54	80	89
Arson		1	2	0	2	4
Mischief To Property		344	273	176	213	236
TOTAL PROPERTY		960	788	698	906	1,264
Offensive Weapons		27	19	15	15	20
Disturbing the peace		94	73	40	97	83
OTHER CRIMINAL CODE		249	220	177	193	278
TOTAL OTHER CRIMINAL CODE		370	312	232	305	381
TOTAL CRIMINAL CODE		1,575	1,307	1,088	1,401	1,881


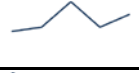
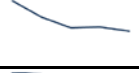
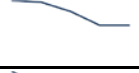

**Drayton Valley Municipal Detachment
Crime Statistics (Actual)
January to December: 2014 - 2018**

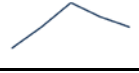
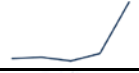

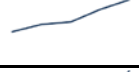


All categories contain "Attempted" and/or "Completed"

January-07-19

CATEGORY	Trend	2014	2015	2016	2017	2018
Drug Enforcement - Production		0	0	0	1	1
Drug Enforcement - Possession		75	41	31	48	64
Drug Enforcement - Trafficking		20	28	13	15	19
Drug Enforcement - Other		1	0	4	0	0
Total Drugs		96	69	48	64	84
Federal - General		6	8	7	17	30
TOTAL FEDERAL		102	77	55	81	114
Liquor Act		17	12	15	13	19
Other Provincial Stats		95	105	94	88	163
Total Provincial Stats		112	117	109	101	182
Municipal By-laws Traffic		10	8	5	5	2
Municipal By-laws		82	100	90	97	95
Total Municipal		92	108	95	102	97
Fatals		0	1	0	1	1
Injury MVC		7	8	14	8	11
Property Damage MVC (Reportable)		373	269	203	207	182
Property Damage MVC (Non Reportable)		38	37	31	22	22
TOTAL MVC		418	315	248	238	216
Provincial Traffic		534	419	475	361	708
Other Traffic		4	10	17	13	10
Criminal Code Traffic		106	78	72	64	88
Common Police Activities						
False Alarms		315	310	276	248	203
False/Abandoned 911 Call and 911 Act		107	126	106	106	121
Suspicious Person/Vehicle/Property		45	96	69	106	167
Persons Reported Missing		16	9	33	31	28
Spousal Abuse - Survey Code		151	162	139	126	120

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

January to December	Trend	2014	2015	2016	2017	2018
Fatals		0	1	0	1	1
Injury MVC		7	8	14	8	11
Property Damage MVC (Reportable)		373	269	203	207	182
Property Damage MVC (Non Reportable)		38	37	31	22	22
Total MVC		418	315	248	238	216

January to December	Trend	2014	2015	2016	2017	2018
Roadside Suspensions - alcohol related - No charge**		4	10	17	13	10
Occupant Restraint/Seatbelt Violations**		4	6	0	12	96
Speeding Violations**		20	8	129	27	25
Intersection Related Violations**		11	14	15	20	24
Other Non-Moving Violation**		97	89	88	78	311
Other CC Traffic***		12	15	14	16	7

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

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

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

January-07-19

CATEGORY	Trend	2014	2015	2016	2017	2018
Homicides & Offences Related to Death		0	0	0	0	0
Robbery		0	0	1	0	1
Sexual Assaults		2	2	2	0	0
Other Sexual Offences		2	0	0	1	0
Assault		11	10	3	4	11
Kidnapping/Hostage/Abduction		0	1	0	0	0
Extortion		0	0	0	0	1
Criminal Harassment		2	1	2	1	2
Uttering Threats		5	7	2	2	0
Other Persons		0	0	0	0	0
TOTAL PERSONS		22	21	10	8	15
Break & Enter		7	7	3	17	13
Theft of Motor Vehicle		3	7	4	12	8
Theft Over \$5,000		1	1	1	2	3
Theft Under \$5,000		14	26	18	36	38
Possn Stn Goods		1	0	1	2	6
Fraud		4	8	5	7	6
Arson		0	0	0	0	1
Mischief To Property		21	17	10	12	22
TOTAL PROPERTY		51	66	42	88	97
Offensive Weapons		2	0	0	0	1
Disturbing the peace		6	2	3	9	3
OTHER CRIMINAL CODE		21	15	18	14	13
TOTAL OTHER CRIMINAL CODE		29	17	21	23	17
TOTAL CRIMINAL CODE		102	104	73	119	129

