



Agenda

Call to Order

National Anthem

1.0 Additions to the Agenda

2.0 Adoption of Agenda

3.0 Corrections or Amendments:

- | | |
|---|-------|
| 3.1. May 1, 2019, Regular Meeting of Council Minutes | 3-7 |
| 3.2. May 1, 2019, Public Hearing Minutes, Bylaw 2019/06/P | 8-9 |
| 3.3. May 8, 2019, Special Meeting of Council Minutes | 10-14 |

4.0 Adoption of:

- | |
|---|
| 4.1. May 1, 2019, Regular Meeting of Council Minutes |
| 4.2. May 1, 2019, Public Hearing Minutes, Bylaw 2019/06/P |
| 4.3. May 8, 2019, Special Meeting of Council Minutes |

5.0 Delegations / Administrative Updates

- | | |
|--|----|
| 5.1. <u>Cause for Critters – Lesley Gigg and Amanda Osbourne</u> | 15 |
|--|----|

6.0 Decision Items Pages 16-108

6.1. ATCO Gas and Pipelines Ltd. (ATCO) Natural Gas Distribution System Franchise Agreement Bylaw 2019/08/F Presented for First Reading	16-51
6.2. Traffic Enforcement Amending (Maximum Speed Limits) Bylaw 2019/07/P Presented for Second and Third Readings	52-56
6.3. Proposed Land Use Amending (Direct Control Three (DC-3)) Residential to Low-impact Commercial Conversion Bylaw 2019/11/D Presented for First Reading	57-80
6.4. Discretionary Use at 5037 62 Street (Lot 1; Block 100; Plan 4057MC) - Development Permit Application DV19-013	81-95
6.5. Appointment of Prohibited Noxious & Noxious Weed Inspectors for 2019 Season	96-100
6.6. Re-allocation of Capital funds	101-102
6.7. Contract Award CP 244 (62 St / RR 75) Construction	103-108

7.0 Department Reports

7.1. Engineering and Development/Capital Project Update	Rick Wheatley
7.2. Community Services and FCSS	Bernice Taylor
7.3. Emergency Services	Tom Thomson
7.4. CAO/Administration	Winston Rossouw

8.0	Council Reports	
8.1.	Deputy Mayor Ballas	
8.2.	Councillor Peebles	
8.3.	Councillor Dodds	
8.4.	Councillor Gammana	
8.5.	Councillor McGee	
8.6.	Councillor Wheeler	
8.7.	Mayor Doerksen	

9.0	Information Items	Pages 109-126
9.1.	Economic Development Committee Meeting Notes – January 8, 2019, and February 12, 2019	110-115
9.2.	Sustainability Committee Meeting Notes – March 14, 2019	116-118
9.3.	Aquatic Facility Committee Meeting Minutes – April 18, 2019	119-121
9.4.	Budget Meeting Notes – April 29, 2019	122-124
9.5.	Drayton Valley / Brazeau County Fire Services Stats – April 2019	125-126

10.0 Adjournment



Meeting Minutes

THOSE PRESENT:

Mayor Doerksen
Councillor Dodds
Councillor Gammana
Councillor Peebles
Councillor Wheeler
Winston Rossouw, Chief Administrative Officer
Bernice Taylor, Acting Director of Community Services
Rick Wheatley, Director of Engineering
Tom Thomson, Fire Chief
Kevin McMillan, Director of Finance
Merlin Klassen, Health & Safety Coordinator, Director of Emergency Management
Jennifer Stone, Executive Assistant and Communications
Sabine Landmark, Administrative Assistant

Erin Felker, Manager, Corporate Initiatives
Matt Ellis, Planner
Keith Arndt, Planning and Development Officer
Hari Dusi, Junior Networks & Systems Administrator
Jody Poulin, Community Peace Officer
Mark Smith, MLA Drayton Valley-Devon
S/Sgt. Malcolm Callihoo, RCMP
Cathy Weetman, Western Review
Members of the Public

ABSENT:

Deputy Mayor Ballas
Councillor McGee

CALL TO ORDER

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

Councillor Gammana entered the meeting at 9:03 a.m.

1.0 Additions to the Agenda

Following item was added to the Agenda:

8.8. Variance for Height of Fence Constructed at 5504 39 Street (Lot 69; Block 63; Plan 942 2552) - Development Permit Application DV19-009

2.0 Adoption of Agenda

RESOLUTION #074/19

Councillor Wheeler moved to adopt the Agenda for the May 1, 2019, Regular Meeting of Council, as amended.

CARRIED

3.0 Corrections or Amendments:

3.1. April 10, 2019, Regular Meeting of Council Minutes

There were no corrections or amendments to the April 10, 2019, Regular Meeting of Council Minutes.

3.2. April 24, 2019, Special Meeting of Council Minutes

There were no corrections or amendments to the April 24, 2019, Special Meeting of Council Minutes.

4.0 Adoption of:

4.1. April 10, 2019, Regular Meeting of Council Minutes

4.2. April 24, 2019, Special Meeting of Council Minutes

RESOLUTION #075/19

Councillor Gammana moved to adopt the Minutes of the April 10, 2019, Regular Meeting of Council, and the April 24, 2019, Special Meeting of Council, as presented.

CARRIED

5.0 Proclamations

5.1. National Public Works Week May 19-25, 2019

Mayor Doerksen proclaimed May 19-25, 2019, as Public Works Week in the Town of Drayton Valley.

5.2. Endangered Species Day – May 17, 2019

Mayor Doerksen proclaimed May 17, 2019, as Endangered Species Day in the Town of Drayton Valley.

6.0 Public Hearings

6.1. Temporary Shelter Bylaw 2019/06/P

A separate set of Minutes were taken for the Public Hearing.

7.0 Delegations / Administrative Updates

7.1. Drayton Valley RCMP Stats – February and March 2019 – S/Sgt. Malcolm Callihoo

This item was presented later on the Agenda.

8.0 Decision Items

8.1. Temporary Shelter Bylaw 2019/06/P, Presented for Second and Third Reading

RESOLUTION #076/19

Councillor Peebles moved that Council give Second Reading to Temporary Shelter Bylaw 2019/06/P, as amended.

CARRIED

RESOLUTION #077/19

Councillor Gammana moved that Council give Third Reading to Temporary Shelter Bylaw 2019/06/P, as amended.

CARRIED

8.2. 2019 Commercial and Industrial Property Tax Relief Petition

RESOLUTION #078/19

Councillor Dodds moved that Council accept the submission from commercial and industrial property owners requesting a tax relief program as information.

CARRIED

8.3. Appointment of Bylaw Enforcement Officer

RESOLUTION #079/19

Councillor Dodds moved that Council appoint Jody Poulin as a Bylaw Enforcement Officer for the Town of Drayton Valley pursuant to Bylaw 2005/13/P.

CARRIED

8.4. Traffic Enforcement Amending (Maximum Speed Limits) Bylaw 2019/07/P

RESOLUTION #080/19

Councillor Gammana moved that Council give First Reading to proposed Traffic Enforcement Amending (Maximum Speed Limits) Bylaw 2019/07/P, as presented.

CARRIED

8.5. Town of Drayton Valley Recreation Fee Assistance Program

RESOLUTION #081/19

Councillor Wheeler moved that Council take from the table Resolution #066/19.

CARRIED

RESOLUTION #066/19

Councillor Wheeler moved that Council approve the Town of Drayton Valley Recreation Fee Assistance Program guidelines, application form and funding as presented.

DEFEATED

8.6. Drayton Valley and District Historical Society Funding Request

RESOLUTION #082/19

Councillor Dodds moved that Council take from the table the resolution dealing with the funding request from the Drayton Valley and District Historical Society.

CARRIED

RESOLUTION #083/19

Councillor Dodds moved that Council approve an allocation of \$5,000 from the 2019 Capital Project No. 371 to the Drayton Valley and District Historical Society.

DEFEATED

8.7. Eagle Point – Blue Rapids Parks Council : Letter of Support Request

RESOLUTION #084/19

Councillor Wheeler moved that Council provide a Letter of Support for the grant application to Alberta Environment and Parks by Eagle Point – Blue Rapids Parks Council.

CARRIED

8.8. Variance for Height of Fence Constructed at 5504 39 Street (Lot 69; Block 63; Plan 942 2552) - Development Permit Application DV19-009

RESOLUTION #085/19

Councillor Wheeler moved that Council approve Development Permit DV19-009 with the requested variances for the posts of an "as built" fence in the Side Yard, but refuses the requested variances for the fence and posts in the Front Yard.

CARRIED

Mayor Doerksen called a break at 10:16 a.m.

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

S/Sgt. Callihoo entered the meeting at 10:27 a.m.

7.0 Delegations / Administrative Updates

7.1. Drayton Valley RCMP Stats – February and March 2019 – S/Sgt. Malcolm Callihoo

S/Sgt. Callihoo presented Council with the February and March 2019 RCMP statistics for the Town of Drayton Valley.

9.0 Department Reports

9.1. Engineering and Development/Capital Project Update

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

9.2. Community Services and FCSS

Mrs. Taylor provided an update on the activities of the Community Services Department, FCSS and Early Childhood Development Centre.

9.3. Emergency Services

Fire Chief Thomson reviewed the Drayton Valley/Brazeau County Fire Services stats for March 2019 with Council and advised that the Kids Fire Camp registration is open today.

9.4. CAO/Administration

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

10.0 Council Reports

10.1. Councillor Wheeler

- “I Am Empowered” Conference
- EPAC Festival
- Aquatic Facility Committee Meeting
- Advised of upcoming events

10.2. Deputy Mayor Ballas

- Was not present to give a report.

10.3. Councillor Peebles

- April 11-12 – Council Retreat and Dinner with Devon Town Council
- Delegation to Missouri, USA
- April 25 – Quarterly Department Meeting
- April 29 – Budget Meeting

10.4. Councillor Dodds

- April 11-12 – Council Retreat and Dinner with Devon Town Council
- Economic Development and Zero Fee Meetings
- April 16 – RCMP Delegation at Brazeau County Office
- April 25 – Quarterly Department Meeting
- April 29 – Budget Meeting

10.5. Councillor Gammana

- April 11-12 – Council Retreat and Dinner with Devon Town Council
- April 15 – Zero Fee Meeting

- April 16 – Community Dinner
- April 16 – RCMP Delegation at Brazeau County Office
- April 25 – Quarterly Department Meeting
- April 29 – Budget Meeting

10.6. Mayor Doerksen

- Delegation to Missouri, USA
- April 26 – Meeting with Minister Sohi
- April 26 – Dinner with Mayors from Edson, Whitecourt, and Hinton
- April 30 – Battle of the Books
- April 30 – Meeting with Mark Smith, MLA Drayton Valley-Devon

11.0 Information Items

11.1. Councillor Wheeler Conference Report – Recycling Council of Alberta, March 26, 2019

11.2. Drayton Valley / Brazeau County Fire Services Stats – March 2019

11.3. Drayton Valley RCMP Stats – February and March 2019

11.4. Brazeau Foundation Board Minutes – March 11, 2019

11.5. Aquatic Facility Committee Minutes – March 8, 2019

11.6. STAR Catholic School Board Highlights – April 2019

RESOLUTION #086/19

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

CARRIED

12.0 Adjournment

Mayor Doerksen adjourned the meeting at 11:04 a.m.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

MINUTES OF PUBLIC HEARING

May 1, 2019
BYLAW 2019/06/P

THOSE PRESENT:

Mayor Doerksen
Councillor Dodds
Councillor Gammana
Councillor Peebles
Councillor Wheeler
Winston Rossouw, Chief Administrative Officer
Bernice Taylor, Acting Director of Community Services
Rick Wheatley, Director of Engineering
Tom Thomson, Fire Chief
Kevin McMillan, Director of Finance
Merlin Klassen, Health & Safety Coordinator, Director of Emergency Management
Jennifer Stone, Executive Assistant and Communications

Sabine Landmark, Administrative Assistant
Erin Felker, Manager, Corporate Initiatives
Matt Ellis, Planner
Keith Arndt, Planning and Development Officer
Hari Dusi, Junior Networks & Systems Administrator
Jody Poulin, Community Peace Officer
Mark Smith, MLA Drayton Valley-Devon
S/Sgt. Malcolm Callihoo, RCMP
Cathy Weetman, Western Review
Members of the Public

ABSENT:

Deputy Mayor Ballas
Councillor McGee

ITEM

Bylaw 2019/06/P – to allow the adoption of a new Temporary Shelter Bylaw for the Town of Drayton Valley.

CALL TO ORDER

Mayor Doerksen declared the Public Hearing open at 9:10 a.m.

PURPOSE OF THE PUBLIC HEARING

To receive comments, concerns and questions from the public with regard to the proposed new Temporary Shelter Bylaw. Said Bylaw, if passed, will provide the ability for Peace Officers to effectively deal with issues surrounding the construction of temporary shelters, the human habitation in camping units on private property, and the camping on public lands.

BACKGROUND

The above Bylaw has received First Reading at the April 10, 2019, Regular Meeting of Council, which may be followed by Second and Third 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 done through newspaper advertising and on the Town of Drayton Valley website. 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 no written submissions received.

ADJOURNMENT

Mayor Doerksen declared the Public Hearing closed at 9:11 a.m.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

DRAFT

WAIVER OF NOTICE FOR SPECIAL MEETING OF DRAYTON VALLEY TOWN COUNCIL

As per Section 194 of the MGA, Revised Statutes of Alberta 2000, Chapter M-26, the Drayton Valley Town Council hereby waives notice of a Special Meeting to be held on May 8, 2019, at 8:45 a.m. at the Civic Centre, 5120-52 Street, Council Chambers, for the following purpose:

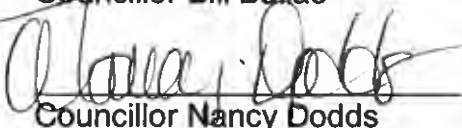
Council to approve the:

- a. Mill Rate Bylaw 2019/09/F
- b. Proposed Temporary Reduction of Penalties for Non-payment of Property Taxes – Bylaw 2019/10/F
- c. 2019 Final Fee Schedule
 - 2019 Final Total Works Fitness Centre Fee Schedule
 - 2019 Final Fee Schedule
- d. 2019 Final Budget
 - 2019 Final Operating Budget for Public Health and Welfare
 - 2019 Final Operating Budget for Parks and Recreation
 - 2019 Final Operating and Capital Budgets

The following consent to the "Waiver of Notice" for the above purpose, signed this 8th day of May, 2019.


Mayor Michael Doerksen


Councillor Bill Ballas


Councillor Nancy Dodds


Councillor Amila Gammana


Councillor Tom McGee


Councillor Corey Peebles


Councillor Fayrell Wheeler



Meeting Minutes

THOSE PRESENT:

Mayor Doerksen
Deputy Mayor Ballas
Councillor Dodds
Councillor Gammana
Councillor Peebles
Councillor Wheeler
Winston Rossouw, CAO
Kevin McMillan, Director of Finance
Rick Wheatley, Director of Engineering
Bernice Taylor, Acting Director of
Community Services
Tom Thomson, Fire Chief

Debbi Weber, Manager GIS and
Corporate Initiatives
Jenn Stone, Executive Assistant &
Communications
Sabine Landmark, Administrative
Assistant
Hari Dusi, Junior Network and
Systems Administrator
Erin Schultz, Administrative Assistant
Cathy Weetman, Western Review

ABSENT:

Councillor McGee

Members of Council signed the Waiver of Notice to hold the Special Meeting of Council on May 8, 2019.

1.0 CALL TO ORDER

Mayor Doerksen called the meeting to order at 8:45 a.m.

2.0 Adoption of Agenda

RESOLUTION #087/19

Councillor Wheeler moved to adopt the Agenda for the May 8, 2019, Special Meeting of Council, as presented.

CARRIED

3.0 Decision Items

3.1 Mill Rate Bylaw 2019/09/F

Councillor Peebles entered the meeting at 8:47 a.m.

RESOLUTION #088/19

Councillor Wheeler moved that Council give First Reading to Mill Rate Bylaw 2019/09/F, as presented.

CARRIED

RESOLUTION #089/19

Councillor Gammana moved that Council give Second Reading to Mill Rate Bylaw 2019/09/F, as presented.

CARRIED

RESOLUTION #090/19

Councillor Peebles moved that Council consider giving Third and Final Reading to Mill Rate Bylaw 2019/09/F, as presented.

CARRIED UNANIMOUSLY

RESOLUTION #091/19

Councillor Dodds moved that Council give Third and Final Reading to Mill Rate Bylaw 2019/09/F, as presented.

CARRIED

3.2 Proposed Temporary Reduction of Penalties for Non-payment of Property Taxes – Bylaw 2019/10/F

RESOLUTION #092/19

Councillor Gammana moved that Council give First Reading to the attached 2019 Penalties for Non-Payment of Property Taxes Temporary Reduction Bylaw 2019/10/F.

CARRIED

RESOLUTION #093/19

Councillor Dodds moved that Council give Second Reading to the attached 2019 Penalties for Non-Payment of Property Taxes Temporary Reduction Bylaw 2019/10/F.

CARRIED

RESOLUTION #094/19

Councillor Wheeler moved that Council consider giving Third Reading to the attached 2019 Penalties for Non-Payment of Property Taxes Temporary Reduction Bylaw 2019/10/F.

CARRIED UNANIMOUSLY

RESOLUTION #095/19

Councillor Dodds moved that Council give Third and Final reading to the attached 2019 Penalties for Non-Payment of Property Taxes Temporary Reduction Bylaw 2019/10/F.

CARRIED

3.3 2019 Final Fee Schedule

Councillor Peebles declared pecuniary interest with item 3.3.1 2019 Final Total Works Fitness Centre Fee Schedule and exited the meeting at 8:53 a.m.

3.3.1 2019 Final Total Works Fitness Centre Fee Schedule

RESOLUTION #096/19

Councillor Wheeler moved that Council approve the 2019 Final Total Works Fitness Centre Fee Schedule, as presented.

CARRIED

Councillor Peebles returned to the meeting at 8:55 a.m.

3.3.2 2019 Final Fee Schedule

RESOLUTION #097/19

Councillor Wheeler moved that Council approve the 2019 Final Fee Schedule, as presented.

CARRIED

3.4 2019 Final Budget

Councillor Gammana declared pecuniary interest with item 3.4.1 2019 Final Operating Budget for Public Health and Welfare and exited the meeting at 8:56 a.m.

3.4.1 2019 Final Operating Budget for Public Health and Welfare

RESOLUTION #098/19

Councillor Ballas moved that Council approve the proposed 2019 Final Operating Budget for Public Health and Welfare as presented for the Town of Drayton Valley with:

Operating Revenues	1,979,933
Operating Expenditures	<u>2,316,880</u>
Net Deficit	<u>336,947</u>

CARRIED

Councillor Gammana returned to the meeting at 8:58 a.m.

Councillor Peebles declared pecuniary interest with item 3.4.2 2019 Final Operating Budget for Parks and Recreation and exited the meeting at 8:58 a.m.

3.4.2 2019 Final Operating Budget for Parks and Recreation

RESOLUTION #099/19

Councillor Ballas moved that Council approve the 2019 Final Operating Budget for Parks and Recreation as presented for the Town of Drayton Valley with:

Operating Revenues	2,542,481
Operating Expenditures	<u>4,072,393</u>
Net Deficit	<u>1,529,912</u>

CARRIED

Councillor Peebles returned to the meeting at 9:00 a.m.

3.4.3 2019 Final Operating and Capital Budgets**RESOLUTION #100/19**

Councillor Gammama moved that Council approve the Proposed 2019 Final Operating and Capital Budgets as presented for the Town of Drayton Valley with:

Operating Revenues	15,615,743
Taxes (gross)	14,969,012
School and Seniors Requisitions	<u>(4,229,672)</u>
Total Revenue	<u>26,355,083</u>

Operating Expenditures	25,327,158
Depreciation	(2,197,000)
Debt Repayment	1,275,320
Transfers to Reserves	<u>1,949,605</u>
Total Expenditures	<u>26,355,083</u>

Capital Expenditures and Financing	18,177,720
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CARRIED**4.0 Adjournment**

Mayor Doerksen adjourned the meeting at 9:06 a.m.

MAYOR

CHIEF ADMINISTRATIVE OFFICER



Town of Drayton Valley Delegation Request Form

Name(s): _____

Organization: _____ FOIP Act; RSA 2000; Chapter F-25;

Contact Number: Chapter F-25: section 17(1) FOIP Act; RSA 2000; contact E-mail: section 17(1) & (4)

Mailing Address: Chapter F-25: section 17(1) _____

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

DRAYTON VALLEY



SUBJECT:	ATCO Gas and Pipelines Ltd. (ATCO) Natural Gas Distribution System Franchise Agreement Bylaw 2019/08/F Presented for First Reading
MEETING:	May 22, 2019 Regular Meeting of Council
PRESENTED BY:	Erin Felker Manager, Corporate Initiatives

1. PROPOSAL AND BACKGROUND:

The current franchise agreement was signed in 2004, since that time the Town has settled two annexations in 2010 and 2012. Part of the settlement agreement included committing to a dual gas franchise in the municipal boundaries with Evergreen Gas Co-op Ltd. and ATCO being the service providers. As a result, Administration has been working with ATCO representatives on a new natural gas distribution franchise agreement.

The natural gas distribution franchise agreement with Evergreen Gas Co-op Ltd received first reading on May 16, 2018, and is currently awaiting approval from Alberta Utilities Commission.

Attachment 1 is a draft Bylaw which will rescind existing Bylaw 2004/16/F upon approval of the Alberta Utilities Commission and Third and Final Reading of Council and is hereby presented to Council for First Reading.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

There is no budgetary impact as the franchise fee rate will remain the same as previous years, 22%, with a maximum cap of \$10,000 per year per consumer.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	Yes	Gas Utilities Act, Part 4, Section (49) Gas Distribution Act, Section 23
Municipal Bylaws	Yes	Bylaw 2004/16/F Gas Franchise Agreement Bylaw
Municipal Development Plan	N/A	N/A
Sustainability Vision 2019-2021	N/A	N/A
Town of Drayton Valley Strategic Plan 2019-2021	Yes	Goal Two: Continue to provide service delivery to residents.
Other Plans or Policies	Yes	Annexation Settlement Agreement

4. POTENTIAL MOTIONS:

- A. That Council give First Reading to ATCO Gas and Pipelines Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2019/08/F, as presented.
- B. That Council direct Administration to negotiate _____ with ATCO Gas and Pipeline Ltd. prior to bringing the proposed Bylaw back to Council for consideration of First Reading.

5. RECOMMENDATION

That Council give First Reading of ATCO Gas and Pipelines Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2019/08/F.

6. ATTACHMENTS:

1. Proposed ATCO Gas and Pipelines Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2019/08/F

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			



BYLAW NO. 2019/\$, /F

Name of Bylaw: ATCO Gas and Pipelines Ltd. Natural Gas Distribution System Franchise Agreement Bylaw

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

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

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

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

AND WHEREAS it is deemed that the Agreement would be to the general benefit of the consumers within the areas annexed into the Town of Drayton Valley;

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

TITLE

1. This Bylaw may be cited as the "ATCO Gas and Pipelines Ltd. Natural Gas Distribution System Franchise Agreement Bylaw" of the Town of Drayton Valley.

PURPOSE

2. The Natural Gas Distribution System Franchise Agreement, a copy of which is attached hereto as Schedule "A" and forms part of this Bylaw, is hereby ratified, confirmed and approved, and the Mayor and the Chief Administrative Officer, or their respective designates, are hereby authorized to enter into the Natural Gas Distribution System Franchise Agreement for and on behalf of the Town of Drayton Valley, and the Chief Administrative Officer is hereby authorised to affix thereto the corporate seal of the Town of Drayton Valley.
3. Council consents to the exercise by the Company within the Town of Drayton Valley of any powers given to the Company by the *Water, Gas and Electric Companies Act*, RSA 2000, Chapter W-4, as amended.

INTERPRETATION

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

SEVERABILITY

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

AND THAT this Bylaw shall come into force upon the Natural Gas Distribution System Franchise Agreement being approved by the Alberta Utilities Commission and upon being given Third Reading and finally passed;

AND THAT this Bylaw shall rescind Bylaw No. 2014/16/F “Gas Franchise Agreement Bylaw” of the Town of Drayton Valley.

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

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

Read a Third and Final time this _____ day of _____, 20____, A. D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

SCHEDULE "A"

**Natural Gas Distribution System Franchise Agreement
Between the Town of Drayton Valley and ATCO Gas and Pipelines Ltd.**

DRAFT

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

2018

BETWEEN:

TOWN OF DRAYTON VALLEY

- AND -

ATCO GAS AND PIPELINES LTD.

Table of Contents

1) Definitions and Interpretation	4
2) Term.....	6
3) Expiry of Term of Agreement.....	7
4) Grant of Franchise.....	7
5) Franchise Fee	8
6) Core Services	10
7) Provision of Extra Services.....	10
8) Municipal Taxes.....	11
9) Right to Terminate on Default	11
10) Sale of Natural Gas Distribution System	11
11) Provision of Detailed Plans and Equipment	11
12) Right of First Refusal to Purchase	12
13) Construction and/or Maintenance of Natural Gas Distribution System	14
14) Responsibilities For Cost of Relocations	16
15) Natural Gas Distribution System Expansion	19
16) Increase in Municipal Boundaries	19
17) Joint Use of Municipal Rights-of-Way.....	19
18) Municipality as a Retailer	21
19) Reciprocal Indemnification and Liability	21
20) Assignment	22
21) Notices	23
22) Interruptions or Discontinuance of Delivery Service	24
23) Dispute Settlement.....	24
24) Application of Water, Gas and Electric Companies Act	25
25) Force Majeure	26
26) Terms and Conditions.....	26
27) Not Exclusive Against Her Majesty	26
28) Severability	26
29) Amendments	27
30) Waiver.....	27
31) Confidentiality	27

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

BETWEEN

TOWN OF DRAYTON VALLEY, a municipality
located in the Province of Alberta (the
“**Municipality**”)

OF THE FIRST PART

– and –

ATCO GAS AND PIPELINES LTD., a
corporation having its head office at the City of
Edmonton, in the Province of Alberta (the
“**Company**”)

OF THE SECOND PART

WHEREAS by Agreement dated September 16, 1957 made between the Company and the Municipality a franchise was granted to the Company to supply natural gas to the Municipality and its inhabitants, for a period of twenty (20) years;

WHEREAS by Agreement dated June 1, 1978 the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Amending Agreement dated May 13, 1982 the Agreement was amended to provide for the elimination of Company paid service lines;

WHEREAS by Agreement dated August 31, 1989 the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS by Agreement dated December 15, 1999 the Municipality consented to the assignment of the Franchise Agreement by Northwestern Utilities Limited to ATCO Gas and Pipelines Ltd.;

WHEREAS by Agreement dated October 6, 2004 the Agreement was renewed and extended for a period of ten (10) years;

WHEREAS the Municipality desires to grant and the Company, collectively the “Parties”, desires to obtain an exclusive franchise to provide Natural Gas Distribution Service within the Municipal Service Area on the terms and conditions herein contained;

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

1) **Definitions and Interpretation**

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

- a) “Agreement” means this Natural Gas Distribution System Franchise Agreement;
- b) “Alternative Course of Action” shall have the meaning set out in paragraph 14 (c);
- c) “Commission” means the Alberta Utilities Commission (AUC) as established under the Alberta Utilities Commission Act (Alberta);
- d) “Company” means the Party of the second part to this Agreement and includes its successors and permitted assigns;
- e) “Construct” means constructing, reconstructing, upgrading, extending, relocating, or removing any part of the Natural Gas Distribution System;
- f) “Consumer” or “Consumers” as the text may require, means any individual, group of individuals, firm or body corporate, including the Municipality, with premises or facilities located within the Municipal Service Area from time to time that are provided with Natural Gas Distribution Service by the Company pursuant to the Company’s Delivery Tariff;
- g) “Core Services” means all those services set forth in Schedule “A” of this Agreement;
- h) “Delivery Tariff” means the rates and Terms and Conditions of service approved by the Commission from time to time on an interim or final basis, as the case may be, for the Company to deliver Natural Gas to the Consumer;
- i) “Electronic Format” means any document or other means of communication that is created, recorded, transmitted or stored in digital form or in any other intangible form by electronic, magnetic or optical means or by any other computer-related means that have similar capabilities for creation, recording, transmission or storage;
- j) “Extra Services” means those services set forth in Schedule “B” that are requested by the Municipality for itself or on behalf of its citizens and provided by the Company in accordance with paragraph 7 of this Agreement;
- k) “GUA” means the Gas Utilities Act (Alberta);
- l) “Intended Time Frame” shall have the meaning set out in paragraph 14 (c);
- m) “Maintain” means to maintain and keep in good repair any part of the Natural Gas Distribution System;

- n) **“Major Work”** means any Work to Construct or Maintain the Distribution System that costs more than One Hundred Thousand (\$100,000.00) Dollars;
- o) **“MGA”** means the Municipal Government Act (Alberta);
- p) **“Modified Plans”** shall have the meaning set out in paragraph 14 (c)(ii);
- q) **“Municipality”** means the Party of the first part to this Agreement;
- r) **“Municipal Compensation”** shall have the meaning set out in paragraph 20;
- s) **“Municipal Service Area”** means the ATCO Gas and Pipelines Ltd franchise area within the legal boundaries of the Municipality where the Company has been granted rights hereunder in connection with, among other matters, Natural Gas Distribution Service, as defined on Schedule “C”, as altered from time to time;
- t) **“Municipal Property”** means all property, including lands and buildings, owned, controlled or managed by the Municipality within the Municipal Service Area;
- u) **“Natural Gas”** means a combustible mixture of hydrocarbon gases;
- v) **“Natural Gas Distribution Service”** means the delivery of Natural Gas in accordance with the Company’s Delivery Tariff;
- w) **“Natural Gas Distribution System”** means any facilities owned by the Company which are used to provide Natural Gas Distribution Service within the Municipal Service Area, and without limiting the generality of the foregoing, will include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering Natural Gas to the Consumer within the Municipal Service Area and includes any Natural Gas transmission lines owned by the Company within the Municipal Service Area;
- x) **“NOVA Gas Transmission Ltd. (NGTL)”** means NGTL and its successors, as applicable, for purposes of paragraph 5 g) of this Agreement. For greater certainty, the provisions of paragraph 5 g) may only apply in relation to franchises held by ATCO;
- y) **“Operate”** means to operate the Natural Gas Distribution System, or to interrupt or restore service in any part of the Natural Gas Distribution System, in a safe and reliable manner;
- z) **“Party”** means any party to this Agreement and **“Parties”** means all of the parties to this Agreement;
- aa) **“Plans and Specifications”** means the plans, drawings and specifications reasonably necessary to properly assess and review proposed Work prior to issuance of any

approval that may be required under this Agreement;

- bb) "Term" means the term of this Agreement set out in paragraph 2;
- cc) "Terms and Conditions" means the terms and conditions contained within the Delivery Tariff in effect from time to time for the Company as approved by the Commission;
- dd) "Work" means any work to Construct or Maintain the Natural Gas Distribution System; and
- ee) "Work Around Procedures" shall have the meaning set out in paragraph 14 (c)(ii).

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

2) Term

- a) Subject to sub-paragraph 2(b), this Agreement will be for a minimum term of ten years, commencing on the later of:
 - i. _____ day of _____ 20 _____ ; and
 - ii. the first (1st) business day after both of the following have occurred:
 - A. the Commission has approved and acknowledged this Agreement; and
 - B. Council of the Municipality has passed third reading of the applicable adopting bylaw.
- b) This Agreement will expire on the _____ day of _____ , 20 _____
- c) It is agreed this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Company.

3) Expiry of Term of Agreement

- a) Provided the Company gives written notice to the Municipality not less than twelve (12) months prior to the expiration of the Term of its intention to negotiate a new franchise agreement, at any time following the expiration of the Term, and if the Municipality has not provided written notice to the Company to exercise its rights to purchase the Natural Gas Distribution System, either Party may submit any items in dispute pertaining to a new franchise agreement to binding arbitration by the Commission.
- b) Subject to subparagraph 3c) of this Agreement, upon expiry of the Term, this Agreement will continue in effect pursuant to the provisions of the MGA.
- c) Commencing one (1) year following the expiration of the Term of this Agreement, unless either Party has invoked the right to arbitration referred to in subparagraph 3a), or the Municipality has given written notice to purchase the Natural Gas Distribution System, this Agreement will be amended to provide the following:
 - i) Fifty percent (50%) of the franchise fee otherwise payable under this Agreement to the Municipality will be held back and deposited in trust in an interest bearing trust account by the Company, for the sole benefit of the Municipality. The trust money along with all accumulated interest will be paid to the Municipality immediately upon execution of another Natural Gas Franchise Agreement with the Company, or if the Municipality purchases the Natural Gas Distribution System, or if the Company transfers or sells the Natural Gas Distribution System, or upon further Order of the Commission.
- d) In the event a franchise agreement template is approved by the Commission during the Term of this Agreement and the provisions are materially different from the provisions of this Agreement, the Parties may, by agreement in writing, amend this Agreement to conform to such franchise agreement template.

4) Grant of Franchise

- a) Subject to the terms and conditions hereof, the Municipality hereby grants to the Company the exclusive right within the Municipal Service Area to:
 - i. provide Natural Gas Distribution Service;
 - ii. Construct, Operate, and Maintain the Natural Gas Distribution System; and
 - iii. use portions of roads, rights-of-way, and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas Distribution Service or to Construct, Operate and Maintain the Natural Gas Distribution System.

- b) Subject to subparagraph 4c) , and to the terms and conditions hereof, the Municipality agrees it will not, during the Term, grant to any other person, firm or corporation, the right to Construct, Operate and Maintain any natural gas distribution system nor the exclusive right to use the portions of the roads, rights-of-way and other lands owned, controlled or managed by the Municipality which have been designated by the Municipality for such use and which are necessary to provide Natural Gas distribution service or to Construct, Operate and Maintain a Natural Gas distribution system, for the purpose of delivering Natural Gas in the Municipal Service Area for Consumers, so long as the Company delivers the Consumers' requirements of Natural Gas.

The exclusive rights granted above in Article 4 a) to the Company by the Municipality do not apply to a Consumer whose consumption exceeds five hundred thousand (500,000) gigajoules annually.

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

5) Franchise Fee

a) Calculation of Franchise Fee

In consideration of the rights granted pursuant to paragraph 4 and the mutual covenants herein and subject to Commission approval the Company agrees to collect from Consumers and pay to the Municipality a franchise fee. The Parties agree s. 360(4) of the *MGA*, as amended, does not apply to the calculation of the franchise fee in this Agreement. For each calendar year the franchise fee will be calculated as a percentage of the Company's actual total revenue derived from the Delivery Tariff, including without limitation the fixed charge, base energy charge,

demand charge, but excluding the cost of Natural Gas (being the calculated revenues from the Natural Gas cost recovery rate rider or the deemed cost of Natural Gas and Natural Gas supply related riders) in that year for Natural Gas Distribution Service within the Municipal Service Area.

For the first (1st) calendar year or portion thereof of the Term of this Agreement, the franchise fee percentage will be percent (22 %).

The maximum annual franchise fee payable by any Consumer on any point of delivery within the Municipal Area shall be Ten Thousand Dollars (\$10,000)

By no later than September 1st of each year, the Company will:

- i. advise the Municipality in writing of the total revenues that were derived from the Delivery Tariff within the Municipal Service Area for the prior calendar year; and
- ii. with the Municipality's assistance, provide in writing an estimate of total revenues to be derived from the Delivery Tariff within the Municipal Service Area for the next calendar year.

b) Adjustment to the Franchise Fee

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

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

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

c) Notice to Change Franchise Fee

Prior to implementing any change to the franchise fee, the Municipality will notify its intent to change the level of the franchise fee and the resulting effect such change will have on an average residential Consumer's annual Natural Gas bill through publication of a notice once in the newspaper with the widest circulation in the Municipal Service Area at least forty five (45) days prior to implementing the

revised franchise fee. A copy of the published notice will be filed with the Commission.

d) Payment of Franchise Fee

The Company will pay the Municipality the franchise fee amount billed to Consumers on a monthly basis within forty-five (45) days after billing Consumers.

e) Franchise Fee Cap

The franchise fee percentage will not at any time exceed thirty five percent (35%) without prior Commission approval.

f) Reporting Considerations

Upon request, the Company will provide to the Municipality, along with payment of the franchise fee amount information on the total Delivery Tariff billed, the franchise fee percentage applied, and the derived franchise fee amount used by the Company to verify the payment of the franchise fee amount as calculated under this paragraph 5.

g) Franchise Fees Collected from NOVA Gas Transmission Ltd. Customers

In the event certain customers in the Municipal Service Area connected to the Company's Natural Gas Distribution System are customers of the NOVA Gas Transmission Ltd. (NGTL), a franchise fee will be collected from such customers by NGTL in accordance with NGTL's applicable tariff and such franchise fee once remitted to the Company will be aggregated with the franchise fee as calculated in paragraph 5 a) to be dealt with in accordance with paragraph 5 d).

6) Core Services

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

7) Provision of Extra Services

Subject to an agreement being reached, the Company agrees to provide to the Municipality the Extra Services, if any, set forth in Schedule "B", as requested by the Municipality from time to time. The Company is entitled to receive from the Municipality a reasonable amount for full compensation for the provision of the Extra Services in accordance with Schedule "B". The Company and the Municipality may amend Schedule "B" from time to time upon mutual agreement.

Any breach by the Company in connection with the provision of any Extra Services contained in this Agreement will not constitute a breach of a material provision of this Agreement for the purposes of paragraph 9.

8) Municipal Taxes

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

9) Right to Terminate on Default

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

10) Sale of Natural Gas Distribution System

Upon the expiration of the Term of this Agreement or the termination of this Agreement pursuant to the terms and conditions hereof or by operation of law or order of a governmental authority or court of law having jurisdiction the Municipality may, subject to the approval of the Commission under Section 47 of the MGA:

- i. exercise its right to require the Company to sell to it the Natural Gas Distribution System within the Municipal Service Area pursuant to the provisions of the MGA, where applicable; or
- ii. if such right to require the Company to sell the Natural Gas Distribution System is either not applicable or has been repealed, require the Company to sell to it the Natural Gas Distribution System. If, upon the expiration of the Agreement, the parties are unable to agree on the price or on any other terms and conditions of the purchase, the unresolved matters will be referred to the Commission for determination.

11) Provision of Detailed Plans and Equipment

a) Detailed Plans

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

The Municipality will, upon reasonable request, provide to the Company any subdivision development plans of the Municipality in hard copy and in Electronic Format, where available. The subdivision development plans are provided to the Company for the sole purpose of assisting the Company in delivering Natural Gas to the Consumer.

b) Provision of Equipment

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

12) Right of First Refusal to Purchase

- a) If during the Term of this Agreement, the Company receives a bona fide arm's length offer to operate, take control of, or purchase the Natural Gas Distribution System within the Municipal Service Area, which the Company is willing to accept, then the Company will promptly give written notice to the Municipality of the terms and conditions of such offer and the Municipality will during the next one hundred and twenty (120) days, have the right of first refusal to operate, take control of or purchase the Natural Gas Distribution System, as the case may be, for the same price and upon the terms and conditions contained in the said offer.

Notwithstanding the foregoing, in the event the Municipality fails or refuses to exercise its right of first refusal, the Municipality will retain the right to withhold its consent to an assignment of this Agreement in accordance with paragraph 20 below. For the purposes of this paragraph 12, "operate, take control" will not be construed as including the subcontracting by the Company of only some portions of its operations where the Company continues to be responsible for the performance of this entire Agreement;

- b) If the Municipality does not exercise its right of first refusal and the said bona fide offer the Company is willing to accept does not proceed to closure, the Municipality retains its right of first refusal on any other offer.
- c) This right of first refusal applies where the offer pertains only to the entire Natural Gas Distribution System. The right of first refusal does not apply to offers that include any other distribution systems or distribution facilities of the Company located outside of the Municipal Service Area. If such offer includes other distribution systems of the Company, the aforesaid right of first refusal will be of no force and effect and will not apply.
- d) Where the Municipality exercises its rights to purchase the Natural Gas Distribution System from the Company and thereby acquires the Natural Gas Distribution System, the Municipality agrees, should it no longer wish to own the Natural Gas Distribution System within five (5) years after it acquires the said system and the Municipality receives any bona fide offer from an arms-length third party to purchase the Natural Gas Distribution System, which it is willing to accept, then it will promptly give written notice to the Company of the terms and conditions of such offer. The Company will during the next one hundred and twenty (120) days have the first right of refusal to purchase the Natural Gas Distribution System for the same price and upon the same terms and conditions as contained in the said offer.
- e) The Municipality's right of first refusal will not apply where the Company has agreed to transfer the Natural Gas Distribution System to a third party utility company in exchange for certain other assets provided all of the following conditions are met:
 - i. the third party utility can demonstrate to the reasonable satisfaction of the Municipality that it meets the necessary technical and financial requirements to own and operate the Natural Gas Distribution System;
 - ii. the only consideration that will be exchanged between the Company and the third party utility company is the transfer and exchange of assets and monetary consideration limited to a maximum of 49% of the net book value of the Natural Gas Distribution System;
 - iii. there is no adverse impact to the Municipality resulting from the transfer and exchange above referenced as determined by the Commission;
 - iv. the Company and the third party utility company obtain all the requisite regulatory requirements prior to completing the transfer and exchange; and
 - v. full compensation is paid to the Municipality for all reasonable costs including administrative and legal costs incurred by the Municipality in ensuring all of the conditions i) through iv) above are satisfied.

13) Construction and/or Maintenance of Natural Gas Distribution System

a) Municipal Approval

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

Prior to commencing the Work, the Company will obtain such other applicable permits as are required by the Municipality. The Company will notify the Municipality of all Work done within the Municipal Service Area prior to commencing the Work where reasonably practicable. However, only Major Work is subject to a formal approval process.

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

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

b) Restoration of Municipal Property

The Company agrees when it or any agent employed by it undertakes any Work on any Municipal Property, the Company will complete the said Work promptly and in a good and workmanlike manner and, where applicable, in accordance with the approved Plans and Specifications. Further, and unless otherwise agreed to by the Parties, the Company will forthwith restore the Municipal Property to the same state and condition, as nearly as reasonably possible, in which it existed prior to the commencement of such Work, subject to reasonable wear and tear and to the satisfaction of the Municipality acting reasonably.

The Company will, where reasonably practicable and prudent, locate its pipelines and related equipment in lanes and alleys rather than in the streets and main thoroughfares.

The Company further covenants it will not unduly interfere with the works of others or the works of the Municipality. Where reasonable and in the best interests of both the Municipality and the Consumer, the Company will cooperate with the Municipality and coordinate the installation of the Natural Gas Distribution System along the designated rights-of-way pursuant to the direction of the Municipality. During the performance of the Work, the Company will use commercially reasonable efforts to not interfere with existing Municipal Property and to cause as little damage as possible to the property of others (including the Municipality Property). If the Company causes damage to any existing Municipal Property during the performance of any Work, it will cause such damage to be repaired at its own cost.

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

c) Urgent Repairs and Notification to Municipality

If any repairs or maintenance required to be made to the Natural Gas Distribution System are of an urgent nature where the operation or reliability of the Natural Gas Distribution System is materially compromised or potentially materially compromised, the Company will be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the Municipality and, unless otherwise specified by the Municipality, the Company will provide notice to the Municipality as soon as practicable and, in any event, no later than seventy-two (72) hours after the repairs are commenced.

d) Company to Obtain Approvals from Other Utilities

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

e) Revised Plans and Specifications

Following completion of the Major Work, the Company will provide the Municipality

with the revised Plans and Specifications, updated after construction, in Electronic Format, where available and upon request, the Company will provide the Municipality with a hard copy of the materials within three (3) months of the request. The Company will provide the Municipality with copies of any other revised Plans and Specifications as reasonably requested by the Municipality. For the purposes of this paragraph and paragraph 11, the Company may satisfy its obligations to provide revised Plans and Specifications in Electronic Format by:

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

f) Approvals

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

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

14) Responsibilities For Cost of Relocations

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

- i. the Company has illustrated to the satisfaction of the Municipality, acting reasonably, an appropriate Alternative Course of Action is available;
 - ii. the Municipality has provided the Company with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the Municipality); and
 - iii. the Company has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure the Municipality will be left with sufficient time to complete the said planned municipal construction within the Intended Time Frame (taking into account any delays which the Municipality may encounter as a result of the Company utilizing the Alternative Course of Action).
- c) For the purposes of this paragraph 14, the term “Alternative Course of Action” will mean any course of action that will enable the Municipality to complete the said Municipal construction and will result in a net cost savings to the Company (taking into account all additional costs incurred by the Company in carrying out the Alternative Course of Action and any additional costs which the Municipality may incur and which the Company will be required to pay in accordance with this paragraph 14 and “Intended Time Frame” will mean the period of time within which the Municipality would have reasonably been able to complete the said Municipal construction if the Company would have relocated the Natural Gas Distribution System in accordance with this paragraph 14.