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

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

January-07-19

CATEGORY	Trend	2014	2015	2016	2017	2018
Drug Enforcement - Production		0	0	0	0	0
Drug Enforcement - Possession		6	0	2	7	2
Drug Enforcement - Trafficking		1	1	1	1	1
Drug Enforcement - Other		0	0	0	0	0
Total Drugs		7	1	3	8	3
Federal - General		0	0	0	1	0
TOTAL FEDERAL		7	1	3	9	3
Liquor Act		3	0	1	1	1
Other Provincial Stats		9	13	7	5	9
Total Provincial Stats		12	13	8	6	10
Municipal By-laws Traffic		1	0	1	0	0
Municipal By-laws		7	5	2	4	3
Total Municipal		8	5	3	4	3
Fatals		0	0	0	0	0
Injury MVC		1	0	1	2	1
Property Damage MVC (Reportable)		41	28	22	14	13
Property Damage MVC (Non Reportable)		3	2	5	2	1
TOTAL MVC		45	30	28	18	15
Provincial Traffic		48	31	42	30	26
Other Traffic		1	0	1	0	0
Criminal Code Traffic		17	6	5	6	6
Common Police Activities						
False Alarms		27	15	27	23	10
False/Abandoned 911 Call and 911 Act		11	14	8	5	6
Suspicious Person/Vehicle/Property		6	6	4	4	11
Persons Reported Missing		3	1	2	3	3
Spousal Abuse - Survey Code		18	14	13	2	8

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

December	Trend	2014	2015	2016	2017	2018
Fatals		0	0	0	0	0
Injury MVC		1	0	1	2	1
Property Damage MVC (Reportable)		41	28	22	14	13
Property Damage MVC (Non Reportable)		3	2	5	2	1
Total MVC		45	30	28	18	15

December	Trend	2014	2015	2016	2017	2018
Roadside Suspensions - alcohol related - No charge**		0	0	1	0	0
Occupant Restraint/Seatbelt Violations**		0	0	0	0	0
Speeding Violations**		0	0	8	2	0
Intersection Related Violations**		0	0	2	0	0
Other Non-Moving Violation**		0	7	12	9	14
Other CC Traffic***		1	1	0	1	1

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

Drayton Valley Municipal Detachment

January to December: 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)		93	70	68	92	121		88.8	19.2	108.0	Issue	7.8
Auto		4	3	6	4	15		6.4	4.4	10.8	Issue	2.3
Truck/SUV/Van		59	53	49	66	79		61.2	10.6	71.8	Issue	5.3
Motorcycle		6	1	0	0	8		3.0	3.3	6.3	Issue	0.3
Other		15	12	11	20	15		14.6	3.1	17.7	Within Norm	0.8
Take Auto without Consent		9	1	2	2	4		3.6	2.9	6.5	Within Norm	-0.9
Break and Enter (Total)*		77	76	91	113	178		107.0	37.9	144.9	Issue	23.9
Business		32	36	51	47	71		47.4	13.7	61.1	Issue	8.9
Residence		30	33	28	43	53		37.4	9.4	46.8	Issue	5.6
Cottage or Seasonal Residence		0	0	0	0	0		0.0	0.0	0.0	Within Norm	0
Other		11	5	6	20	39		16.2	12.6	28.8	Issue	7.1
Theft from a motor vehicle		127	88	102	145	271		146.6	65.2	211.8	Issue	34.5
Shoplifting		23	44	37	60	70		46.8	16.6	63.4	Issue	11
Mail Theft		0	1	0	9	9		3.8	4.3	8.1	Issue	2.6
Theft of bicycle		6	4	11	15	14		10.0	4.3	14.3	Within Norm	2.7
Other Theft		185	148	128	131	180		154.4	24.0	178.4	Issue	-2.7
Mischief To Property		344	273	176	213	236		248.4	57.3	305.7	Within Norm	-27.6
Suspicious Person/ Vehicle/ Property		45	96	69	106	167		96.6	41.2	137.8	Issue	25.4
Fail to Comply/Breach		154	98	100	90	176		123.6	34.7	158.3	Issue	3.6
Person Reported Missing		16	9	33	31	28		23.4	9.3	32.7	Within Norm	4.6
Wellbeing Check		N/A	N/A	30	42	67		46.3	15.4	61.7	Issue	18.5
Mental Health Act		84	90	71	69	111		85.0	15.2	100.2	Issue	3.3
False Alarms		315	310	276	248	203		270.4	41.6	312.0	Within Norm	-28.6
911 Act		107	126	106	106	121		113.2	8.6	121.8	Within Norm	0.8
K Div - Front Counter Complaints		1,764	566	523	565	474		778.4	494.0	1272.4	Within Norm	-258.1