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

- i. in conducting a review of the Alternative Course of Action to determine whether the Alternative Course of Action is acceptable to the Municipality;
- ii. in modifying any plans the Municipality may have prepared in respect of the said municipal construction (“Modified Plans”) or in preparing or developing plans and procedures (“Work Around Procedures”) to work around the Natural Gas Distribution System or any improvement, thing, or component utilized by the Company in effecting the Alternative Course of Action; and
- iii. in the course of conducting the said planned municipal construction where such costs would not have been incurred by the Municipality if the Company had relocated the Natural Gas Distribution System in accordance with this paragraph 14 (including any reasonable additional cost the Municipality may incur in completing the said municipal construction in accordance with the Modified Plans or in effecting any Work Around Procedures).

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

Where:

- i. The Municipality requires the Company to move a Natural Gas line so the Municipality can replace its own sewer lines. The cost of moving the Natural Gas line is \$10,000. The cost of carrying out the replacement of the sewer line after moving the Natural Gas line is \$40,000;
- ii. The Company proposes to simply brace the Natural Gas line (at a cost of \$2,000) and the Municipality, acting reasonably, approves of this as an Alternative Course of Action;
- iii. As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the Municipality in replacing the sewer line is \$45,000 (being a net increase in cost of \$5,000); the Company is required to pay the \$2,000 cost of the bracing together and the additional cost of \$5,000 incurred by the Municipality (resulting in a net savings of \$3,000 to the Company).

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

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

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

In the event the relocation or any part thereof requires the approval of a third party, the Municipality will use reasonable efforts to assist the Company in any negotiation with

such third party to obtain the necessary approval(s).

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

15) Natural Gas Distribution System Expansion

Subject to the Terms and Conditions, and at no cost to the Municipality unless otherwise provided for under the Terms and Conditions, the Company will, on a timely basis, use its best efforts on a commercially reasonable basis to meet the Natural Gas Distribution System expansion requests of the Municipality or a Consumer and provide the requisite facilities for connections for new Consumers to the Natural Gas Distribution System.

16) Increase in Municipal Boundaries

Where the Municipality increases its geographical area, through annexation or amalgamation, as understood under the MGA, by the greater of 640 acres and twenty five (25%) percent of the current area or more, the Municipality will have the option to:

- a) terminate this Agreement provided the Municipality gives notice in writing to the Company of its intention to do so; or
- b) add the increased area to the Municipal Service Area already served by the Company so that the rights and obligations contained in this Agreement will apply in respect of the Municipal Service Area, including the increased area.

For all other increases to the Municipal Service Area through annexation or amalgamation as understood under the MGA, the rights and obligations contained in this Agreement will apply in respect of the whole Municipal Service Area, including the increased area.

17) Joint Use of Municipal Rights-of-Way

a) **Municipal Use**

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

b) Third Party Use and Notice

If any third party, including other utilities, desire to jointly use the municipal rights-of-way, the Company agrees it will not grant the third party joint use except in accordance with this paragraph, or unless otherwise directed by any governmental authority or court of law having jurisdiction.

The Company agrees the following procedure will be used in granting permission to third parties desiring joint use of the municipal rights-of-way:

- i. first, the third party will be directed to approach the Company to initially request conditional approval from the Company to use that part of the municipal rights-of-way it seeks to use;
- ii. second, upon receiving written conditional approval from the Company, the third party will be directed to approach the Municipality to obtain its written approval to jointly use that part of the municipal rights-of-way. As a condition of granting its consent, the Municipality may require such third party enter into an agreement with the Municipality, and such agreement may require such third party pay compensation to the Municipality; and
- iii. third, upon receiving written conditional approval from the Municipality, the third party will be directed to obtain final written approval from the Company to jointly use that part of the municipal rights-of-way. Once a joint use agreement has been entered into between the Company and the third party, it will not be subsequently amended without the written consent of the Municipality (which consent will not be unreasonably withheld).

c) Cooperation

The Company and the Municipality agree they will use reasonable efforts to cooperate with each other in encouraging the use of joint trenching and in any negotiations with third parties desiring joint use of any part of the municipal rights-of-way located on Municipal Property.

d) Payment

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

The compensation paid or to be paid by such third party to the Company for the joint use of any portion of the municipal rights-of-way will be determined between the Company and the third party, subject to the jurisdiction of any governmental authority over the matter and the Municipality's right to intervene in any related

regulatory proceeding.

e) **Provision of Agreements**

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

18) Municipality as a Retailer

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

19) Reciprocal Indemnification and Liability

a) The Company will indemnify and save the Municipality, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements), including indemnity from and against any claim, loss, cost, demand and legal or other expense, whether in respect of any lien, encumbrance or otherwise, arising out of any Work performed by or for the Company, which may be brought against or suffered, sustained, paid or incurred by the Municipality, its servants, agents, employees, contractors, licensees and invitees, arising from, or otherwise caused by:

- i. any breach by the Company of any of the provisions of this Agreement; or
- ii. the negligence or willful misconduct of the Company, or any of its servants, agents, employees, licensees, contractors or invitees in carrying on its business within the Municipal Service Area.

b) The Municipality will indemnify and save the Company, its servants, agents, employees, licensees, contractors and invitees, harmless from and against any and all liability, actions, demands, claims, damages, losses and expenses (including all legal costs and disbursements) which may be brought against or suffered, sustained, paid or incurred by the Company, its servants, agents, employees, licenses, contractors and invitees, arising from, or otherwise caused by:

- i. any breach by the Municipality of any of the provisions of this Agreement; or
- ii. the negligence or willful misconduct of the Municipality, or any of its servants, agents, employees, licensees, contractors or invitees, in carrying on the business of the Municipality.

c) Notwithstanding anything to the contrary herein contained, in no event will the

Municipality or the Company be liable under this Agreement, in any way, for any reason, for any indirect, special or consequential damages (including damages for pure economic loss, loss of profits, loss of earnings or loss of contract), howsoever caused or contributed to.

20) Assignment

In the event the Company agrees to sell the Natural Gas Distribution System to a third party purchaser, the Company will comply with paragraph 10 above. In addition, the Company will request the third party purchaser confirm in writing it will agree to all the terms and conditions of this Agreement between the Company and the Municipality. The Company agrees it will provide to the Municipality a copy of the third party purchaser's confirmation letter.

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

The Municipality has thirty (30) days from the meeting date with the Company to provide written notice to the Company of its intention to consent or withhold its consent to the assignment of the Agreement to the third party purchaser. The Company agrees the Municipality may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser if the Municipal Compensation is inadequate or if the third party purchaser fails to covenant, in favour of the Municipality, to perform and observe all of the covenants and obligations of the Company to be performed and observed under this Agreement and otherwise solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of the Agreement. In this case, such notice to the Company must specify in detail the Municipality's concern.

Should the Municipality not reply within the thirty (30) day period, it is agreed the Municipality will be deemed to have consented to the assignment. The Company further agrees when it applies to the Commission for approval of the sale, it will include in the application any notice received from the Municipality, including the reasons given by the Municipality for withholding its consent. The Municipality will have the right to make its own submissions to the Commission.

Subject to the Company having fulfilled the obligations outlined in the preceding three paragraphs, the Company will be entitled to assign this Agreement to an arm's length third party purchaser of the Natural Gas Distribution System without the consent of the Municipality, subject to paying the Municipal Compensation for the assignment, and

having obtained the Commission's approval for the sale of the Natural Gas Distribution System and, the third party purchaser's confirmation in writing that it agrees to all the terms and conditions of this Agreement.

Where the Commission approves such sale of the Natural Gas Distribution System to a third party and the third party provides written confirmation to assume all liabilities and obligations of the Company under this Agreement, then upon the assignment of this Agreement and the payment of the Municipal Compensation for its consent to the Assignment subject to Commission approval, the Company will be released from all its liabilities and obligations thereunder.

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

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

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

21) Notices

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

To the Company:

ATCO GAS AND PIPELINES LTD.
Attention: Senior Manager, Red Deer District Operations
7590 Edgar Industrial Drive
Red Deer, Alberta T4P-3R2

Phone (403) 357-5241 Fax (403) 357-5219

To the Municipality:

TOWN OF DRAYTON VALLEY
Attention: Town Manager
PO Box 6837, 5120-52 Street

Drayton Valley, Alberta T7A-1A1

Phone (780) 542-5327 Fax (780) 542-5753

Email: admin-support@draytonvalley.ca

- b) The date of receipt of any such notice as given above, will be deemed to be as follows:
- i. In the case of personal service, the date of service;
 - ii. In the case of registered mail, the seventh (7th) business day following the date of delivery to the Post Office, provided, however, in the event of an interruption of normal mail service, receipt will be deemed to be the seventh (7th) day following the date on which normal service is restored; or
 - iii. In the case of delivery in Electronic Format, the date the notice was actually received by the recipient or, if not a business day, then the next business day.

22) Interruptions or Discontinuance of Delivery Service

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

- a) Where the Company is required to effect necessary repairs or changes to the Natural Gas Distribution System;
- b) On account of or to prevent fraud or abuse of the Natural Gas Distribution System;
- c) On account of defective aspects of the Natural Gas Distribution Systems which in the opinion of the Company, acting reasonably, may become dangerous to life or property;
- d) Where required, under the Terms and Conditions, due to a Consumer's non-payment of Natural Gas bills.

To the extent the Company has any planned major interruptions, reductions or discontinuances in Natural Gas Distribution Service, it will notify the Municipality in writing as soon as practicable in the circumstances. For any other major interruption, reductions or discontinuances in Natural Gas Distribution Service, the Company will provide notice (in a format acceptable to the Municipality) as soon as is practicable in the circumstances.

23) Dispute Settlement

- a) If any dispute or controversy of any kind or nature arises relating to this

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

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

In the event the Commission declines to assist in resolving the dispute or declines to exercise or claim jurisdiction respecting the dispute, both Parties agree to have the dispute resolved by an arbitration panel in accordance with the following procedure.

Each Party will appoint an arbitrator within the ten (10) business days thereafter by written notice, and the two arbitrators will, together, appoint a third arbitrator within twenty-five (25) business days of written notice for arbitration. The dispute will be heard by the arbitration panel within forty-five (45) business days of the written notice for arbitration unless extended by mutual agreement between the Parties. The arbitration panel will render a decision within twenty (20) business days of the last day of the hearing.

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

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

24) Application of Water, Gas and Electric Companies Act

This Agreement will be deemed to operate as consent by the Municipality to the exercise by the Company of those powers which may be exercised by the Company with the

consent of the Municipality under and pursuant to the provisions of the *Water, Gas and Electric Companies Act* (Alberta), as amended.

25) Force Majeure

If either Party fails to meet its obligations hereunder within the time prescribed, and such failure is caused or materially contributed by an event of “force majeure”, such failure will be deemed not to be a breach of the obligations of such Party hereunder, but such Party will use its best efforts on a commercially reasonable basis to put itself in a position to carry out its obligations hereunder. The term “force majeure” will mean any acts of God, strikes, lock-outs, or other industrial disturbances, acts of the Queen’s enemies, acts of terrorism (either foreign or domestic), sabotage, war, blockades, insurrections, riots, epidemics, lightening, earthquakes, storms, fires, wash-outs, nuclear and radiation activity or fall-out, restraints of rulers and people, orders of governmental authorities or courts of law having jurisdiction, the inability to obtain any necessary approval from a governmental authority (excluding the Municipality) having jurisdiction, civil disturbances, explosions, mechanical failure, and any other causes similar in nature not specifically enumerated or otherwise specified herein that are not within the control of such Party, and all of which by the exercise of due diligence of such Party could not have been prevented. Lack of finances will be deemed not to be an event of “force majeure”.

26) Terms and Conditions

The Terms and Conditions applicable to the Company and approved by the Commission, as revised or amended from time to time by the Commission, will apply to the Municipality. Nothing in this Agreement is intended to supersede the Terms and Conditions.

27) Not Exclusive Against Her Majesty

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

28) Severability

If for any reason any covenant or agreement contained in this Agreement, or the application thereof to any Party, is to any extent held or rendered invalid, unenforceable or illegal, then such covenant or agreement will be deemed to be independent of the remainder of this Agreement and to be severable and divisible from this Agreement. The invalidity, unenforceability or illegality will not affect, impair or invalidate the

remainder of this Agreement or any part thereof. The intention of the Municipality and the Company is that this Agreement would have been executed without reference to any portion which may, for any reason or to any extent, be declared or held invalid, unenforceable or illegal.

29) Amendments

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

30) Waiver

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the Party to be bound by the waiver. No waiver will be inferred from or implied by any failure to act or delay in acting by a Party in respect of any default, breach or non-observance or by anything done or omitted to be done by the other Party.

The waiver by a Party of any default, breach or non-compliance under this Agreement will not operate as a waiver of that Party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-compliance under this Agreement (whether of the same nature or any other nature).

31) Confidentiality

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

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

(Municipality)

PER: _____

PER: _____

(Company)

PER: _____

PER: _____

SCHEDULE "A" Core Services

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

- 1) The Company will deliver Natural Gas to the Consumers in accordance with the Company's Terms and Conditions, the Company's Distribution Tariff, the GUA, any regulations thereto, and any Commission orders and decisions.
- 2) The Company will install all Natural Gas facilities required to provide service to the Consumers in accordance with all applicable regulations, codes, applicable standards and common industry practices.
- 3) As required by legislation, the Company will provide and install all necessary regulators and meters necessary for measuring the Natural Gas supplied to each Consumer.
- 4) The Company agrees to collaborate with the Municipality's emergency response services in an effort to mutually develop emergency response procedures relating to Natural Gas emergencies.
- 5) The Company will provide personnel twenty-four (24) hours a day to investigate and make safe any suspected gas leak inside or outside the Consumer's premises.
- 6) The Company will utilize the services of qualified personnel for designing all Natural Gas facilities to satisfy all applicable regulatory codes and standards, preparing necessary work order plans and monitoring the distribution network pressures to ensure the Company's facilities will satisfy the Consumer's current and future Natural Gas delivery requirements.
- 7) The Company will provide to the Municipality, on request, copies of any and all Natural Gas Distribution Service related written or electronic, where available information or reports required to be filed with the Commission by the Company.
- 8) The Company will provide to the Municipality, upon request and to the extent the information is available, an annual report on the following standards:
 - a) **System Reliability** - will be measured by:
 - i. The number of major outages resulting in a loss of service to Consumers;
 - ii. The number of Consumers affected by each major outage; and
 - iii. The duration of each major outage.
 - b) **Consumer Satisfaction** - will be measured by:

- i. Company-wide call centre targets and statistics (wait times, abandoned calls, call volumes, etc.); and
 - ii. any Consumer complaints received by the Commission.
- c) **Public Safety** - will be measured by:
- i. the number of customer injuries and/or damages due to Natural Gas Distribution System failure;
 - ii. the number of line hits per total locates completed;
 - iii. the number of line hits as a result of inaccurate locates;
 - iv. the percentage of the area of the Municipality surveyed for leaks and yearly cathodic protection measures;
 - v. the number and nature of calls received from the Municipality and any of its Municipal agencies (including fire department, police department etc.) regarding the Natural Gas Distribution System.
- 9) Once per year, upon request and subject to any applicable privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting or restricting such disclosure, the Company will provide to the Municipality:
- a) The total number of sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
 - b) The total gigajoules (GJ) of Natural Gas consumed by Consumers billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
 - c) The franchise fee revenue billed to Consumers within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
 - d) Where the Municipality is the customer of record and the Municipality provides a list of those sites to the Company on the form provided by the Company:
 - i. The total number of those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
 - ii. The total gigajoules (GJ) of Natural Gas at those sites billed within the Municipal Service Area, by Company rate class, per revenue month, for each of the last two (2) years;
 - iii. The franchise fee revenue billed to those sites within the Municipal Service Area,

by Company rate class, per revenue month, for each of the last two (2) years; and

- e) Such other information as may be agreed upon by the Parties from time to time.

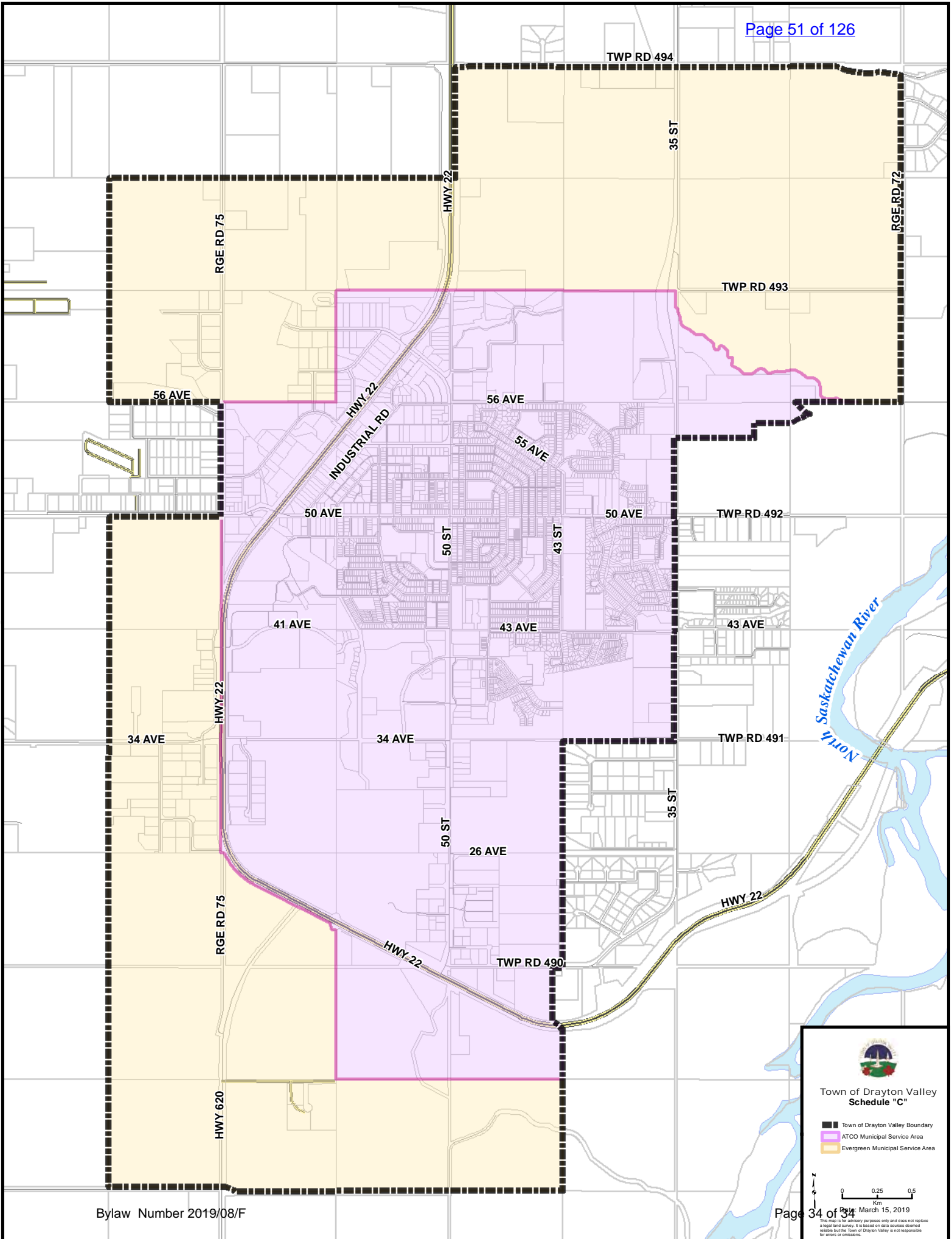

Where privacy legislation, the GUA Code of Conduct Regulation or other rules prohibiting such disclosure prevent the Company from providing the information above, the Company will make reasonable attempts to aggregate the information so as to comply with the applicable rules. The Company will not be obligated to provide such aggregated information if it believes such aggregation will not allow the Company to comply with the applicable rules.

- 10) Upon request by either Party, the Company will meet with the Municipality. Through a mutual exchange of information the Company will keep the Municipality apprised of the Company's construction and upgrading programs planned for the Municipal Service Area and the Municipality will advise the Company of any issues or plans relating to, or potentially impacting, the Natural Gas Distribution System.




SCHEDULE "B" Extra Services

Nothing in this Agreement precludes the Parties from contracting for Extra Services outside the provisions of this Agreement. In the event the Parties do elect to contract for the provision of Extra Services within the provisions of this Agreement and unless otherwise agreed upon by the Parties, nothing in this Agreement will preclude the Company from sub-contracting with third parties for the provision of Extra Services.

Subject to Commission approval, as may be required, any payments from the Municipality to the Company for Extra Services, if agreed to by the Municipality, may be deducted from the Franchise Fee collected from Consumers and otherwise remitted to the Municipality pursuant to paragraph 5 of this Agreement. The timing and quantum of such payments will be as agreed upon by the Parties and set forth as an amendment to this Schedule.

**Town of Drayton Valley
Schedule "C"**

-  Town of Drayton Valley Boundary
-  ATCO Municipal Service Area
-  Evergreen Municipal Service Area

0 0.25 0.5
Km

This map is for advisory purposes only and does not replace a legal land survey. It is based on data sources deemed reliable but the Town of Drayton Valley is not responsible for errors or omissions.

TOWN OF DRAYTON VALLEY

REQUEST FOR DECISION

DRAYTON VALLEY



SUBJECT:	Traffic Enforcement Amending (Maximum Speed Limits) Bylaw 2019/07/P
MEETING:	May 22, 2019 Regular Meeting of Council
PRESENTED BY:	Erin Felker Manager, Corporate Initiatives

1. PROPOSAL AND BACKGROUND:

The Traffic Safety Act authorizes municipalities to determine speed limits on the highways (roadways) within the boundaries by Bylaw, excluding provincial highways. All roadways within an urban municipality have a speed limit of fifty kilometers per hour (50 km/h) unless otherwise designated. Administration has prepared a Bylaw necessary to amend the Town of Drayton Valley Traffic Enforcement Bylaw 2016/03/P to include provisions for maximum speed limits on specified roadways.

Proposed Traffic Enforcement Amending (Maximum Speed Limits) Bylaw 2019/07/P is attached (Attachment 1) for Council's review. Detailed roadway descriptions are included in Schedule A, which identifies maximum speed limits of twenty kilometers per hour (20 km/h), thirty kilometers per hour (30 km/h), sixty kilometers per hour (60 km/h), and eighty kilometers per hour (80 km/h). Fines and Penalties for operating a vehicle in excess of the maximum speed are added to Schedule B in numerical order. Schedule "A" does not include the roadways for School and Playground Zones, as they are not required to be determined by Bylaw.

The proposed Traffic Enforcement Amending (Maximum Speed Limits) Bylaw 2019/07/P identifies the existing posted speed limits within Town limits, except for one proposed change. The current speed limit on 50 Street between Highway 22 and 34 Avenue is fifty kilometers per hour (50 km/h). Council has requested Administration to review the option of increasing the speed limit to sixty kilometers per hour (60 km/h). A Speed Limit Review was completed by a transportation engineering firm and the analysis recommends the speed limit be set at sixty kilometers per hour (60 km/h). Upon Third and Final Reading of the Bylaw, signage will be installed along 50 Street to implement this recommended change.

At the May 1, 2019 Regular Council Meeting, Council gave First Reading to Traffic Enforcement Amending (Maximum Speed Limits) Bylaw 2019/07/P.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

There are no budgetary implications associated with giving Second and Third Reading to the proposed Bylaw.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	YES	Traffic Safety Act enables the Town to determine speed limits within its jurisdiction by bylaw.
Municipal Bylaws	YES	Traffic Enforcement Bylaw 2016/03/P is being amended to include roadways with speed limits above or below 50 km/h
Municipal Development Plan	N/A	

Sustainability Vision 2019-2021	N/A	
Town of Drayton Valley Strategic Plan 2019-2021	N/A	
Other Plans or Policies	N/A	

4. POTENTIAL MOTIONS:

- A. That Council give Second Reading to Traffic Enforcement Amending (Maximum Speed Limits) Bylaw 2019/07/P, as presented.
That Council give Third and Final Reading to Traffic Enforcement Amending (Maximum Speed Limits) Bylaw 2019/07/P, as presented.

- B. That Council give Second Reading to Traffic Enforcement Amending (Maximum Speed Limits) Bylaw 2019/07/P, with amendments to_____.
That Council give Third and Final Reading to Traffic Enforcement Amending (Maximum Speed Limits) Bylaw 2019/07/P, as amended.




- C. That Council decline to give Second Reading to Traffic Enforcement Amending (Maximum Speed Limits) Bylaw 2019/07/P.

5. RECOMMENDATION

Administration recommends that Council give Second and Third Reading to Traffic Enforcement Amending (Maximum Speed Limits) Bylaw 2019/07/P.

6. ATTACHMENTS:

- 1. Traffic Enforcement Amending (Maximum Speed Limits) Bylaw 2019/04/P

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			

BYLAW NO. 2019/07/P

Name of Bylaw: Traffic Enforcement Amending (Maximum Speed Limits) Bylaw

WHEREAS the Traffic Safety Act, R.S.A. 2000, c.T-6 as amended or repealed and replaced from time to time, authorizes a municipal Council to pass Bylaws not inconsistent within the Traffic Safety Act, respecting highways under its direction, control and management, for the regulation and control of traffic within the boundaries of the Town;

AND WHEREAS the Council for the Town of Drayton Valley deems it to be in the best interests of the public to provide further regulations for traffic on specific roadways within the Town;

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 “Traffic Enforcement Amending (Maximum Speed Limits) Bylaw” for the Town of Drayton Valley.

PURPOSE

2. The purpose of this Bylaw is to amend Town of Drayton Valley Traffic Enforcement Bylaw 2016/03/P to include provisions for maximum speed limits on specified roadways.
3. The following shall be added to:
 - a) Article II, Speed Restrictions, Section 8:
8.2 Notwithstanding Section 8.1, additional maximum speed limits will be set on the roadways as indicated in Schedule A.
 - b) The inclusion of Schedule “A”, as attached to this Bylaw, will be added to Bylaw 2016/03/P.
 - c) The following will be added to Schedule “B”, Fines and Penalties, in numerical order

Section	Violation	Penalty
8.2	Operating a vehicle in excess of the maximum speed.	In accordance with <i>Traffic Safety Act</i> .
Schedule “A”	Operating a vehicle in excess of the maximum speed.	In accordance with <i>Traffic Safety Act</i> .

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 1st day of May, 2019, A. D.

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

Read a Third and Final time this _____ day of _____, 20____, A. D.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

Schedule “A”

Maximum Speed Limits

The maximum speed limit on the following roadways will be twenty kilometers (20 km/h) per hour:

- 41 Avenue between 60 Street and east end;
- 44 Avenue between Highway 22 E Service Road and 59 Street;
- 60 Street between 44 Avenue and 41 Avenue; and
- RV Park Access Road between 44 Avenue and School Access Road.

The maximum speed limit on the following roadways will be thirty kilometers (30 km/h) per hour:

- 22 Avenue between 50 Street and west end;
- 44 Avenue between 60 Street and Highway 22 E Service Road;
- 45 Avenue between 56 Street and School Access Road;
- Highway 22 E Service Road between Highway 22 and 44 Avenue;
- School Access Road between RV Park Access Road and West Valley Park Road; and
- West Valley Park Road between 45 Avenue and 49 Avenue.

The maximum speed limit on the following roadways will be sixty kilometers (60 km/h) per hour:

- 35 Street (Range Road 73) between Township Road 491 and Township Road 493;
- 50 Avenue (Township Road 492) between 62 Street and west Town boundary; and
- 50 Street between Highway 22 and 34 Avenue.

The maximum speed limit on the following roadways will be eighty kilometers (80 km/h) per hour:

- 34 Avenue between Highway 22 and west Town boundary;
- 35 Street (Range Road 73) between Township Road 493 and Township Road 494;
- Township Road 485 between Highway 620 and east end;
- Township Road 493 between Range Road 72 and Range Road 73;
- Township Road 494 between Highway 22 and Range Road 72;
- Range Road 72 between Township Road 493 and south end; and
- Range Road 75 between Highway 620 and north end.

TOWN OF DRAYTON VALLEY REQUEST FOR DECISION



SUBJECT:	Proposed Land Use Amending (Direct Control Three (DC-3)) Residential to Low-impact Commercial Conversion Bylaw 2019/11/D Presented for First Reading
MEETING:	May 22, 2019 Regular Meeting of Council
PRESENTED BY:	Matt Ellis Planner

1. PROPOSAL AND BACKGROUND:

The Town of Drayton Valley has received an application to convert the existing single family dwelling located at 4929 46 Street (**See Attachment 1- Site Location Map**) to a hair salon and massage therapy business, known as Hair Care and More (**see Attachment 2- Development Plans**). The subject property is currently zoned General Residential- R2.

The subject property is bordered by:

- 50 Avenue to the north;
- Single family dwelling and detached garage to the south;
- Lane to the east, and;
- 46 Street to the west

Surrounding land uses include mixed-density residential dwellings, places of worship, a dance studio, schools (St. Anthony's and Frank Maddock High School) and commercial uses at the fringe of the Downtown Core four to five blocks (approximately 400 meters) to the west (**see Attachment 3- Surrounding Land Uses**).

A Personal Service Establishment is defined in Land Use Bylaw 2007/24/D as, "a business which provides services to individuals, including but not limited to hairdressing, fitness training, show repair, tailoring, cannabis counselling and dry cleaning"

Normally, if the personal service business was shared with a Single Detached Dwelling, it would be considered as a Home Business, which is listed as a Discretionary Use in the R2 district. However, because the business would entirely occupy the entire building, it is defined as a Personal Services Establishment, which is not listed as a Permitted or Discretionary Use in the R2 district. The property must, therefore be re-zoned.

The three options available to permit a Personal Services Establishment on the subject property are:

- Re-zone to Central Commercial-C1, General Commercial-C2 or Downtown Direct Control-DTDC;
- Land Use Bylaw amendment to include a Personal Services Establishment as a Permitted Use in the General Residential-R2 district;
- Land Use Bylaw amendment to add a definition for Residential Conversion and re-zone the subject property to a Direct Control District that includes the new definition as a Permitted Use.

Each of these options are discussed in more detail below.

RE-ZONING TO C1, C2, OR DTDC

The land use districts where Personal Service Establishments are listed as a Permitted Use are the C1, C2 and DTDC districts. However, none of these districts are appropriate for the surrounding area of the subject property, due to their purpose and land uses (other than Personal Service Establishments) that are permitted, such as cannabis retail stores, liquor stores, hotels/motels, restaurants etc., but would also not be appropriate for the area.

ADDING PERSONAL SERVICE ESTABLISHMENT AS A PERMITTED OR DISCRETIONARY USE IN R2

The R2 district is very broad district that applies to several different areas of the Town (mature centrally located neighbourhoods, Aspenview, Aurora, Meraw Estates and Sekura, **See Attachment 4- R2 Zoned Areas**). While Administration believes that a Personal Services Establishment (with restrictions) would be an appropriate use for the subject property, it may not be as appropriate in all areas zoned R2 within Town boundaries.

Council could also choose to add a Personal Service Establishment as a Discretionary Use in the R2 district. The disadvantage of this is that whenever a Discretionary Use is applied for the notification letters that are sent before and after a decision on the proposed use are only sent to those who own property within 60 meters of the parcel that is subject to the application. Comparatively, the notification letters for a Land Use Bylaw Amendment are sent to surrounding landowners within 300 meters of the parcel, advertised on the Town's website and advertised on the Town's social media platforms. Administration feels that an application which proposes a specific land use that could possibly result in significant change to neighbourhood character should be subject to a greater circulation area than only 60 meters surrounding the subject parcel.

NEW DEFINITION AND DIRECT CONTROL DISTRICT

The final option for permitting the proposed use is a Bylaw that adds a new Land Use Bylaw definition for a detached Dwelling in a low-density neighbourhood that is converted to a Personal Services Establishment and re-zones the subject property to a newly created Direct Control (DC3) district. As such, Administration proposes the following Land Use Bylaw definition:

"Residential Conversion means a development located in a Residential district that involves the conversion of a Detached House for the use of a low-impact Personal Service Establishment (but does not include a Cannabis Counselling Business and Dry Cleaning) or Professional Service or professional-type service business. Examples of such uses include lawyers, accountants, hair dressing, fitness training and tailoring".

The above definition would also include Professional Services, defined as, "services provided to individuals or business by doctors, lawyers, accountants, chiropractors, or members of any other self-regulating profession, but excludes veterinary services".

Given the current local economy, Administration predicts that similar situations could arise in the future where a business owner chooses to re-locate to a residential area and convert a dwelling in that neighbourhood to be entirely utilized for the business. Administration has also observed that such conversions are also permitted in other Canadian municipalities. Therefore, the proposed DC3 district has been drafted so that Council may choose to re-zone other properties where such conversions are proposed on a case-by-case basis. While the authority to re-zone an individual property for a

Residential Conversion would be with Council, Administration proposes the authority for Development Permit approvals that would address the more technical matters such as parking, fencing/screening, etc. As a result, if a future Development Permit was applied for an addition to the building, a decision from Council would not be required. Further, the proposed DC3 Bylaw has been drafted to include detached homes, so that if the business were to cease operations and the property was sold in the future, the building could be converted back to a Dwelling without having to re-zone the property a second time.

While Residential Conversions should be accommodated, potential impacts to surrounding landowners from additional traffic, hours of use, outside storage, odours, noise, etc. must also be mitigated. Therefore, to minimize such impacts, the proposed DC3 district:

- Limits the zones where a Residential Conversion could occur to Country Residential- CR, Country Residential Suburban Estates- CRS, Residential Low Density- R1A, Standard Residential- R1B, Estate Residential- R1E and General Residential- R2;
- Requires exterior renovations to be compatible with the character and appearance of surrounding residential properties;
- Requires the same number of parking spaces as an Office (one space per 100 square meters of Gross Leasable Area);
- Requires the surface of the proposed parking area to be the same or similar as the surface of the street or lane that provide access to the said parking area (i.e. if the lane or street is paved, the parking area must also be paved or concrete; if the street or lane is gravel, the parking area can also be gravel);
- Restricts the amount of customer and employee traffic to a maximum of six persons at the business at any one time;
- Requires the subject property to be reasonably landscaped and compatible with adjacent properties.
- Limits hours of operation to 9:00am-5:00pm Sunday to Thursday and 9:00-8:00pm Friday and Saturday, and;
- Limits proposed signage to one non-illuminated sign no larger than 0.275 square meters (3 square feet) in area.

2. Municipal Development Plan 2012/27/D:

The subject property is designated as Residential in Map Four of Municipal Development Plan 2012/27/D (**See Attachment 5- Municipal Development Plan, Map Four**). Section 2.6.1 of the Plan supports the renewal and redevelopment of older residential areas. Although the proposed re-conversion of the existing building on this property would be for a commercial use, it would facilitate the re-development/renewal of a currently under-utilized property in a mature residential area of the Town.

Furthermore, Section 2.6.3 of the Plan recognizes that re-development of older areas will typically lead to an increase in the density of the neighbourhood. Administration notes the subject property is located in proximity to a number of medium to higher density residential uses (Apartment Buildings, Duplexes/Triplexes/Fourplexes, Row Housing) and as properties within this neighbourhood continue to be re-developed, such uses may become more common in the future. The proposed Personal Services Establishment would, presumably cater to the residents of current and future residential developments. At the same time, through the provisions of the proposed DC3 district that would be implemented by the conditions of a Development Permit, impacts to surrounding landowners would be mitigated as much as possible.

3. Land Use Bylaw 2007/24/D:

As mentioned earlier, the subject property is located in the General Residential-R2 District of Land Use Bylaw 2007/24/D.

Section 13.6 provides the following criteria that must be considered when evaluating a Variance:

- The proposed use, in the opinion of the Development Authority shall not unduly interfere with the amenities of the neighbourhood, and
- The proposed use, in the opinion of the Development authority shall not materially interfere with or affect the use, enjoyment or value of neighbouring lots.

A site inspection of the property was conducted on May 6, 2019 (**see Attachment 6- Site Photos**). Administration notes the subject property is a corner lot at the intersection of 50 Avenue and 46 Street and parking would be accessed from a lane at the rear. Due to its location on a corner lot (as opposed to the middle of the block), customer traffic in the lane would only be required to travel directly behind the subject property and another property to the east when entering/exiting the proposed use. Furthermore, parking access from the lane would reduce the amount of on-street parking from customers and ensure that customers do not back directly onto 50 Avenue when exiting the property. According to the applicant's justification letter, the property includes sufficient room for four vehicles in the rear yard, in addition to the one car garage, hours of operation would be roughly 9:00am-5:00pm with one night until 8:00pm (**see Attachment 7-Justification Letter From Applicant**).

The property also includes a hedge along the north property line facing 50 Avenue and a row of trees along the south property line facing the adjacent residential property. Administration recommends that a wood fence or chain link fence with privacy slates (as stated in the requirements for commercial businesses in Section A22.4 of the LUB) is provided along the south property line to offer additional screening of the proposed business and therefore privacy for the adjacent landowner. Administration also recommends the exterior of the dwelling and garage on the property is painted to afford both buildings a newer and consistent appearance. Both requirements would be implemented through the conditions of a Development Permit for the proposed use.

Through the restrictions of the proposed DC3 district mentioned earlier that will be implemented in the conditions of a Development Permit, Administration is confident that impacts to surrounding properties would be mitigated and the proposed use would, therefore, meet the required criteria for evaluating a variance as stated in Section 13.6.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

If Council gives first reading for this Bylaw, typical budget expenses would be incurred with mailing Public Hearing notices to surrounding landowners within 300 meters of the subject property and advertising in the Drayton Valley Western Review.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	Yes	<i>Municipal Government Act</i> (Sections 230, 606 and 606.1)
Municipal Bylaws	Yes	Town of Drayton Valley Land Use Bylaw 2007/24/D, Sections 3 (Definitions-Personal Services Establishment and Professional Services), 13.6 (criteria for evaluating a Variance), A23 (Landscaping of Existing Development) A32 (Number of Parking Stalls Required), A33 (Parking Lot Design)

Municipal Development Plan	Yes	Map 4- Identifies the subject property located within the Residential Area of Town. Section 2.6.1 and 2.6.3 (Mature Residential Areas).
Sustainability Vision 2019-2021	N/A	None
Town of Drayton Valley Strategic Plan 2019-2021	N/A	Goal One (Building Municipal Economic Resilience) where appropriate, the proposed DC3 district would allow for a residential property to be re-zoned to foster entrepreneurship for small businesses owners where locating in a typical commercial area of the Town is not feasible due to the higher levels of rent in these locations. This could increase the supply of available land for small business where the impacts to surrounding landowners are anticipated to be low.
Other Plans or Policies	Yes	<p>\Economic Development Strategy- Strategy provides numerous broad goals and objectives focused on supporting entrepreneurship and business retention. The proposed DC3 district would (where Council feels it is compatible with surrounding properties) allow small business owners of low-impact businesses to convert a single family dwelling into their place of employment and, therefore, allow these businesses to stay in Drayton Valley.</p> <p>PD-04-08- Development Notices to the Public Policy- requires that notices for applications that propose to re-zone a property are circulated to surrounding landowners within 300 meters of the subject property are, advertised in the newspaper and advertised on social media for two weeks before prior to the Public Hearing.</p>

4. POTENTIAL MOTIONS:




- A. That Council give First Reading to proposed Land Use Amending Direct Control Three (DC-3) Residential to Low-impact Commercial Conversion Bylaw 2019/11/D, as presented;
- B. That Council give First Reading to proposed Land Use Amending Direct Control Three (DC-3) Residential to Low-impact Commercial Conversion Bylaw 2019/11/ with amendments to _____.
- C. That Council decline to give First Reading to proposed Land Use Amending Direct Control Three (DC-3) Residential to Low-impact Commercial Conversion Bylaw 2019/11/D.

5. RECOMMENDATION

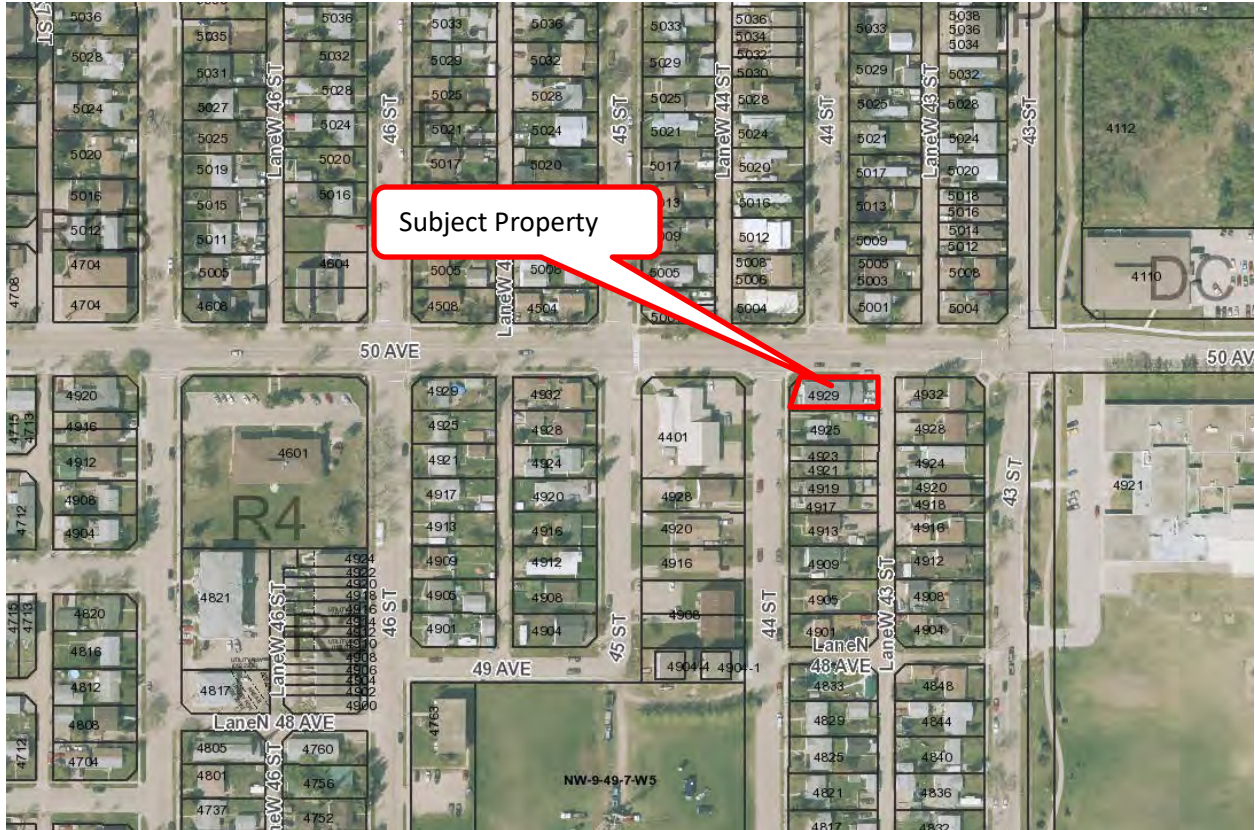
Administration recommends giving First Reading to Land Use Amending Bylaw 2019/11/D to add a land use definition for Residential Conversion and Re-zone the subject lands at 4929 46 Street to a newly created Direct Control (DC3) district.