Traffic	Trend	2014	2015	2016	2017	2018		Mean	Std Deviation	Mean + 1 Std Dev	FLAG	Slope
Roadside Suspensions - alcohol related - No grounds to charge**		4	10	17	13	10		10.8	4.3	15.1	Within Norm	1.5
Occupant Restraint/Seatbelt Violations**		4	6	0	12	96		23.6	36.4	60.0	Issue	19
Speeding Violations**		20	8	129	27	25		41.8	44.1	85.9	Within Norm	2.9
Intersection Related Violations**		11	14	15	20	24		16.8	4.6	21.4	Issue	3.2
Other Non-Moving Violation**		97	89	88	78	311		132.6	89.4	222.0	Issue	41.7
Other CC Traffic***		12	15	14	16	7		12.8	3.2	16.0	Within Norm	-0.9

RCMP-GRC

Drayton Valley Municipal Detachment

Crime Statistics (Actual)

ROYAL CANADIAN MOUNTED POLICE • GENDARMERIE ROYALE DU CANADA



January to January: 2014 - 2019

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

February-19-19

CATEGORY	Trend	2014	2015	2016	2017	2018	2019	% Change 2014 - 2019	% Change 2018 - 2019	Avg File +/- per Year
Homicides & Offences Related to Death		0	0	0	0	1	0	N/A	-100%	0.1
Robbery		1	1	0	0	0	0	-100%	N/A	-0.2
Sexual Assaults		0	0	0	2	0	0	N/A	N/A	0.1
Other Sexual Offences		0	0	0	0	1	0	N/A	-100%	0.1
Assault		24	16	11	7	8	8	-67%	0%	-3.1
Kidnapping/Hostage/Abduction		1	1	0	0	0	0	-100%	N/A	-0.2
Extortion		0	0	0	0	1	0	N/A	-100%	0.1
Criminal Harassment		1	2	1	3	1	0	-100%	-100%	-0.2
Uttering Threats		5	2	5	1	1	3	-40%	200%	-0.5
TOTAL PERSONS		32	22	17	13	13	11	-66%	-15%	-3.9
Break & Enter		8	5	6	3	31	9	13%	-71%	2.3
Theft of Motor Vehicle		8	4	3	4	9	8	0%	-11%	0.5
Theft Over \$5,000		2	1	0	0	2	0	-100%	-100%	-0.2
Theft Under \$5,000		29	26	16	29	36	38	31%	6%	2.5
Possn Stn Goods		8	2	0	2	7	4	-50%	-43%	-0.1
Fraud		7	1	2	10	7	8	14%	14%	0.9
Arson		0	0	0	0	0	0	N/A	N/A	0.0
Mischief To Property		19	22	13	16	5	14	-26%	180%	-2.1
TOTAL PROPERTY		81	61	40	64	97	81	0%	-16%	3.8
Offensive Weapons		3	2	2	0	1	0	-100%	-100%	-0.6
Disturbing the peace		9	11	2	5	9	4	-56%	-56%	-0.8
Fail to Comply & Breaches		19	12	10	6	14	19	0%	36%	0.1
OTHER CRIMINAL CODE		2	3	2	3	2	3	50%	50%	0.1
TOTAL OTHER CRIMINAL CODE		33	28	16	14	26	26	-21%	0%	-1.2
TOTAL CRIMINAL CODE		146	111	73	91	136	118	-19%	-13%	-1.3

RCMP-GRC

Drayton Valley Municipal Detachment

Crime Statistics (Actual)



ROYAL CANADIAN MOUNTED POLICE • GENDARMERIE ROYALE DU CANADA

January to January: 2014 - 2019

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

February-19-19

CATEGORY	Trend	2014	2015	2016	2017	2018	2019	% Change 2014 - 2019	% Change 2018 - 2019	Avg File +/- per Year
Drug Enforcement - Production		0	0	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession		3	4	3	2	4	1	-67%	-75%	-0.3
Drug Enforcement - Trafficking		1	2	0	0	1	1	0%	0%	-0.1
Drug Enforcement - Other		0	0	0	0	0	0	N/A	N/A	0.0
Total Drugs		4	6	3	2	5	2	-50%	-60%	-0.4
Cannabis Enforcement		0	0	0	0	0	0	N/A	N/A	0.0
Federal - General		1	0	1	0	0	3	200%	N/A	0.3
TOTAL FEDERAL		5	6	4	2	5	5	0%	0%	-0.1
Liquor Act		1	0	0	0	3	1	0%	-67%	0.3
Cannabis Act		0	0	0	0	0	1	N/A	N/A	0.1
Mental Health Act		4	7	9	6	12	4	0%	-67%	0.3
Other Provincial Stats		9	3	17	5	16	14	56%	-13%	1.5
Total Provincial Stats		14	10	26	11	31	20	43%	-35%	2.2
Municipal By-laws Traffic		1	1	0	0	0	0	-100%	N/A	-0.2
Municipal By-laws		4	2	8	3	1	1	-75%	0%	-0.7
Total Municipal		5	3	8	3	1	1	-80%	0%	-0.9
Fatals		0	0	0	0	0	0	N/A	N/A	0.0
Injury MVC		0	0	1	0	2	1	N/A	-50%	0.3
Property Damage MVC (Reportable)		36	32	26	12	33	21	-42%	-36%	-2.5
Property Damage MVC (Non Reportable)		3	6	3	2	1	4	33%	300%	-0.3
TOTAL MVC		39	38	30	14	36	26	-33%	-28%	-2.5
Provincial Traffic		45	24	32	24	52	102	127%	96%	10.3
Other Traffic		0	1	1	1	2	4	N/A	100%	0.7
Criminal Code Traffic		11	6	5	4	8	9	-18%	13%	-0.1
Common Police Activities										
False Alarms		14	20	24	14	24	15	7%	-38%	0.2
False/Abandoned 911 Call and 911 Act		5	10	8	2	8	6	20%	-25%	-0.2
Suspicious Person/Vehicle/Property		4	9	11	6	9	16	300%	78%	1.6
Persons Reported Missing		0	1	1	1	2	2	N/A	0%	0.4
Spousal Abuse - Survey Code (Reported)		15	19	26	12	10	17	13%	70%	-0.9

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Drayton Valley Municipal Detachment

Crime Statistics (Actual)

ROYAL CANADIAN MOUNTED POLICE • GENDARMERIE ROYALE DU CANADA



January: 2014 - 2019

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February-19-19

CATEGORY	Trend	2014	2015	2016	2017	2018	2019	% Change 2014 - 2019	% Change 2018 - 2019	Avg File +/- per Year
Homicides & Offences Related to Death		0	0	0	0	1	0	N/A	-100%	0.1
Robbery		1	1	0	0	0	0	-100%	N/A	-0.2
Sexual Assaults		0	0	0	2	0	0	N/A	N/A	0.1
Other Sexual Offences		0	0	0	0	1	0	N/A	-100%	0.1
Assault		24	16	11	7	8	8	-67%	0%	-3.1
Kidnapping/Hostage/Abduction		1	1	0	0	0	0	-100%	N/A	-0.2
Extortion		0	0	0	0	1	0	N/A	-100%	0.1
Criminal Harassment		1	2	1	3	1	0	-100%	-100%	-0.2
Uttering Threats		5	2	5	1	1	3	-40%	200%	-0.5
TOTAL PERSONS		32	22	17	13	13	11	-66%	-15%	-3.9
Break & Enter		8	5	6	3	31	9	13%	-71%	2.3
Theft of Motor Vehicle		8	4	3	4	9	8	0%	-11%	0.5
Theft Over \$5,000		2	1	0	0	2	0	-100%	-100%	-0.2
Theft Under \$5,000		29	26	16	29	36	38	31%	6%	2.5
Possn Stn Goods		8	2	0	2	7	4	-50%	-43%	-0.1
Fraud		7	1	2	10	7	8	14%	14%	0.9
Arson		0	0	0	0	0	0	N/A	N/A	0.0
Mischief To Property		19	22	13	16	5	14	-26%	180%	-2.1
TOTAL PROPERTY		81	61	40	64	97	81	0%	-16%	3.8
Offensive Weapons		3	2	2	0	1	0	-100%	-100%	-0.6
Disturbing the peace		9	11	2	5	9	4	-56%	-56%	-0.8
Fail to Comply & Breaches		19	12	10	6	14	19	0%	36%	0.1
OTHER CRIMINAL CODE		2	3	2	3	2	3	50%	50%	0.1
TOTAL OTHER CRIMINAL CODE		33	28	16	14	26	26	-21%	0%	-1.2
TOTAL CRIMINAL CODE		146	111	73	91	136	118	-19%	-13%	-1.3

RCMP-GRC

Drayton Valley Municipal Detachment

Crime Statistics (Actual)