6. ATTACHMENTS:

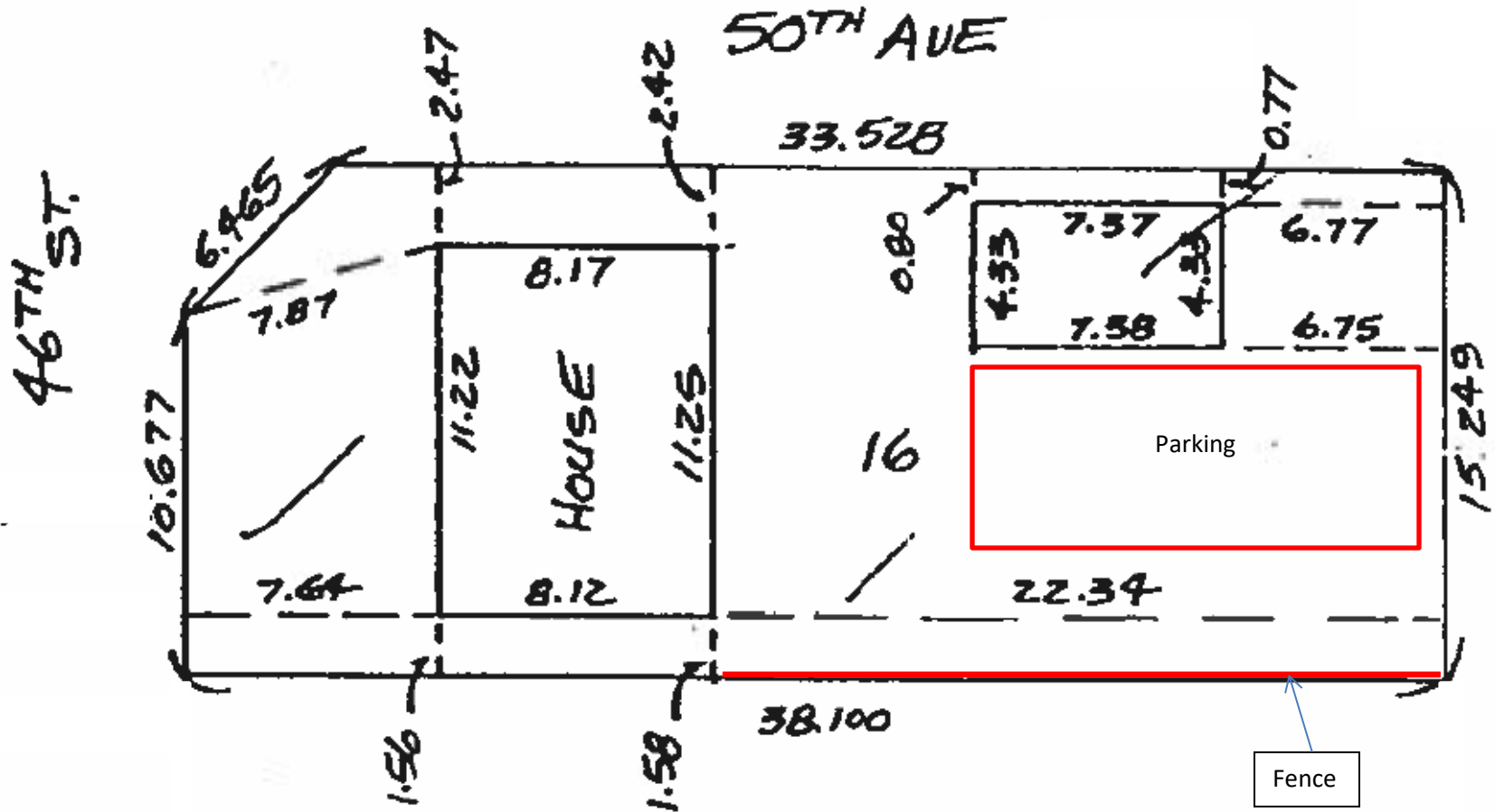
1. Site Location Map
2. Development Plans
3. Surrounding Land Uses
4. R2 Zoned Areas
5. Municipal Development Plan, Map Four
6. Site Photos
7. Justification Letter From Applicant
8. Proposed Bylaw 2019/11/D

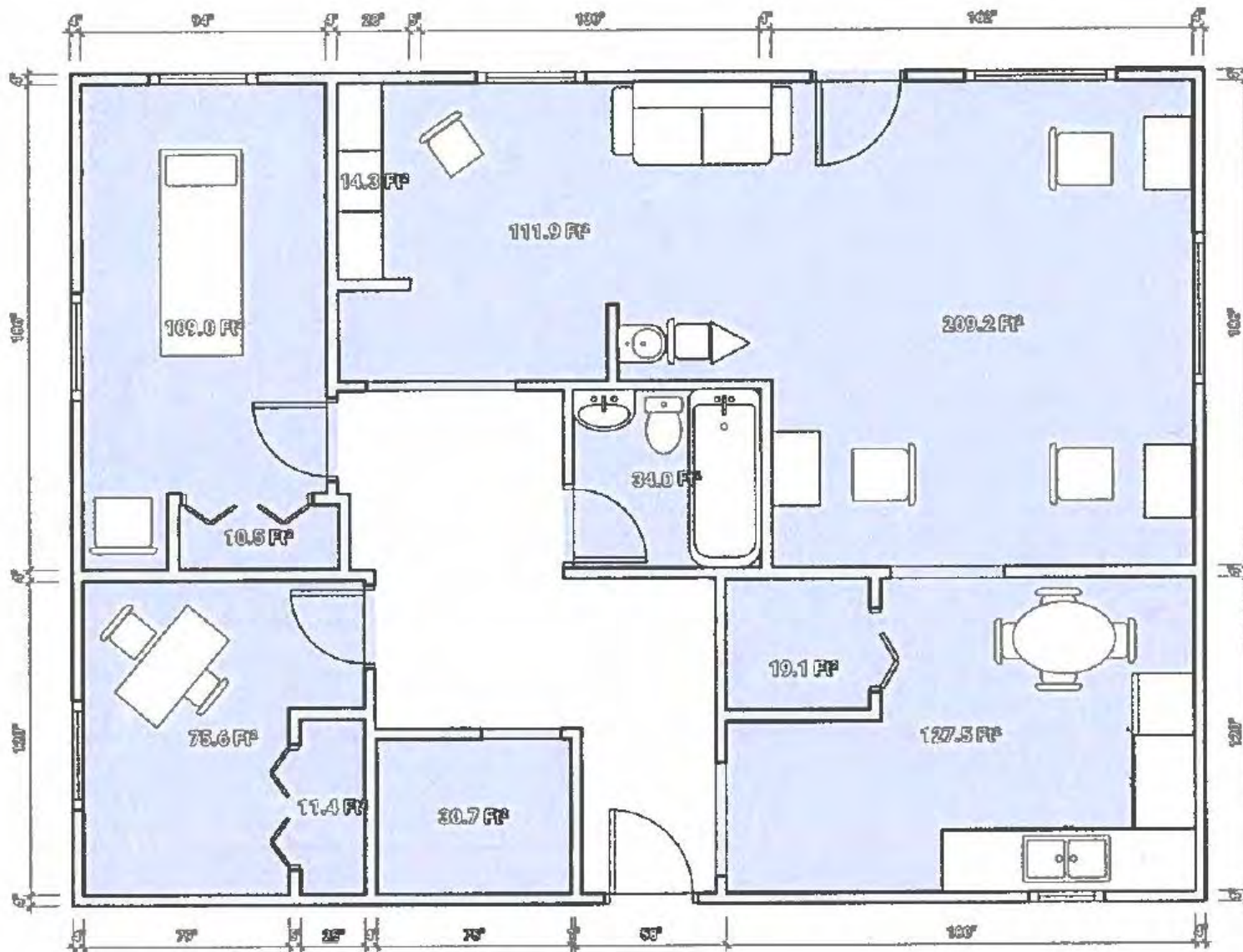
REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			

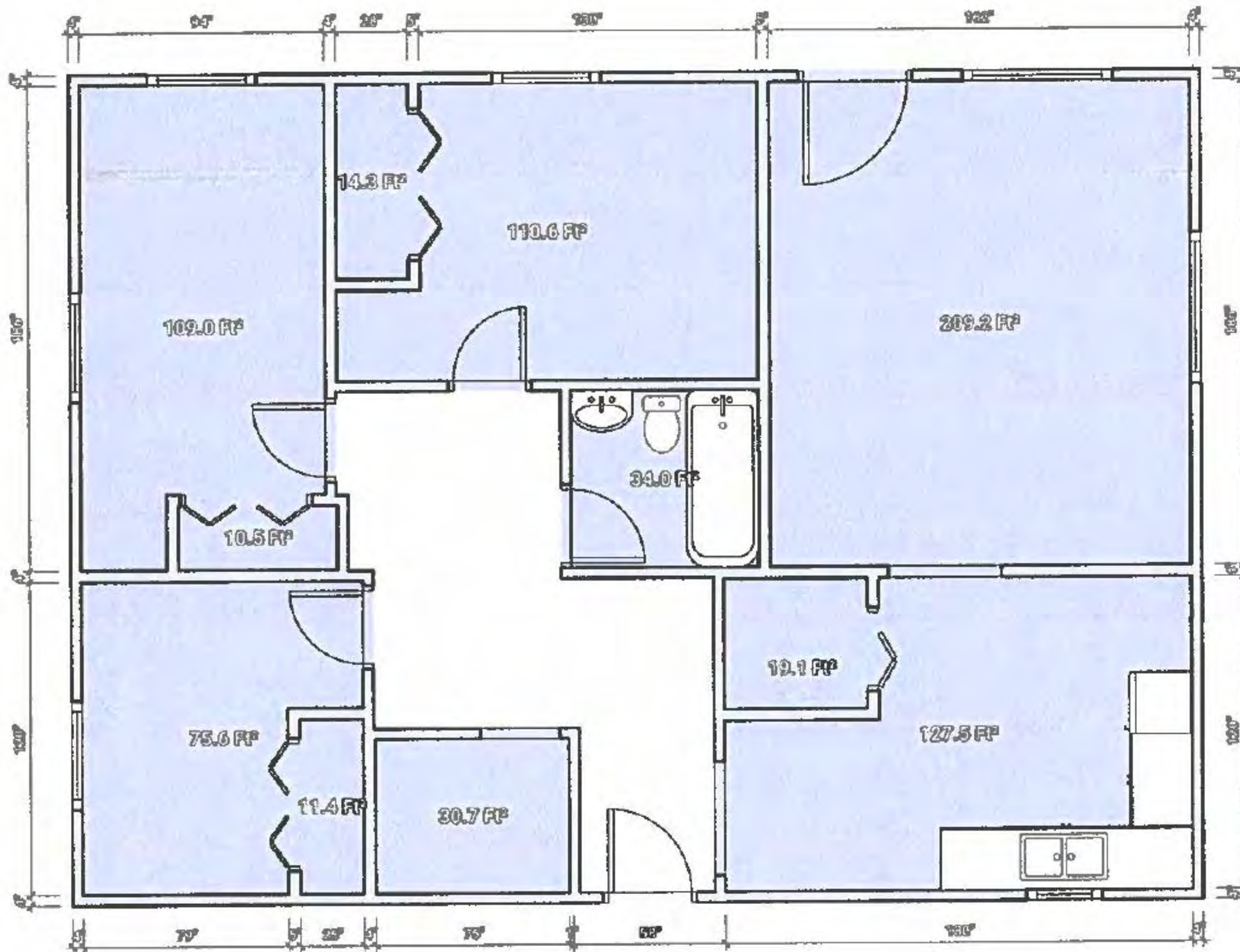
Attachment 1 Site Location Map



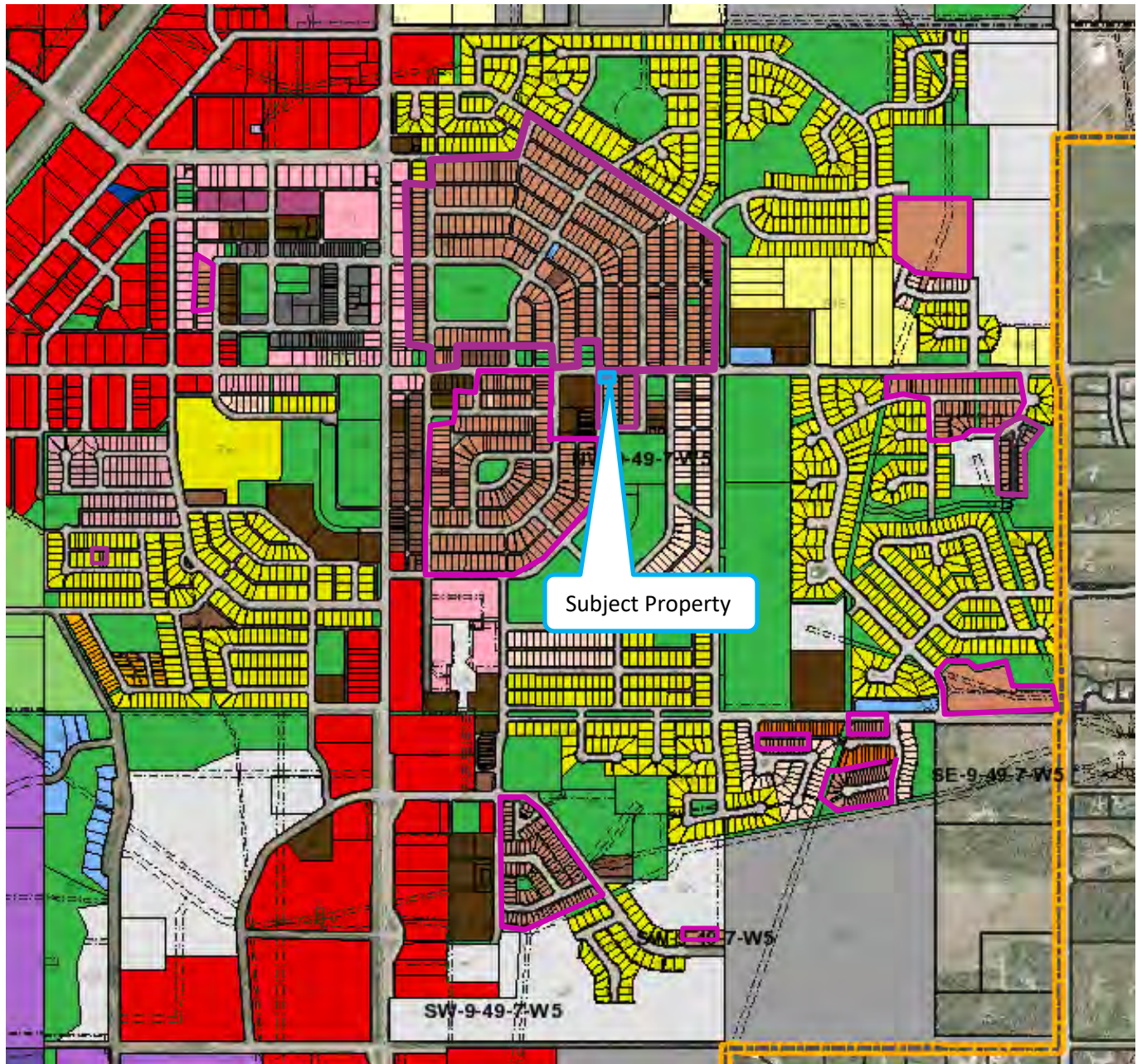
Attachment 2
Development Plans





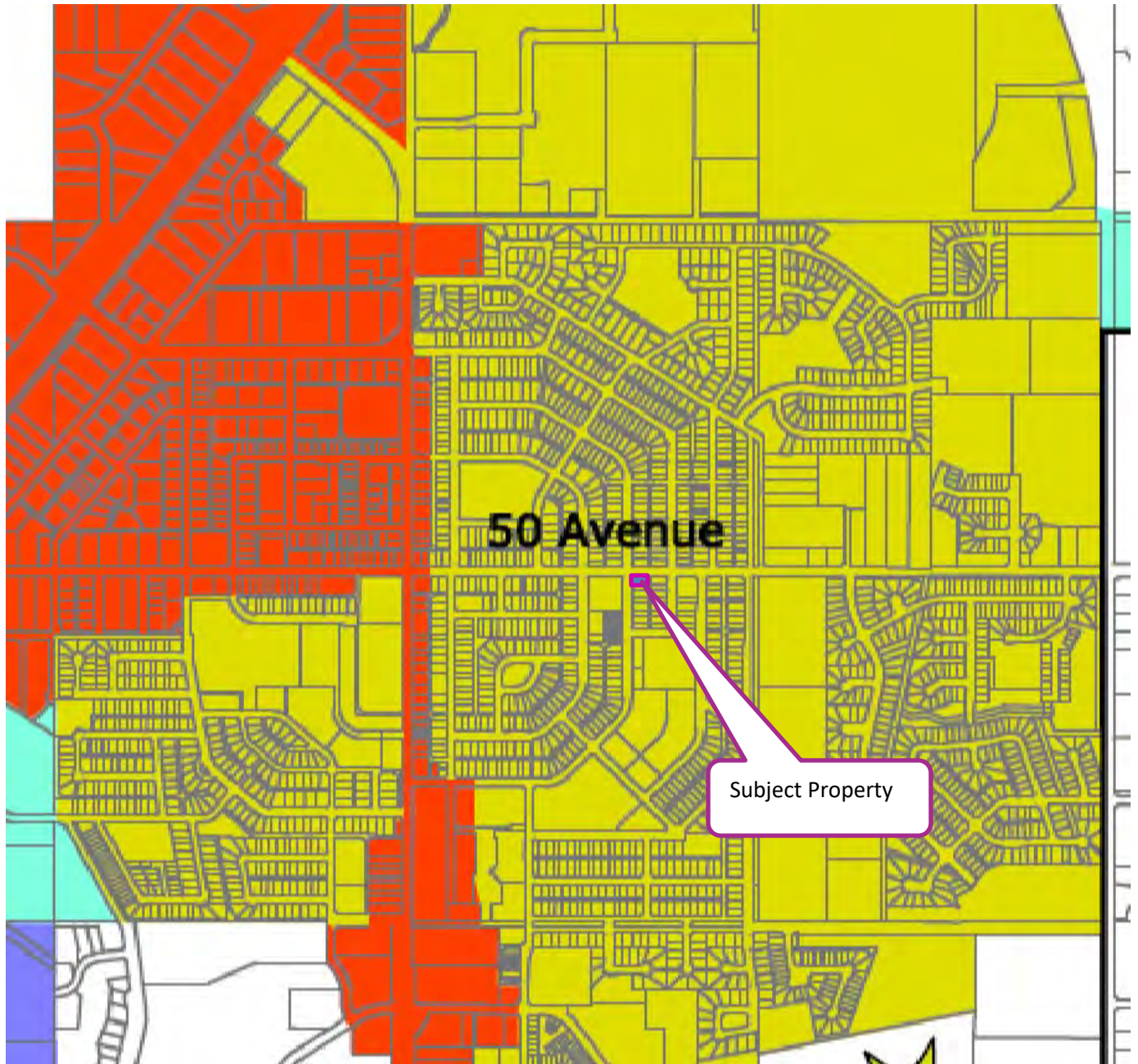


Attachment 4 R2 zoned Areas



General extent of R2 district

Attachment 5 Municipal Development Plan- Map 4



Attachment 6 Site Photos



The front of the parcel from the west side of 46 Street looking east



The rear of the parcel from the lane looking west



The trees along the south lot line in the rear yard from the lane looking southwest



The parcel from the north side of 50 Avenue looking south



The lane at the rear of the parcel looking south



The entrance to 50 Avenue from the lane at the rear of the parcel looking north



The apartment directly to the west of the parcel looking west



The nearby row housing to the south of the parcel from 46 Street

Attachment 7

Justification Letter From Applicant

Hi my name is Sandra Nickerson,

I am messaging you in regards to moving my salon to a house. I have owned Hair Care and More for almost 10 years now, but with the economic downturn, I am finding it difficult to keep my doors open. We would hate to lose all our loyal clients and the staff is all like family! We are trying to find a more affordable solution so that it works for everyone.

The location I am looking at moving to is 4929 46 st We feel this location would work out best as it is close to a park and still close to downtown! There is a one car garage with parking behind it and 4 other parking stalls in the back. Thus leaving ample parking in the front and side for our clients.

Hair Care and More would be operating as a single person business with a couple people renting spaces. Everyone works part time and the hours of operation would be roughly from 9 am to 5 pm and one late night until 8 pm. Hair Care and More customers are very respectful and in no way do we feel this would inconvenience the neighbors or anyone living in the area.

Thank you so much for taking time to help us. Hopefully we can make something work for all of us!

Sincerely,

Sandra Nickerson and The girls of Hair Care and More

Attachment 8

Proposed Bylaw 2019/11/D

BYLAW NO. 2019/11/D

Name of Bylaw: Direct Control Three (DC-3) Residential to Low-impact Commercial Conversion

WHEREAS Council deems it necessary to amend Land Use Bylaw 2007/24/D by adding a definition for Detached Houses that are converted to low-impact personal and professional service type businesses.

AND WHEREAS Council wishes to create a Direct Control district that allows for the conversion of single detached dwellings to low-impact personal and professional service type businesses.

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, 2000:

TITLE

1. This Bylaw may be cited as the “Direct Control Three (DC-3) Residential to Low-impact Commercial Conversion” Bylaw of the Town of Drayton Valley.

PURPOSE

2. The purpose of this Bylaw is to provide flexibility that facilitates the conversion of single detached dwellings on parcels in low density Residential Districts (CR, CRS, R1A, R1B, R1E and R2) to low-impact personal and professional service type commercial uses while mitigating potential impacts to surrounding properties. The business shall be compatible with the residential neighbourhood in both appearance and operation.
3. The following shall be added, in alphabetical order, to Section 3 Definitions of Land Use Bylaw 2007/24/D:

Residential Conversion means a development located in a Residential district that involves the conversion of a Detached House for the use of a low-impact Personal Service Establishment (but does not include a Cannabis Counselling Business and Dry Cleaning) or Professional Service business. Examples of such uses include, but not necessarily limited to lawyers, accountants, hair dressing, fitness training and tailoring.

4. The provisions of the newly created land use district known as DC2- Direct Control Two shall be as provided in Appendix "A" attached hereto.
5. The land uses designation of Lot 16, Block 38, Plan 4902KS (municipally known as 4929 46 Street), as shown on Appendix "B" attached hereto are changed from General Residential-R2 to Direct Control- DC3.

Bylaw 2019/11/D
Appendix "A"

B26 "DC-3 DIRECT CONTROL THREE RESIDENTIAL TO LOW-IMPACT COMMERCIAL CONVERSION"

26.2 Decision Procedure

Pursuant to Section 11 of this Bylaw and Section 641(2) of the Act, the power to approve applications for Development Permits is delegated to Council when the proposed use consistent with the uses and standards set out in Sections 26.3 to 26.9 below.

26.3 Permitted Uses

The following uses are deemed to be Permitted Uses in this district:

- Detached Houses
- Home Businesses
- Home Offices
- Minor Day Care Operations
- Secondary Suites
- Public Parks and Recreation Areas
- Buildings and uses accessory to the above
- Residential Conversion

26.4 Discretionary Uses

The following uses are deemed to be Discretionary Uses in this district:

- Moved-in houses, including new Manufactured Homes
- Day Care Facilities
- Group Homes
- Utility Installations
- Residential Sales Centre
- Bed and Breakfast Establishments
- Buildings and Uses Accessory to the above

26.5 Site Standards

Lot Size		Site Coverage	Setbacks							
Width	Depth		Main Building				Accessory Building			
			FY	Int. SY	Ext. SY	RY	FY	Int. SY	Ext. SY	RY
10m	30m	60%	5.5m	1.5m	1.5m	5.5m	n/a	1.0m*	1m*	1.0 m*

*See Section A17.1 for Detached Garages

26.6 Building Alterations

- 26.6.1 Any/all interior or exterior building alterations, whether structural or non-structural shall comply with applicable Town bylaws and the Alberta Building Code
- 26.6.2 Any/all exterior building alterations, whether structural or non-structural shall be consistent with the character of the property and general appearance of surrounding residential properties

26.7 Exterior Impact

The business shall not, in the opinion of the Development Authority, be a source of inconvenience, materially interfere with or affect the use, enjoyment or value of neighbouring parcels by way of excessive noise, smoke, steam, odour dust, vibration or refuse matter which would not commonly be found in the neighbourhood.

26.7 Parking

- 26.7.1 Parking spaces shall be provided in accordance with the parking requirements for Offices, which is 1 stall per employee on site at any time plus 1 stall 100 m² GLA Industrial Plan and parking requirements for the district in which it is located;
- 26.7.2 Where required by the Alberta Building Code, the appropriate number of disabled parking stalls shall be provided and clearly marked as being for the use of disabled persons only. The required number of disabled parking stalls may be included as part of the required number of total parking stalls stated in Section 21.7.1 above.
- 26.7.3 If the street or lane that provides access to the parking stalls on the subject parcel is paved, the provided parking stalls shall be hard surfaced with asphalt or concrete.
- 26.7.4 The dimensions of parking stalls shall be in accordance with Sections A33.1 and A33.2.
- 26.7.5 The design and maintenance of the parking area shall be in accordance with Sections A33.3 through A33.10

26.8 Landscaping/Screening

- 26.8.1 Commercial land uses shall be sufficiently screened from Residential land uses by a solid fence (wood fence or chain link with privacy slats) of 1.8 meters in height and be reasonably maintained to the satisfaction of the Development Authority.

26.8.2 The subject parcel shall be landscaped and reasonably maintained to the satisfaction of the Development Authority.

Customer Traffic

26.8.1 The business shall not generate pedestrian or vehicular traffic or a parking shortage in excess of what is typically characteristic of the neighbourhood in which it is located.

26.8.2 Customer and employee traffic for the business shall be limited to a maximum of six persons in attendance at any one time

26.9 Hours of Operation

Maximum hours of operation of a business shall be:

Sunday-Thursday- 9:00am to 5:00pm and

Saturday-Friday- 9:00am to 8:00pm

26.9 Signage

Signage for the business shall be limited to one non-illuminated sign no greater than 0.275 square meters (3 square feet) in area.

INTERPRETATION

- 21 Words used in the singular include the plural and vice-versa.
- 22 When a word is used in the masculine or feminine it will refer to either gender.

- 23 Words used in the present tense include the other tenses and derivative forms.

SEVERABILITY

- 24 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 _____, 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:	Discretionary Use at 5037 62 Street (Lot 1; Block 100; Plan 4057MC) - Development Permit Application DV19-013
MEETING:	May 22, 2019 Regular Meeting of Council
PRESENTED BY:	Keith Arndt Planning & Development Officer

1. PROPOSAL AND BACKGROUND:

The Town of Drayton Valley has received a Development Permit application for a finger jointing and wood product manufacturing business at the above-noted address and shown in the enclosed Site Location Map (**see Attachment 1**) and Site Plan (**see Attachment 2**). The specific operations of the use are recycling surplus wood products or wood by-products to be used for other applications such as studs for framing, stakes/lathe and wood pellets for heating.

The subject parcel is located within the C2-General Commercial district of Land Use Bylaw 2007/24/D. Industrial Uses, such as manufacturing businesses, which are considered compatible with uses on adjacent lots are listed as Discretionary Uses in the applicable C2-General Commercial District. As mentioned later in this report, Development Permits that involve a Discretionary Use shall be considered by Town Council.

Manufacturing is defined in Section 3.0 (Definitions) of Land Use Bylaw 2007/24/D, as "the production, assembling, finishing or packaging of goods intended for sale and may include indoor and/or outdoor storage of materials and products". While the Business at this property is be considered as a use that involves Manufacturing of product, it could also be considered as a Salvage Business, which is defined as, "a scrap metal merchant, paper recycler, battery recycler, or any other business which recovers useful or valuable material from waste".

1. Inter-Municipal Development Plan 2011/17/D:

The subject property is located within 100 meters of the current Town/County boundary and, therefore part of the referral area of the Inter-Municipal Development Plan (IDP). The subject property is also located immediately to the east of the Poplar Ridge industrial area, as indicated in Figure Six of the IDP (see Attachment 3- Inter-Municipal Development Plan- Figure Six).

As per Section 5.2.3.e, all Discretionary Use Development Permits shall be forwarded to the County for their chance to comment on the application. Section 5.2.4 establishes the commenting period for applications as 21 days. At the time of writing this report, no comments from the County have been received.

2. Municipal Development Plan 2012/27/D:

The subject property is located within the Commercial & Light Industrial Area of the Municipal Development Plan (**See Attachment 4- Municipal Development Plan, Map Four**).

Section 2.8 of the Municipal Development Plan (MDP) states, "The lines between commercial and minor industrial operations can often be blurred, but the two activities are so often complementary in Drayton Valley as to be one entity. It can also be argued that most of the commercial activity that occurs in the community is a function of industry, and many commercial enterprises might be

better described as "industrial support". Although the subject property is designated as Commercial in the MDP, it lies at the edge of a Commercial area and is adjacent to a prominent industrial area identified in the IDP discussed earlier. The general area of the subject property can, therefore, be described as a commercial-industrial interface and the current use meets the intent of the MDP.

3. Land Use Bylaw 2007/24/D:

The subject property is located in the C2 General Commercial District of the Land Use Bylaw (LUB).

Section 13.5 of the LUB states that in the case where a proposed specific use of land or a building is not provided for in any district, the Development Authority may determine that such use is similar in character and purposes to a use prescribed for that district in Schedule B, and approve it as a Discretionary Use. Although Manufacturing is not specifically mentioned in the C2 district, the specific activities of the Applicant's use on the subject property are very similar to a Salvage Business, which is listed as a Discretionary Use in the C2 district.

Section 13.6 outlines criteria that must be considered when evaluating a Variance, but in Administration's opinion could also be considered when evaluating a Discretionary Use:

- Unduly interfere with the amenities of the neighbourhood, or;
- Materially interfere with or affect the use, enjoyment or value of neighbouring lots, and;

Although the specific use on the subject property does not require a variance, Administration is of the opinion that the same criteria can be used for evaluating an application for a Discretionary Use. (An application for a Development Permit that does not comply with the Land Use Bylaw (in this case, a Development Permit for a fence that exceeds the maximum permitted height, if in Council's opinion - take out, this was copied/pasted from Andrew Miller's fence report)

A site inspection of the property was most recently conducted on May 3, 2019. The site inspection revealed several wood piles throughout the property, some of which are located close to the easterly property line (**see Attachment 5- Site Photos**). Drayton Valley/Brazeau County Fire Services confirmed the manner in which this wood is stored is a fire hazard. More specifically, if a fire were to occur at the property, the numerous wood piles limit access for firefighting apparatus and the piles located near the easterly property line and the vegetation on the adjacent property increase the risk of a fire spreading out of control, especially during dry seasonal conditions or periods of high winds. A Fire Safety Inspection, which will be required as a condition of the Development Permit would confirm each of the measures that must be implemented in accordance with the Alberta Fire Code (some of these measures are also required by the Alberta Building Code). While this is not an exhaustive list of requirements, some of these measures include:

- Emergency access/egress
- Proper lighting;
- Provision of a fire suppression system;
- Fencing;
- Proper evacuation procedures, and;
- Proper lighting (**See Attachment 6- Drayton Valley/Brazeau County Fire Services Comments**).

Provided the Fire Code and Building Code requirements, addressed in the recommended conditions of the proposed Development Permit (see Attachment 6- Development Permit DV19-013), Administration is of the opinion the current use on the subject property meets the criteria suggested for a Discretionary Use as stated in Section 13.6 of the LUB.

Lastly, some of the wood piles are partially located on the adjacent lot to the south. While Administration prefers these wood piles to be entirely located on the subject property, this is largely a private matter between the subject property and the property to the south.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

All registered land owners within 60 meters of the subject property were mailed a notice of this Council Meeting as per Section 12.1 of the LUB.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	Yes	<p><i>Municipal Government Act,</i></p> <p>Sections 230 and 606 (establish the requirements for sending notifications of public hearings)</p> <p>Part 17 (contains the several sections related to municipal and regional land use planning matters), Divisions 4 and 5 (statutory plans and Land Use Bylaw), Section 650 (Development Permit conditions), Division 10 (appeals)</p> <p>Alberta Fire Code, the fire safety-related requirements for this specific land use are administered/ enforced by Drayton Valley/Brazeau Fire Services and will be determined during a fire safety inspection imposed as a condition of the Development Permit</p>
Municipal Bylaws	Yes	<p>Town of Drayton Valley Land Use Bylaw 2007/24/D, Sections 3 (Definitions), 12.1 (requires that landowners within 60 meters of a subject property are notified of applications for Discretionary Use Development Permits), 13.5 (ability to approve a use similar to a use prescribed in the subject parcel's land use district, 13.6 (recommended criteria for evaluating a Discretionary Use), 13.7 and 13.8 (ability to approve a Development with or without conditions or refuse a Development Permit with reasons) and 13.9 (establishing Council as Development Authority for Discretionary Uses)</p>

Municipal Development Plan	Yes	Map 4- Identifies the subject property located within the Commercial & Light Industrial Area of Town. Section 2.8 (Commercial and Light Industrial policies).
Sustainability Vision 2019-2021	N/A	None
Town of Drayton Valley Strategic Plan 2019-2021	N/A	Goal One- Approval of this Development Permit would facilitate a company that employs approximately 50 workers in a new and innovative industry that recycles certain wood waste products that would otherwise be destined to a landfill into new products for consumers. At the same time, the conditions of this Development Permit would ensure that safety standards for the protection of the broader community are complied with.
Other Plans or Policies	Yes	IDP 2011/17/D- Figure 6 identifies the subject property within 100 meters of the current Town/County boundary and, therefore, within the Town's referral area. Figure 6 also identifies the properties within County limits to the east of the subject property as Industrial. Section 5.2.3.e requires that Discretionary Use Development Permit applications are referred to the County for their opportunity to comment. Section 5.2.4 establishes the commenting period for all applications as 21-days. PD-04-08- Development Notices to the Public Policy- requires that landowners within 60 meters of a subject property are notified of applications for Discretionary Use Development Permits.

4. POTENTIAL MOTIONS:

A. That Council approves Development Permit DV19-013 with following conditions, as presented in DV19-013:

1. This Development Permit is subject to any/all required Federal, Provincial and Municipal approvals, including, but not limited to Building and/or Safety Code Permits.
2. The subject development shall be completed in accordance with the attached stamped/approved site plan, ensuring compliance with setback regulations as per the Town of Drayton Valley Land Use Bylaw 2007/24/D. Please note that all setbacks are from the property line, **NOT** from any roadway, curb, sidewalk or fence line. The Owner/Applicant or Contractor shall locate the property lines before commencement of construction and shall meet the setbacks as shown on the attached stamped/approved site plan.

3. The Town of Drayton Valley shall be advised of any damage to municipal structures prior to the start of any construction. Failure to notify the Town of Drayton Valley of any damages will result in the Contractor being responsible for repairs.
4. The Owner/Applicant shall be held financially responsible during construction for any damage, or as a result of negligence causing damage by the Owner/Applicant, employees, suppliers or agents to any public property.
5. The Applicant/Owner shall not impede, obstruct or change or alter the grade or change any existing drainage patterns outside of the subject property without prior approval of the Town Engineer.
6. Surface drainage shall be such that storm water does not run off onto adjacent lots, except onto identified drainage easements. Sump pumps shall be pumped or piped only within the subject lot and shall not direct drainage outside of the subject lot boundaries.
7. Any loose debris or mud that may be deposited onto other lands or roads from trucks or equipment shall be cleaned up at the expense of the Applicant/Developer.
8. The building shall have its civic address clearly displayed temporarily during construction and permanently displayed after construction. The numbers shall be easily visible from the street and in accordance with the Town of Drayton Valley Addressing and Naming Policy PD-02-14.
9. Easements or right-of-ways located on the subject property shall not be encroached upon at any time unless otherwise approved in this Development Permit.
10. **All fire safety requirements must be met. The Applicant/Owner shall contact Drayton Valley/Brazeau Fire Services at 780-514-2216 to schedule a fire inspection by no later than June 7, 2019.** Obtaining any/all required permits as a result of the fire inspection is the responsibility of the Applicant/Owner.

NOTE: This Permit becomes effective twenty one (21) days from the Date of issue (below) provided no appeal is lodged. In the case of a valid appeal being lodged, the Permit is suspended until such time as the Subdivision and Development Appeal Board renders its decision.

B. That Council refuses Development Permit DV19-013, with reasons_____.

5. RECOMMENDATION

Administration recommends Council approve Development Permit DV19-013 with conditions (**see Attachment 7 Draft Development Permit DV19-013**) that would ensure safety requirements (fire prevention & safety code requirements) are complied with.

6. ATTACHMENTS:

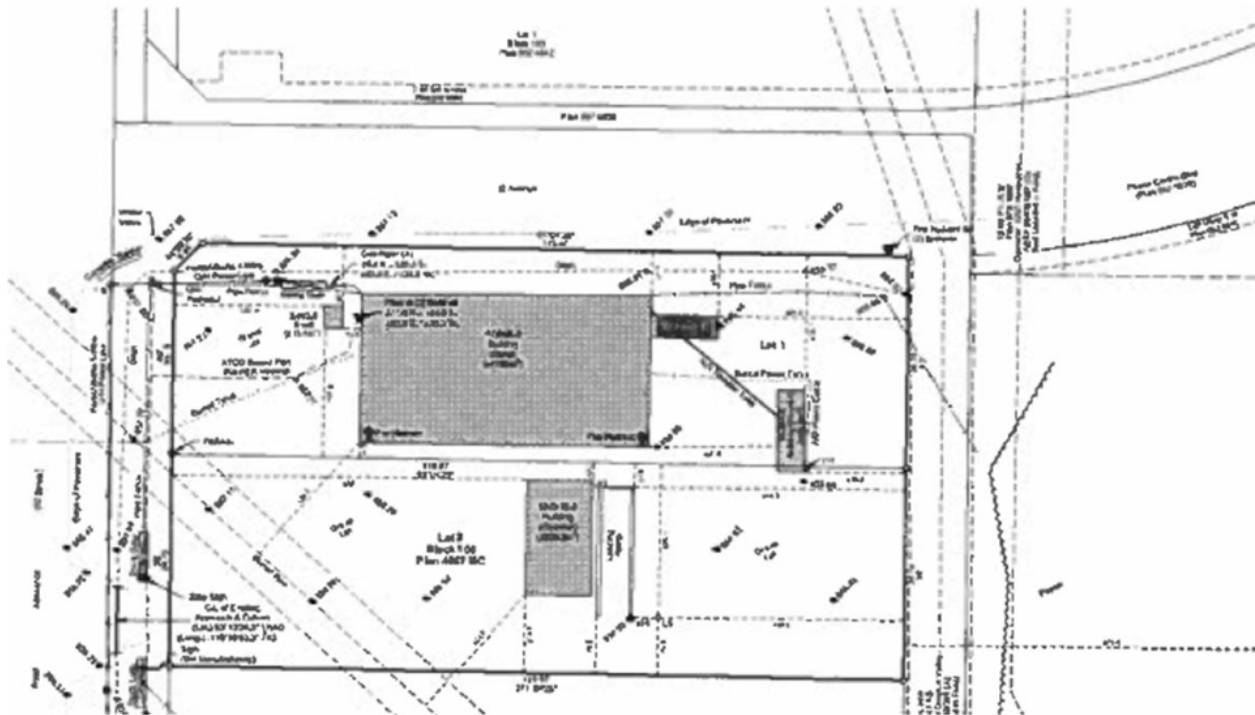
1. **Site Location Map**
2. **Site Plan**
3. **Inter-Municipal Development Plan- Figure 6**
4. **Municipal Development Plan- Map 4**
5. **Site Photos**
6. **Drayton Valley/Brazeau County Fire Services Comments**
7. **Draft Development Permit DV19-013**

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			

Attachment 1 Site Location Map

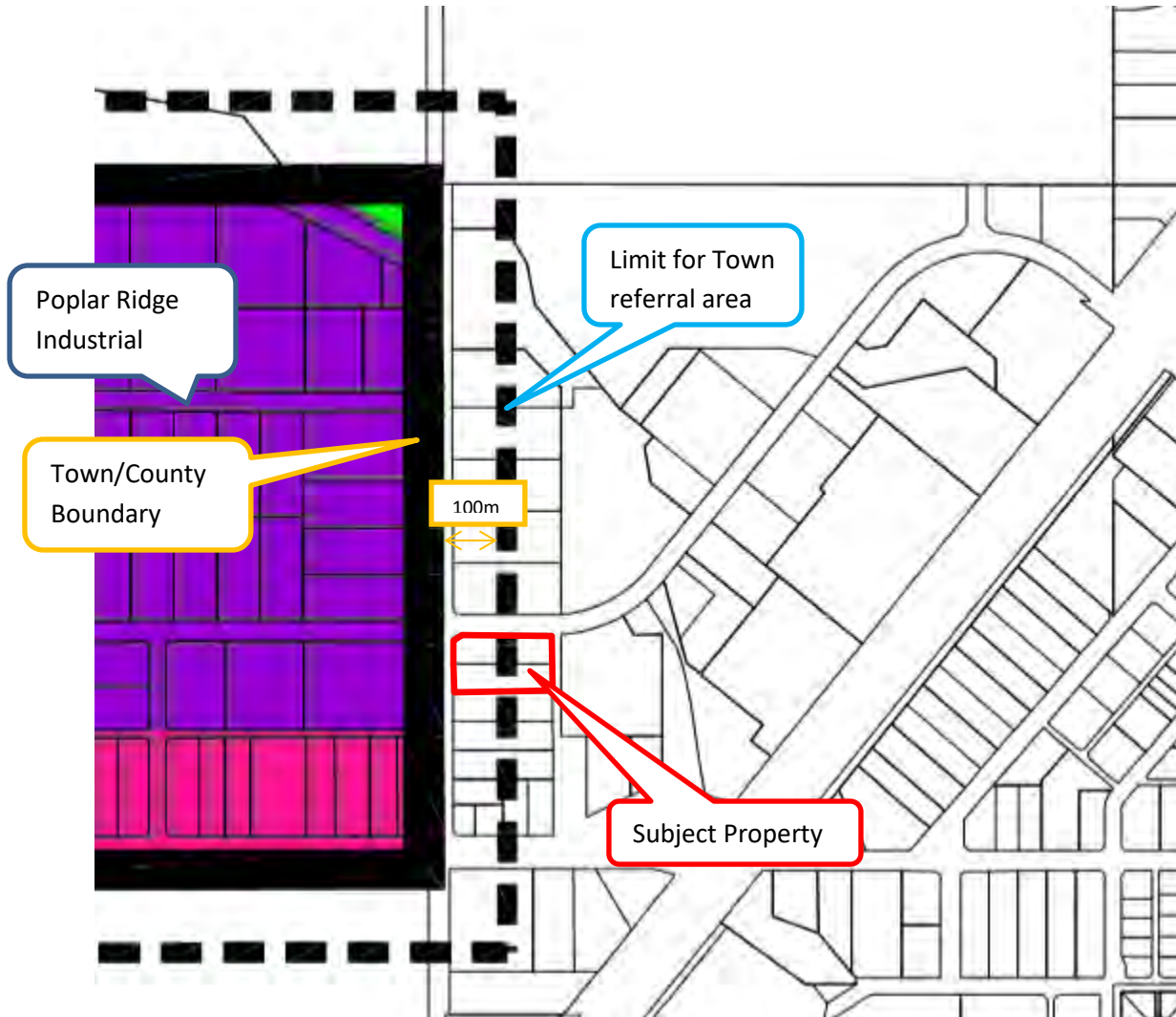


Attachment 2 Site Plan

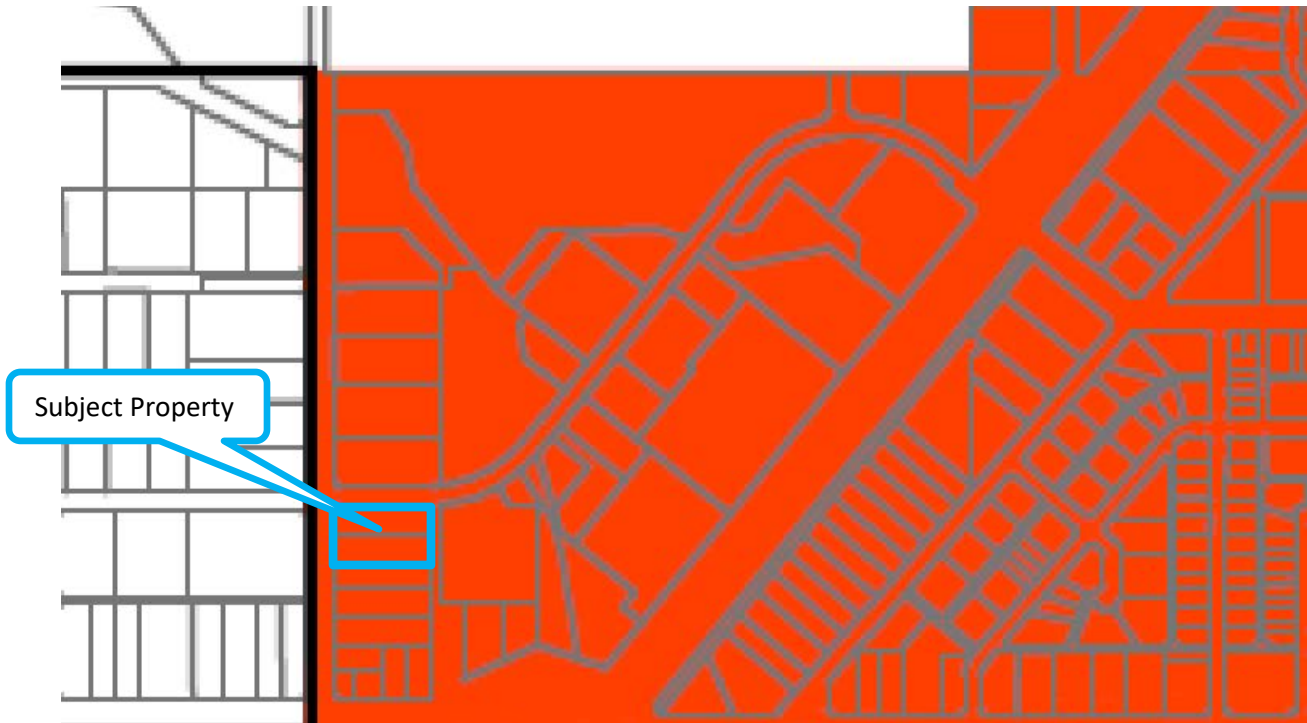


Attachment 3

Inter-municipal Development Plan- Figure 6



Attachment 4
Municipal Development Plan- Map 4



**Commercial and
Light Industrial**

Attachment 5 Site Photos



From the northeast corner of the parcel looking west



From the north side of Power Centre Boulevard looking south



Close-up view from the north side of Power Centre Boulevard looking south



From the west side of the parcel along 62 Street looking east

Attachment 6- **Drayton Valley/Brazeau County Fire Services Comments**

Good morning Matt,

In regards to the development permit pertaining to DH Manufacturing (DV19-013) the Fire Services will be looking to have a Safety Fire Inspection completed of the facility once the Development permit is completed and the Building requirements are met as outlined in the Alberta Building Code. As with any industrial occupancy a site evaluation will need to be completed to make sure the facility complies with the Alberta Fire Code, some of the items that are typically reviewed is proper lighting, emergency access/egress, fire suppression system requirements, proper evacuation procedures and so on. Additionally regarding the storage of outside lumber there is additionally requirements that will need to be reviewed, like access for fire apparatus, proper storage of wood products, fencing, adequate water supply, and so on. This is only some of the items that are identified with in the Alberta Fire Code and there may be additionally requirements once a site evaluation is completed. Some of these items will be also be part in parcel to the Alberta Building Code and may be addressed in the building inspection.