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February-19-19

CATEGORY	Trend	2014	2015	2016	2017	2018	2019	% Change 2014 - 2019	% Change 2018 - 2019	Avg File +/- per Year
Drug Enforcement - Production		0	0	0	0	0	0	N/A	N/A	0.0
Drug Enforcement - Possession		3	4	3	2	4	1	-67%	-75%	-0.3
Drug Enforcement - Trafficking		1	2	0	0	1	1	0%	0%	-0.1
Drug Enforcement - Other		0	0	0	0	0	0	N/A	N/A	0.0
Total Drugs		4	6	3	2	5	2	-50%	-60%	-0.4
Cannabis Enforcement		0	0	0	0	0	0	N/A	N/A	0.0
Federal - General		1	0	1	0	0	3	200%	N/A	0.3
TOTAL FEDERAL		5	6	4	2	5	5	0%	0%	-0.1
Liquor Act		1	0	0	0	3	1	0%	-67%	0.3
Cannabis Act		0	0	0	0	0	1	N/A	N/A	0.1
Mental Health Act		4	7	9	6	12	4	0%	-67%	0.3
Other Provincial Stats		9	3	17	5	16	14	56%	-13%	1.5
Total Provincial Stats		14	10	26	11	31	20	43%	-35%	2.2
Municipal By-laws Traffic		1	1	0	0	0	0	-100%	N/A	-0.2
Municipal By-laws		4	2	8	3	1	1	-75%	0%	-0.7
Total Municipal		5	3	8	3	1	1	-80%	0%	-0.9
Fatals		0	0	0	0	0	0	N/A	N/A	0.0
Injury MVC		0	0	1	0	2	1	N/A	-50%	0.3
Property Damage MVC (Reportable)		36	32	26	12	33	21	-42%	-36%	-2.5
Property Damage MVC (Non Reportable)		3	6	3	2	1	4	33%	300%	-0.3
TOTAL MVC		39	38	30	14	36	26	-33%	-28%	-2.5
Provincial Traffic		45	24	32	24	52	102	127%	96%	10.3
Other Traffic		0	1	1	1	2	4	N/A	100%	0.7
Criminal Code Traffic		11	6	5	4	8	9	-18%	13%	-0.1
Common Police Activities										
False Alarms		14	20	24	14	24	15	7%	-38%	0.2
False/Abandoned 911 Call and 911 Act		5	10	8	2	8	6	20%	-25%	-0.2
Suspicious Person/Vehicle/Property		4	9	11	6	9	16	300%	78%	1.6
Persons Reported Missing		0	1	1	1	2	2	N/A	0%	0.4
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Category	Trend	2014	2015	2016	2017	2018	2019	FLAG
Theft Motor Vehicle (Total)		8	4	3	4	9	8	Within Norm
Auto		1	0	0	0	3	0	Within Norm
Truck/SUV/Van		6	3	2	4	5	6	Issue
Motorcycle		0	0	0	0	1	0	Within Norm
Other		0	1	1	0	0	1	Within Norm
Take Auto without Consent		1	0	0	0	0	1	Issue
Break and Enter (Total)*		8	5	6	3	31	9	Within Norm
Business		6	1	5	1	18	0	Within Norm
Residence		1	4	1	1	8	4	Within Norm
Cottage or Seasonal Residence		0	0	0	0	0	0	Within Norm
Other		0	0	0	0	4	2	Within Norm
Theft Over & Under \$5,000 (Total)		31	27	16	29	38	38	Issue
Theft from a motor vehicle		10	3	1	9	18	21	Issue
Shoplifting		1	7	2	6	4	4	Within Norm
Mail Theft		0	1	0	0	1	1	Within Norm
Theft of bicycle		1	0	0	0	1	0	Within Norm
Other Theft		19	16	13	14	14	12	Within Norm

Mischief To Property		19	22	13	16	5	14	Within Norm
Suspicious Person/ Vehicle/ Property		4	9	11	6	9	16	Issue
Fail to Comply/Breach		19	12	10	6	14	19	Issue
Wellbeing Check		0	0	0	6	5	6	Issue
Mental Health Act		4	7	9	6	12	4	Within Norm
False Alarms		14	20	24	14	24	15	Within Norm

Traffic	Trend	2014	2015	2016	2017	2018	2019	FLAG
Roadside Suspensions - alcohol related - No grounds to charge*		0	1	1	1	2	4	Issue
Occupant Restraint/Seatbelt Violations*		1	0	0	0	8	18	Issue
Speeding Violations*		1	0	1	1	3	0	Within Norm
Intersection Related Violations*		1	1	1	1	3	2	Within Norm
Other Non-Moving Violation*		5	3	9	5	19	41	Issue
Other CC Traffic**		0	1	2	1	0	3	Issue

"Actual" *"Reported"

Categories flagged with "Issue" only indicate that the current number of offences are higher the statistical norm based on previous years.