Additionally the initial development permit identifies lot 1 and 2 as the location of the wood product manufacturing business, although the products that are stored on site also encompasses lot 3. Not sure if that has any implications to the development permit process.

If there is any additionally information or questions you require please let me know.

Thank you

Kamil Lasek -Deputy Fire Chief
Drayton Valley/ Brazeau County Fire Services
Box 6685,
5120-52 Street,
Drayton Valley, AB T7A 1S1
Tel: (780) 514-2216 **Fax:** (780) 514-2244

fire.tso@draytonvalley.ca

The content of this email is confidential and intended for the recipient specified in message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

Attachment 7
Draft Development Permit DV19-013



DEVELOPMENT PERMIT

DV19-013

LOTS 1 and 2, BLOCK 100, PLAN 4057MC

YOUR DEVELOPMENT APPLICATION # DV19-013 HAS BEEN CONSIDERED BY

THE DEVELOPMENT OFFICER

TOWN COUNCIL

AND

APPROVED, SUBJECT TO THE CONDITIONS BELOW AND

REFUSED, PURSUANT TO THE REASONS ON ATTACHED SCHEDULE 'A'

TYPE OF DEVELOPMENT: Manufacturing (finger jointing and wood product manufacturing)

PROPERTY CIVIC ADDRESS: 5037 62 Street

PERMIT ISSUED TO: DH Manufacturing Inc

ADDRESS: Box 7864 Drayton Valley, AB T7A 1S9

CONDITIONS OF DEVELOPMENT PERMIT

The following are standard Development Permit conditions and must be complied with:

1. This Development Permit is subject to any/all required Federal, Provincial and Municipal approvals, including, but not limited to Building and/or Safety Code Permits.
2. The subject development shall be completed in accordance with the attached stamped/approved site plan, ensuring compliance with setback regulations as per the Town of Drayton Valley Land Use Bylaw 2007/24/D. Please note that all setbacks are from the property line, **NOT** from any roadway, curb, sidewalk or fence line. The Owner/Applicant or Contractor shall locate the property lines before commencement of construction and shall meet the setbacks as shown on the attached stamped/approved site plan.
3. The Town of Drayton Valley shall be advised of any damage to municipal structures prior to the start of any construction. Failure to notify the Town of Drayton Valley of any damages will result in the Contractor being responsible for repairs.

- 4. The Owner/Applicant shall be held financially responsible during construction for any damage, or as a result of negligence causing damage by the Owner/Applicant, employees, suppliers or agents to any public property.
- 5. The Applicant/Owner shall not impede, obstruct or change or alter the grade or change any existing drainage patterns outside of the subject property without prior approval of the Town Engineer.
- 6. Surface drainage shall be such that storm water does not run off onto adjacent lots, except onto identified drainage easements. Sump pumps shall be pumped or piped only within the subject lot and shall not direct drainage outside of the subject lot boundaries.
- 7. Any loose debris or mud that may be deposited onto other lands or roads from trucks or equipment shall be cleaned up at the expense of the Applicant/Developer.
- 8. The building shall have its civic address clearly displayed temporarily during construction and permanently displayed after construction. The numbers shall be easily visible from the street and in accordance with the Town of Drayton Valley Addressing and Naming Policy PD-02-14.
- 9. Easements or right-of-ways located on the subject property shall not be encroached upon at any time unless otherwise approved in this Development Permit.
- 10. **All fire safety requirements must be met. The Applicant/Owner shall contact Drayton Valley/Brazeau Fire Services at 780-514-2216 to schedule a fire inspection by no later than June 7, 2019.** Obtaining any/all required permits as a result of the fire inspection s the responsibility of the Applicant/Owner.

NOTE: This Permit becomes effective twenty one (21) days from the Date of issue (below) provided no appeal is lodged. In the case of a valid appeal being lodged, the Permit is suspended until such time as the Subdivision and Development Appeal Board renders its decision.

DEVELOPMENT OFFICER: _____

KEITH ARNDT

DATE OF DECISION: _____, 20_____

DATE OF ISSUANCE: _____, 20_____

APPEAL DEADLINE: _____, 20_____

TOWN OF DRAYTON VALLEY REQUEST FOR DECISION

DRAYTON VALLEY



SUBJECT:	Appointment of Prohibited Noxious & Noxious Weed Inspectors for 2019 Season
MEETING:	May 22, 2019 Regular Meeting of Council
PRESENTED BY:	Merlin Klassen Manager, Safety and Protective Services, Director of Emergency Management

1. PROPOSAL AND BACKGROUND:

As per the Agreement made on April 1, 2019, between the two municipalities for provision of service, the Town of Drayton Valley has requested Brazeau County to provide weed control inspection services regarding prohibited noxious and noxious weeds within the Town. It is the desire of the parties of this Agreement that the level of weed control regarding prohibited noxious and noxious weeds within the Town and County is consistent, accurate, and equitable, while protecting the environmental conditions of all parcels.

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

Municipal inspectors

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

Municipal inspectors – joint authority

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

Brazeau County Council has appointed Rhiannon Gressler, Dawnia McCann, and Corbyn Pankonin as Weed Inspectors for Brazeau County. In the past, the Town Council's appointment for a Weed Inspector mirrored the County's, however, for 2019 Town staff will be appointed in addition to the three County staff.

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

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

Contract with Brazeau County has agreed upon rates (section 3 (3.2) from April 25, 2016).

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	Yes	<i>Weed Control Act</i> , Section 7(1) and 9
Municipal Bylaws	Yes	Community Standards Bylaw, 2015-08-P 5.3(b)(iii)
Municipal Development Plan	N/A	
Sustainability Vision 2019-2021	N/A	
Town of Drayton Valley Strategic Plan 2019-2021	NA	
Other Plans or Policies	Yes	Noxious Weeds Policy T-02-14

4. POTENTIAL MOTIONS:




- A. That Council appoint the following individuals as Weed Inspectors for the Town of Drayton Valley for the 2019 season:
Rhiannon Gressler, Weed Inspector, Brazeau County
Dawnia McCann, Manager Agriculture Services, Brazeau County
Corbyn Pankonin, Assistant Ag. Fieldman, Brazeau County
Dale Holst, Public Works, Town of Drayton Valley
Joan Elworthy, Public Works/Parks, Town of Drayton Valley
- B. That Council defer this item to Administration for _____.
- C. That Council decline appointing a Weed Inspector for the Town of Drayton Valley for the 2019 season.

5. RECOMMENDATION

Administration recommends appointing above listed individuals as Weed Inspectors for the 2019 season.

6. ATTACHMENTS:

- 1. Noxious and Prohibited Noxious Weed Control Policy T-02-14

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			



TOWN OF DRAYTON VALLEY

Department:	Transportation/Public Works	Policy #:	T-02-14
Subject:	Noxious and Prohibited Noxious Weed Control		
Approval Date:	August 6, 2014	Review Date:	

POLICY

Policy Statement

The *Weed Control Act* of Alberta is designed to control the spread of noxious weed infestations and to destroy all prohibited noxious weeds through regulatory means.

The overall objective of the Town of Drayton Valley is to carry out a Weed Control program, under the authority of the *Weed Control Act*, to prevent the spread and establishment of noxious and prohibited noxious weeds on public and private lands.

The responsibility for control of all regulated weeds on private land will at all times rest with the owner or occupant. It is the responsibility of the Municipality to control regulated weeds on Municipal lands and to enforce the *Weed Control Act* on private land.

Appoint of Weed Inspectors

The Town shall annually, during the first Council meeting in March, appoint a Weed Inspector to enforce the *Weed Control Act* annually. In the event that the Town contracts weed inspection services from Brazeau County, the appointment of the Weed Inspector(s) shall be made by Town Council following the appointment of the individual(s) by Brazeau County Council.

The Weed Inspector or his/her designate shall issue Weed Notices on all regulated weeds that are a concern in the Town of Drayton Valley.

Weed Control Methods

Mechanical, cultural, and biological weed control will be the preferred method used. Failing all attempts to control weeds through the above mentioned practices, it may be deemed necessary to use chemical controls. Although reduced risk products are given priority, when all attempts to control the weeds and/or pests have been exhausted, inorganic pesticides may be used.

In the case of non-compliance of a Weed Notice, legal action may be initiated and arrangements will be made to commence enforcement work. Under conditions on non-compliance of a Weed Notice, the weeds will be controlled through either municipal resources or a contractor hired and paid by the Municipality. All costs shall be recovered under the *Weed Control Act* from the owner and/or occupant of the lands.

Any and all Weed Notices that are issued will be followed through to their conclusion, in order to maintain effective control of the problem weeds.

Order of Priority

The weed control program of the Town of Drayton Valley shall use the following list to prioritize control efforts:

1. Town rights-of-way, Town-controlled properties
2. Agri-business, private equipment storage yards, utility corridors, and resource leases
3. Private land and crown land

The main objective of the prioritization is the prevention of new infestations through seed transport and effective control of existing infestations.

Weed control, through turf management, shall be achieved by:

- adjusting the height of mower decks
- establishing a plan for mowing frequency
- detaching
- conducting aeration and turf repair annually or on a spot basis, as required
- applying organic fertilizers in the spring and fall
- applying top soil dressing as required
- picking up litter
- manually removing weeds, including roots
- using mechanical cultivation to prevent weeds from becoming established
- using chainsaws, mowers, brush saws or other equipment to control unwanted woody plants
- applying heat (using flamers, hot water or steam applicators) or infrared generating equipment
- selecting seed which is best for the site conditions and zone
- selecting biological controls that target a specific pest problem
- applying chemical controls only as a last resort and:
 - o use reduced-risk products
 - o ensure the product is effective and registered for specific pest type

- o once the current weed infestations are brought under control, use preferably as a spot treatment, instead of broadcast application
- o applied at a proper time (consider wind, climate conditions and pest development)
- o applied by qualified individuals

Private Contractors

The Public Works Department will attempt to maintain a current listing of contractors available for roadside mowing, as well as custom weed control in the Town of Drayton Valley. It is the responsibility of these private contractors to guarantee clean, weed-free equipment. The owner of the land is directly responsible for the individual or company which is hired and the condition of the equipment. The Town of Drayton Valley shall not be liable for any work carried out, the state of equipment or completion of work from any contractor maintained upon the list and which may be hired by an individual or company. Further, the primary responsibility for weed-free equipment will at all times rest with the owner or occupant of that equipment, jointly, or severally.

No person shall move a machine or vehicle if the movement is likely to cause the spread of a restricted noxious or nuisance weed (Section 35 of the *Weed Control Act*). It is the responsibility of the owner of the lands to ensure that the equipment hired is weed-free before entering his land. It is the duty of the resource company to ensure that equipment used and re-vegetation methods practiced do not introduce weeds on the property.

If requested by a landowner, the Weed Inspector or his designate, at their discretion, may investigate the degree of weed infestation on and around locations designated by the landowner, prior to construction of new lease roads, well sites, pipelines or associated construction. A copy of such report shall be given to the landowner and/or resource company, and placed upon the land file. A copy of the report will be made available to any interested party at the discretion of the Weed Inspector and/or landowner.

This Policy, upon approval by Town Council, shall repeal and replace Policy T-02-03

Mayor

TOWN OF DRAYTON VALLEY REQUEST FOR DECISION



SUBJECT:	Re-allocation of Capital funds
MEETING:	22 May 2019 Regular Meeting of Council
PRESENTED BY:	Rick Wheatley Director of Engineering

1. PROPOSAL AND BACKGROUND:

With the tender closing on CP 244 (RR 75/62 St.), we have found our project funding is not at a level sufficient to complete the project as designed. With a high priority on completing the construction of this roadway, we have looked at some other avenues of funding the project to completion.

We have reviewed the Capital Budget with Finance Department and we have found a number of 2018 projects that have been completed and have funding remaining in their Capital Accounts.

We are proposing to utilize these additional funding to ensure that we can complete the project as designed. But for us to do this we need to have approval from Council to re-allocate the funds from one project to another. The projects are :

1. CP 334 - Ring Road Connection - \$165,000 for re-allocation (Grant funding)
2. CP 382 - Mackenzie / Meier Avenue - \$90,000 for re-allocation (Grant Funding)
3. CP 177 - 43 Ave. connection to Ring Road - \$90,000 for re-allocation (Grant Funding)
4. CP 391 - 49 Ave. paving 57-58 St. - \$250,000 for re-allocation (Operations Funding)

With the re-allocation of these funds to CP 244 (RR 75/62 St.), we would be able to complete the construction of the roadway from end of asphalt to Town boundary. It would however mean that we cannot pave 49 Ave 57-58 St this year but we believe we can deal with the roadway in house during 2019.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

The funds that we are asking Council to re-allocate are on projects where the work is complete and available to use on other projects. Most of these funds are from grants (MSI, ACP) except for CP 391 which comes from the operations budget.

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	YES	[Goal 1 - Building Municipal Economic Resilience. Dedicate resources to Infrastructure as an investment
Other Plans or Policies	YES	Capital Plan - 2017/2018/2019 TF-01-15 Tendering and Procurement Policy

4. POTENTIAL MOTIONS:

- A. That Council approve the re-allocation of funds from Capital Projects CP 177, CP 334, CP 382 and CP 391 for a total of \$595,000 to CP 244 (62 St / RR75) to support 2019 construction.
- B. That Council defer this item back to Administration for further review and information.
- C. That Council decline the re-allocation of funds from Capital Projects CP 177, CP 334, CP 382 and CP 391 for a total of \$595,000 to CP 244.

5. RECOMMENDATION

"that Council approve the re-allocation of funds from Capital Projects CP 177, CP 334, CP 382 and CP 391 for a total of \$595,000 to CP 244 (62 St / RR75) to support 2019 construction."

6. ATTACHMENTS:

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			

TOWN OF DRAYTON VALLEY

REQUEST FOR DECISION

DRAYTON VALLEY



SUBJECT:	Contract Award - CP 244 (62 St / RR 75) Construction
MEETING:	22 May 2019 Regular Meeting of Council
PRESENTED BY:	Rick Wheatley Director of Engineering

1. PROPOSAL AND BACKGROUND:

Sometime prior to 2018 it was put forward to reconstruct 62 St./RR 75 to a standard that would handle large truck traffic. This is a roadway used by the industrial subdivisions along RR 75. This road was failing from a number of reasons that included, corduroy base construction, high water table and large amounts of organics in the roadbase.

In late summer of 2018 it was decided to tender for the reconstruction of RR 75/ 62 St.(CP244) and two tenders were received. The results from that tender came in at approximately \$2,600,000, which was significantly higher than the budget of \$1,500,000 for the overall project. At that time the project was cancelled and re-tendered in March 2019.

The March 2019 tender included the paving of 49 Ave 57-58 St. We received 5 tenders. Attached is a copy of the unofficial tender results. With everything included the low tender of Parkway Enterprises came in the lowest at **\$2,338,471.58** before GST. Our budget for the 2 projects is \$1,666,725. After removing the 49 Ave. portion of the tender, their tender comes in at \$2,009,898,68.

To enable us to build this project to the design as tendered, we have removed the 49 Ave paving section out of the tender but have requested re-allocation of these and other Capital funds to allow us to complete this project. With the re-allocation of Capital funds, it would bring our proposed project budget to \$2,011,725. Administration is confident that the project can be undertaken with the tendered amount.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

This project is dependent on the Request for Decision for Capital funds re-allocation being presented to Council for approval.

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	YES	Goal 1 - Building Municipal Economic Resilience. Dedicate resources to infrastructure as an investment.
Other Plans or Policies	YES	2017- 2018 Capital Plan TF-01-15 Tendering and Procurement Policy

4. POTENTIAL MOTIONS:

- A. That Council award the contract to Parkway Enterprises of Drayton Valley in the amount of \$2,009,898.68 (not including GST) for the reconstruction of CP 244 (62 St./ RR 75) as presented by Administration.
- B. That Council defer this item back to Administration for further review and information.
- C. That Council decline awarding the contract to Parkway Enterprises of Drayton Valley in the amount of \$2,009,898.68 (not including GST) for the reconstruction of CP 244 (62 St./ RR 75) as presented by Administration

5. RECOMMENDATION

"that Council award the contract to Parkway Enterprises of Drayton Valley in the amount of \$2,009,898.68 (not including GST) for the reconstruction project, CP 244 (62 St./ RR 75) as presented by Administration."

6. ATTACHMENTS:

- 1. Unofficial Tender results

REPORT PREPARED BY:	<i>Richard Wheatly</i>	REVIEWED BY:	
APPROVED BY:			

UNOFFICIAL TENDER OPENING RESULTS

Town of Drayton Valley
Range Road 75 and 49 Avenue Improvements
April 18, 2019 at 2:00 pm (In Drayton Valley)

Contractor	Addendums	Bid Bonds	Surety	Tender Amount
Newforce Energy Services	✓	✓	✓	\$ 2,248,758.75
Parkway	✓	✓	✓	\$ 2,238,471.58
E Construction	✓	✓	✓	\$ 2,977,322.00
Abalone	✓	✓	✓	\$ 3,337,238.62
Border Paving	✓	✓	✓	\$ 2,365,026.99
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$
				\$

incomplete bid.

Opened by:

Confirmed by:

Jarrad Elliott, Sonya Wrigglesworth, Lisa Legeas

BID DOCUMENT PICK UP
Town of Drayton Valley
Range Road 75 Improvements and 49 Ave Reconstruction
 (Open)

Engineer: Jarrad Elliott Closing Date: April 18, 2019 @ 2pm
 Project No.: SEC: 118-18031-4.1 Cost: \$100.00
ToDV: 08-2019/12/E

CONTRACTOR

Alberta Road Builders & Heavy Construction Association Amber Martin Ph: _____ Email: <u>amber@arhca.ab.ca</u>	Hard Copy Sent Via Courier Y/N Picked Up PDF Copy Sent Via E-Mail Y/N	For Invitation and Addendums
<u>Parkway Ent. Ltd.</u> <u>Wendy Marin</u> Ph: _____ Email: <u>admin@parkway</u> <u>enterprises.ca</u>	Hard Copy Sent Via Courier <u>Y/N</u> Picked Up PDF Copy Sent Via E-Mail <u>Y/N</u>	
<u>Border Paving Ltd</u> <u>Dale Stewart</u> Ph: <u>780-967-3330</u> Email: <u>dales@borderpaving.com</u>	Hard Copy Sent Via Courier Y/N Picked Up PDF Copy Sent Via E-Mail Y/N	
<u>In-Line Contracting Partnership</u> <u>Crystal van Drunen</u> Ph: <u>780-448-9638</u> Email: <u>estimating@inline</u> <u>contracting.ca</u>	Hard Copy Sent Via Courier Y/N Picked Up ✓ PDF Copy Sent Via E-Mail Y/N	
<u>Wayne Greenwood</u> <u>E-CONSTRUCTION LTD</u> Ph: <u>780-918-2880</u> Email: <u>Wayne.Greenwood@ECLTD.ca</u>	Hard Copy Sent Via Courier Y/N Picked Up PDF Copy Sent Via E-Mail Y/N	
<u>CALLEN COMEAU</u> <u>CARMACKS</u> Ph: <u>780 718-0585</u> Email: <u>callen.comEAU@</u> <u>carmacksent.com</u>	Hard Copy Sent Via Courier Y/N Picked Up ✓ PDF Copy Sent Via E-Mail Y/N	

Park - Aid Asphalt & Maintenance Ph: 780-469-7533 Email: Jones@Park-aid.com	Hard Copy Sent Via Courier Y/N Picked Up ✓ PDF Copy Sent Via E-Mail Y/N	
Newforce Energy Services P.O. Box 75760 AU T7A1S7 Ph: 514-7882 Email: info@newforceenergy.ca	Hard Copy Sent Via Courier Y/N Picked Up PDF Copy Sent Via E-Mail Y/N	
ABALONE CONSTRUCTION 15531 - 131 AVE NW, EDMONTON, AB T5V 0A4 Ph: 902 789 1615 Email: Mbygin@abalone.ca	Hard Copy Sent Via Courier Y/N Picked Up PDF Copy Sent Via E-Mail Y/N	
TJ PAVING 140-8324 CHILES INDUSTRIAL DR Red Deer T4P 1Y4 Ph: 403-373-7111 Email: tjpaving@hotmail.com	Hard Copy Sent Via Courier Y/N Picked Up PDF Copy Sent Via E-Mail Y/N	
TBL Construction #7 7870 48 AVE Red Deer AB T4P 2B2 Ph: 403 309 1942 Email: tbl1td@telus.net	Hard Copy Sent Via Courier Y/N Picked Up PDF Copy Sent Via E-Mail Y/N	
Ph: Email:	Hard Copy Sent Via Courier Y/N Picked Up PDF Copy Sent Via E-Mail Y/N	
Ph: Email:	Hard Copy Sent Via Courier Y/N Picked Up PDF Copy Sent Via E-Mail Y/N	
Ph: Email:	Hard Copy Sent Via Courier Y/N Picked Up PDF Copy Sent Via E-Mail Y/N	

Information Items

9.0 Information Items Pages 109-126

9.1. Economic Development Committee Meeting Notes – January 8, 2019, and February 12, 2019	110-115
9.2. Sustainability Committee Meeting Notes – March 14, 2019	116-118
9.3. Aquatic Facility Committee Meeting Minutes – April 18, 2019	119-121
9.4. Budget Meeting Notes – April 29, 2019	122-124
9.5. Drayton Valley / Brazeau County Fire Services Stats – April 2019	125-126

MOTION:

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



Economic Development Committee Meeting
Tuesday, January 8, 2019, 9:00 a.m.-3:00 p.m.
Clean Energy Technology Centre Meeting Room

Meeting Notes

Present: Mayor Michael Doerksen, Councillor Nancy Dodds, Councillor Amila Gammana, Councillor Fayrell Wheeler, Councillor Tom McGee, Councillor Corey Peebles, Councillor Bill Ballas, Winston Rossouw, Manny Deol, Sabine Landmark, Members of the Public

Absent:

1.0 Call to Order

Mayor Doerksen called the meeting to order at 09:05 a.m.

2.0 Additions or Deletions to Agenda

Following item was added to the Agenda:

5.2. Delegation – Bernie White (Druxa) (10:15 a.m.)

3.0 Adoption of Agenda

Councillor Dodds moved to approve the agenda as amended.

Carried

4.0 Review of Notes

4.1 July 26, 2018, Committee Meeting Notes

4.2 September 5, 2018, Committee Strategic Retreat Notes

4.3 October 9, 2018, Committee Meeting Notes

4.4 November 8, 2018, Discussion re: Restructuring of the Economic Development Committee

4.5 December 6, 2018, Committee Meeting Notes

Councillor Wheeler moved to approve the July 26, 2018, Committee Meeting Notes, September 5, 2018, Committee Strategic Retreat Notes, October 9, 2018, Committee Meeting Notes, and December 6, 2018, Committee Meeting Notes, as presented.

Carried

There were no notes to be reviewed for the November 8, 2018, Discussion re: Restructuring of the Economic Development Committee.

Economic Development Committee Meeting

January 8, 2019

5.0 Delegation**5.1 Robin Woodward (Integral Strategy Network) – Smart Cities Initiative and Regional Opportunities in the Hemp Sector**

Mr. Woodward presented Council with detailed information on the Smart Cities Initiative, especially the current project with nearby Counties. He asked Council to provide a Letter of Endorsement, expressing the Town of Drayton Valley's support of a collective application by Parkland, Brazeau, Yellowhead, and Lac Ste. Anne Counties to Canada's Smart Cities Challenge. He further informed Council about regional opportunities in the hemp sector.

Councillor Wheeler exited the meeting at 9:35 a.m.

Councillor Wheeler returned to the meeting at 9:40 a.m.

6.0 Discussion Items**6.1 TELUS Safe Cities (Councillor Wheeler)**

Councillor Wheeler advised that a follow-up call is scheduled for January 17, 2019.

6.2 Zero Fee College (Councillor Dodds, Councillor Gammana)

Mayor Doerksen said that a meeting with NorQuest is scheduled for January 11, 2019.

6.3 Hemp (Councillor Peebles, Mr. Deol)**6.3.1 Hemp Co-op**

Mr. Rossouw mentioned the meeting in mid-December and his upcoming conversation with Mr. Deol on this matter.

6.3.2 CARES Grant

Mr. Rossouw advised that an application will be finalized to submit by the next deadline.

6.4 Outdoor Waterpark (Councillor Dodds, Councillor Peebles)

Councillor Dodds and Mr. Rossouw informed Council that a model will be received before the next scheduled meeting on January 21, 2019. Council discussed moving the project to 2020 and to only consider public engagement during this year.

Councillor Wheeler exited the meeting at 10:07 a.m.

Councillor Gammana exited the meeting at 10:13 a.m.

Mayor Doerksen called a break at 10:14 a.m.

The meeting reconvened at 10:23 a.m.

Mr. Deol entered the meeting at 10:23 a.m.

Councillor Gammana and Councillor Wheeler returned to the meeting at 10:23 a.m.

Item 5.2. was discussed out of order due to time arrangements.

Economic Development Committee Meeting

January 8, 2019

5.2. Delegation – Bernie White (CBD) (10:15 a.m.)

Mr. Deol introduced Mr. Travis Thiessen and Mr. Bernie White from Victoria, BC. Mr. White informed Council about the company's background, the business plan for Drayton Valley, licensing process and legislation.

A break was called at 11:49 a.m.

Mayor Doerksen reconvened the meeting at 1:04 p.m.

6.5 Net Zero Pool

Councillor Wheeler explained that the Net Zero Study is completed and that the Terms of Reference for the Aquatic Facility Committee require County Council's adoption.

Councillor McGee returned to the meeting at 1:08 p.m.

6.6 Oil & Gas Industry (Councillor McGee)

Council discussed the option of meetings with company headquarters in Calgary.

Mayor Doerksen called a break at 1:24 p.m.

The meeting reconvened at 1:29 p.m.

Councillor Peebles and Mr. Rossouw exited the meeting at 1:29 p.m.

6.7 Community Energy Program: Strategy Discussion with guest/legal advisor Grant Sprague (1:30 p.m.)

Mr. Sprague informed Council about the Community Energy Program that is being developed by the provincial government and that grant funding is available. Mr. Sprague and Mr. Deol suggested developing Terms of Reference and proceeding with a feasibility study.

Councillor Peebles entered the meeting at 1:31 p.m.

Mr. Rossouw entered the meeting at 1:37 p.m.

Mayor Doerksen exited the meeting at 1:50 p.m.

Mayor Doerksen returned to the meeting at 2:01 p.m.

Mr. Deol and Mr. Sprague exited the meeting at 2:15 p.m.

7.0 Other Business**7.1 Bill C-69 (Mayor Doerksen, Councillor McGee)**

There were no comments made under this item.

8.0 Information Items

There were no information items.

9.0 Items for Next Meeting**10.0 Next Meeting Date**

- February 12, 2019, 9:00 a.m., Clean Energy Technology Centre

11.0 Adjournment

Mayor Doerksen adjourned the meeting at 2:15 p.m.



Economic Development Committee Meeting
Tuesday, February 12, 2019, 9:00 a.m.-3:00 p.m.
Clean Energy Technology Centre Meeting Room

Meeting Notes

Present: Mayor Michael Doerksen, Councillor Nancy Dodds, Councillor Amila Gammana, Councillor Fayrell Wheeler, Councillor Tom McGee, Councillor Corey Peebles, Winston Rossouw, Sabine Landmark, Members of the Public

Absent: Councillor Bill Ballas, Manny Deol

1.0 Call to Order

Mayor Doerksen called the meeting to order at 09:11 a.m.

2.0 Additions or Deletions to Agenda

Following item was added to the Agenda:

2.1. CLOSED SESSION: CETC Discussion with MLA – FOIP section 23(1)(b)

2.1 CLOSED SESSION: CETC Discussion with MLA – FOIP section 23(1)(b)

Resolution ED001/19

Councillor Wheeler moved that the Economic Development Committee move to a Closed Session at 9:16 a.m. for section 2.1. of the February 12, 2019, Economic Development Committee Meeting Agenda, pursuant to section 23(1)(b) of the *Freedom of Information and Protection of Privacy Act*.

Carried

Mr. Winston Rossouw was present for items 2.1. to provide Council advice.

Mrs. Sabine Landmark was present for items 2.1. to record any outcomes.

Resolution ED002/19

Councillor McGee moved that Council come out of Closed Session at 9:35 a.m.

Carried

3.0 Adoption of Agenda

No comment was made under this section.

4.0 Review of Notes

4.1 January 8, 2019, Committee Meeting Notes

No comment was made under this section.

Economic Development Committee Meeting

February 12, 2019

6.0 Discussion Items**6.1 Rework and Rethink of Economic Development Vision 2019-2025**

Councillor Dodds provided an update on the Zero Fee initiative, advising of the Open House this evening, February 12, 2019, at the CETC. Mayor Doerksen provided additional comments on the funding model for the pilot program and Alberta Advance Education funding in general.

Mr. Rossouw exited at 10:02 a.m.

Councillor Dodds exited the meeting at 10:04 a.m.

Mr. Rossouw returned to the meeting at 10:05 a.m.

Mr. Raynard entered the meeting at 10:05 a.m.

Councillor Dodds returned to the meeting at 10:06 a.m.

Section 5.0 was discussed out of order due to time arrangements.

5.0 Delegation**5.1. Mitchell Raynard (Earth Tone Industries) (10:00 a.m.)**

Mr. Raynard presented Council with information on his business idea of using biodegradable plastic alternatives, i.e. hemp, for the production of recycling bins and that he is approaching various municipalities to secure purchase orders in order to qualify for start-up grants.

Mr. Raynard exited at 10:45 a.m.

Mayor Doerksen called a break at 10:45 a.m.

The meeting reconvened at 11:06 a.m.

Council directed Administration to prepare a response letter to Mr. Raynard.

6.0 Discussion Items continued**6.1. Rework and Rethink of Economic Development Vision 2019-2025**

Councillor Wheeler provided an update on the Telus Safe City project. Council further discussed the opportunities for this project as well as community engagement.

Councillor McGee provided an update on the Oil & Gas project. Mayor Doerksen and Councillor McGee expressed interest in attending the Global Petroleum Show in Calgary in June 2019.

Mayor Doerksen advised that a conceptual design for the Waterpark project has been developed and provided a report of the recent meeting with the Lions Club together with Councillor Peebles and Councillor Dodds. Council discussed the timing of this project, community engagement and involvement, and the potential of a ten year master recreation plan with phases and including a pool.

Councillor Dodds exited the meeting at 12:14 p.m.

Mayor Doerksen called a break at 12:28 p.m.

The meeting reconvened at 1:00 p.m.

Councillor Dodds entered the meeting at 1:20 p.m.

Economic Development Committee Meeting

February 12, 2019

7.0 Other Business

There was no other business to discuss.

8.0 Information Items

There were no information items.

9.0 Items for Next Meeting

10.0 Next Meeting Date

- March 12, 2019, 9:00 a.m., Clean Energy Technology Centre

11.0 Adjournment

Mayor Doerksen adjourned the meeting at 1:22 p.m.

APPROVED



*Sustainability Committee Meeting
Thursday, March 14, 2019, 9:00 a.m.-11:00 a.m.
Town of Drayton Valley Conference Room #2*

Meeting Notes

Present: Councillor Nancy Dodds, Councillor Fayrell Wheeler, Winston Rossouw, Rick Wheatley, Annette Driessen, Candice Smith, Lola Strand, Leah Crowell, Sabine Landmark

1.0 Call to Order

Councillor Dodds called the meeting to order at 9:04 a.m.

2.0 Additions or Deletions to Agenda

Following item was added to the Agenda:
5.9 Spring/Fall Cleanup

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, February 4, 2019

Councillor Wheeler approved the Sustainability Committee Meeting Notes from February 4, 2019.
Carried

5.0 Discussion Items

5.1 Town of Drayton Valley Annual Triathlon Request for Promotional Items

Ms. Driessen advised that the Triathlon is asking for the donation of water bottles for the adult registrants. The Committee approved to provide up to 100 water bottles for adult registrants for this year's event.

5.2 Town Organization Sustainability Meeting Recap

Councillor Dodds asked for an update on the bikes and bike racks as well as the paper usage challenge. Mrs. Landmark advised that no communication has been published yet. Mr. Wheatley added further comments in regards to repairing older bikes versus buying new ones. Mrs. Landmark advised that the information on the paper usage challenge was sent to all facilities.

Sustainability Committee Meeting

March 14, 2019

5.3 RYSE Project – Variables on Questionnaire

Ms. Crowell and Mrs. Strand asked the Committee for feedback in regards to the variables in the questionnaire that might assist with sustainability planning pertaining to youth.

The Committee further discussed options to keep youth connected, social media and internet usage, and challenges for learning life skills.

Mr. Wheatley exited the meeting at 10:13 a.m.

Mr. Wheatley returned to the meeting at 10:15 a.m.

Ms. Crowell and Mrs. Strand exited at 10:29 a.m.

Councillor Dodds called a break at 10:29 a.m.

The meeting reconvened at 10:38 a.m.

5.4 Volunteer Fitness Pass

Mr. Rossouw and Ms. Driessen advised of their concerns and of the Recreation Assistance Program that is currently being developed. Councillor Wheeler asked to consider if volunteerism can be implemented in the Recreation Assistance Program.

Ms. Driessen, Ms. Smith, and Mr. Rossouw exited the meeting at 10:48 a.m.

5.5 Yellow Fish Road™

The Committee asked to reach out to the Girl Guides and Boys Scouts.

Mr. Rossouw returned to the meeting at 10:52 a.m.

5.6 Waste Monitoring

Councillor Wheeler mentioned that there was a comment on Facebook in regards to waste reduction and monitoring. Mr. Wheatley advised of current statistics and that the recent pickup change will have an impact on the numbers.

Mr. Rossouw exited the meeting at 10:58 a.m.

Mr. Rossouw returned to the meeting at 11:05 a.m.

The Committee asked Administration to prepare for an Open House, tentatively booked for May 21, to discuss residents' concerns and provide education on waste management.

5.7 Water Disconnect

Councillor Dodds suggested creating a plan on the process for education and promotion on water disconnects. A brainstorming meeting will be held on March 21, 2019.

5.8 Draft North Saskatchewan Headwaters Alliance 2019-2024 Strategic Plan

This item was received as information.

Sustainability Committee Meeting

March 14, 2019

5.9 Spring Clean-Up

The Committee will recommend Council to offer a full Spring Cleanup from June 3 to June 7, 2019, in combination with the Curb-It program prior to the event.

Standing Items

5.10 Sustainability Vision 2019-2021 – Action Plan

No comments were made under this item.

6.0 Other Business

No comments were made under this item.

7.0 Information Items

There were no information items.

8.0 Items for Next Meeting

- Yellow Fish Road™
- Waste Management Open House Planning for May 21
- Waste Monitoring – Recycling Stats (update via email)
- Water Disconnect Education Plan (brainstorming session on March 21)

9.0 Next Meeting Date

- April 25, 2019, 9:00 a.m.-1:00 p.m., Town of Drayton Valley Conference Room #2

10.0 Adjournment

The meeting was adjourned at 11:48 a.m.



Aquatic Facility Committee Meeting

held on Thursday, April 18, 2019
at 9:00am at the Town Civic Centre
Boardroom Two



MINUTES

Present: 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
Ken Jaeger, IPD Consultant, KTJ Consulting

Apologies: Brad Belke, Committee Chair, Community Member

1.0 Call to Order

The meeting was called to order at 9:05am by Vice Chair Wheeler.

2.0 Agenda

2.1 Additions and Deletions

The following addition was made to the agenda.

5.3 Administration Notice

2.2 Approval

MOTION BY Councillor Wheale to approve the agenda as amended.

CARRIED

3.0 Minutes of the March 8, 2019 Meeting

3.1 Approval

MOTION BY Councillor Gressler to approve the March 8, 2019 Aquatic Facility Committee Meeting minutes as presented.

CARRIED

4.0 Old Business

4.1 Communication Release

There has been no further action on the Communication Release.

4.2 IPD Process - Update

Annette Driessen introduced Ken Jaeger of KTJ Consulting. Mr. Jaeger is an IPD (Integrated Project Delivery) Consultant. Mr. Jaeger outlined his past experience with the IPD Process and led the Committee through a discussion of the proposed process to recruit and select an IPD team. The following points were highlighted:

- the process will be initiated with the recruitment of an Architectural firm, followed by the General Contractor. The recruitment of the Trades and other

Consultants will be done with the involvement of the Architect and General Contractor.

- the IPD team should be in place by August or September.
- the estimated budget for the completion of the Validation Report could range between \$200,000 - \$350,000. It was discussed that both municipalities need to be of the realization that this funded equally and that there remains a risk that these funds will be expended even if the Validation Report results in the municipalities not proceeding with the project.
- The Validation Report will include a conceptual drawing that depicts the main features and elements of the facility, therefore providing a community fundraising committee a rendering to be used for its purpose.

MOTION BY Councillor Wheale to approve the awarding of the contract to KTJ Consulting for the recruitment and selection of an IPD Team.

CARRIED

Marc Gressler discussed the importance of having local representation from the Park Valley Pool as part of the IPD Senior Management Team.

4.3 Public Engagement

The Committee discussed the need to revitalize the community group that originally set the vision for a new aquatic facility. The Committee recommended that Council representation be included on the community group.

Administration will develop a Terms of Reference for the community group. The Committee will assist by identifying individuals that will be of benefit to the objectives of the group.

MOTION BY Marc Gressler that the Aquatic Committee move forward to establish a Fundraising Community Group that is governed by the Aquatic Facility Committee.

CARRIED

4.4 ICIP Program Advocacy

Vice Chair Wheeler reported on her efforts to contact Provincial and Federal representatives to advocate for the Committee's Expression of Interest for the Canada-AB Infrastructure Program.

At this time there was further discussion on the involvement of the two municipalities in the aquatic project. It was the opinion of the Committee that equal partnership is desired.

Vice Chair Wheeler will be requesting that this matter be brought forward at the May 6, 2019 Joint Council Meeting.

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 further discussion on these items.

5.2 Next Steps

There was no further discussion on this item.

5.3 Administration Notice

Annette Driessen provided notice of her upcoming leave of absence.

6.0 Adjournment and Next Meeting Date

The next meeting will take place on May 13, 2019 at 9:00am at the Town Civic Centre.

Vice Chair Wheeler adjourned the meeting.

TIME: 11:04am

APPROVED



2019 BUDGET
Monday, April 29, 9:00 a.m.
Town of Drayton Valley Council Chambers

Meeting Notes

THOSE PRESENT:

Mayor Doerksen
Deputy Mayor Ballas
Councillor Dodds
Councillor Gammana
Councillor Peebles
Councillor Wheeler
Winston Rossouw, Chief Administrative Officer
Rick Wheatley, Director of Engineering
Kevin McMillan, Director of Finance

Sabine Landmark, Administrative Assistant
Jennifer Stone, Executive Assistant and Communications
Bernice Taylor, ECDC Program Manager
Doug Whistance-Smith, Library Director
S/Sgt. Malcolm Callihoo
Debbi Weber, GIS and Corporate Initiatives Manager

ABSENT:
Councillor McGee

1.0 Call to Order

Mayor Doerksen called the meeting to order at 9:16 a.m.

2.0 Additions or Deletions to Agenda

There were no additions or deletions to the Agenda.

RESOLUTION G035/19

Councillor Wheeler moved to approve the agenda as presented.

CARRIED

Due to timely arrangements the agenda was discussed out of order.

4.0 Discussion Items

4.1. Operational Budget

- First Quarter Financials

Mr. McMillan presented an overview of the First Quarter Financials for 2019.

- Climate Changes

Mr. Rossouw advised of an available grant for a Climate Change coordinator. The Town would need to budget \$15,600 for this position, which is 10% of the total costs associated with the position. Council agreed to provide budget for this.

2019 Budget

April 29, 2019

Mr. McMillan further explained the interim budget with changes from the first quarter. Council reviewed the information and provided direction for the budget.

Mr. Wheatley exited the meeting at 10:02 a.m.
Councillor Dodds exited the meeting at 10:03 a.m.
Mr. Wheatley returned to the meeting at 10:04 a.m.
Councillor Dodds returned to the meeting at 10:05 .am.
Mayor Doerksen called a break at 10:20 a.m.
Mayor Doerksen reconvened the meeting at 10:30 a.m.

3.0 Delegations

3.1 S/Sgt. Callihoo: RCMP Staffing

S/Sgt. Callihoo requested Council consider funding for two additional staff members, one constable and one corporal.

Mrs. Weber entered the meeting at 10:52 a.m.
Mr. Whistance-Smith entered the meeting at 10:59 a.m.

Council agreed to continue the discussion on this request under 4.1. Operational Budget at 1:00 p.m.

S/Sgt. Callihoo exited the meeting at 11:16 a.m.

3.2 Doug Whistance-Smith: Municipal Library Budget

Mr. Whistance-Smith presented Council with the proposed budget for the Library Board, requesting additional funding of \$13,150, and advised that Brazeau County did not approve the increased funding.

RESOLUTION G036/19

Councillor Wheeler moved that Council approve the Library Board's request for an additional \$13,150 in support funding on top of the \$341,908 in local appropriation funding from the Town of Drayton Valley to sustain Library Operations in 2019.

RESOLUTION G037/19

Councillor Gammana made a tabling motion.

DEFEATED

RESOLUTION G036/19

MOTION DEFEATED

Mr. Whistance-Smith exited the meeting at 11:48 a.m.
Mayor Doerksen called a break at 11:48 a.m.
Mayor Doerksen reconvened the meeting at 12:47 p.m.

4.0 Discussion Items Continued

4.2 Capital Savings

Mr. Rossouw reviewed potential cost savings within the budget for capital projects.

4.3 Fee Schedule

Council reviewed the interim fee schedule and commented on the rate for renting the Omniplex parking lot.

S/Sgt. Callihoo entered the meeting at 12:46 p.m.

4.1. Operational Budget

- RCMP/CPO

Council discussed the request for additional staff members that was presented by S/Sgt. Callihoo earlier this morning and if funding should be for additional RCMP or CPO.

RESOLUTION G038/19

Councillor Ballas moved that Council approve two additional members, one being a constable and one being a corporal, effective May 1, 2019.

CARRIED

4.4 Mill Rate Review

Council discussed the mill rate and provided Administration direction.

4.5 EPBR Request to Budget Discussion

There was no comment made under this item.

Mayor Doerksen called a break at 1:44 p.m.

Mayor Doerksen reconvened the meeting at 1:53 p.m.

RESOLUTION G039/19

Councillor Gammana moved that the Budget 2019 Meeting move to a Closed Session at 1:53 p.m. for Section 5 of the April 29, 2019, Budget 2019 Meeting Agenda, pursuant to section 24(1)(a) and 24(1)(e) of the *Freedom of Information and Protection of Privacy Act*.

CARRIED

5.0 Closed

5.1 Communications – FOIP Section 24(1)(a)

5.2 Advice from Officials – FOIP Section 24(1)(a)

5.3 Advice from Staff – FOIP Section 24(1)(a)

5.4 Interest Charges – FOIP Section 24(1)(e)

Mr. Winston Rossouw was present for items 5.1-5.4 to provide Council advice.

Mr. Kevin McMillan was present for items 5.1-5.4 to provide Council advice.

Ms. Jennifer Stone was present for items 5.1-5.4 to provide Council advice.

Mrs. Sabine Landmark was present for items 5.1-5.4 to record any outcomes.

RESOLUTION G040/19

Councillor Ballas moved that Council come out of Closed Session at 2:50 p.m.

CARRIED

6.0 Adjournment

Mayor Doerksen adjourned the Meeting to order at 2:51 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

April 2019 Stats

Town of Drayton Valley/ Brazeau County

Fire Calls- 4

Rubbish and Grass Fires- 6

Motor Vehicle Collisions- 1

Rescue Calls- 0

Alarm Calls- 14

Assist another Agency- 8

Misc Calls- 0

Total- 33

Town of Drayton Valley

Fire Calls- 2

Rubbish and Grass Fires- 1

Motor Vehicle Collisions- 0

Rescue Calls- 0

Alarm Calls- 11

Assist another Agency- 6

Misc Calls- 0

Total- 20

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
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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- 5

Motor Vehicle Collisions- 1

Rescue Calls- 0

Alarm Calls- 3

Assist another Agency- 2

Misc Calls- 0

Total- 13