



Agenda

Call to Order

National Anthem

1.0 Additions to the Agenda

2.0 Adoption of Agenda

3.0 Corrections or Amendments:

3.1. July 17, 2019, Regular Meeting of Council Minutes 2-6

4.0 Adoption of:

4.1. July 17, 2019, Regular Meeting of Council Minutes

5.0 Decision Items Pages 7-43

5.1. Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2019/13/F Presented for First Reading	7-39
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5.2. Drayton Valley Library Board Request Permission to Fund-raise	40-41
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5.3. Eavor Loop	42-43
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6.0 Department Reports

6.1. Engineering and Development/Capital Project Update	Rick Wheatley
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6.2. Community Services and FCSS	Annette Driessen
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6.3. Emergency Services	Tom Thomson
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6.4. CAO/Administration	Winston Rossouw
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7.0 Council Reports

7.1. Councillor Gammana

7.2. Councillor McGee

7.3. Councillor Ballas

7.4. Councillor Dodds

7.5. Mayor Doerksen

8.0 Information Items Pages 44-74

8.1. Aquatic Facility Committee Meeting Minutes – June 24, 2019	45-47
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8.2. Drayton Valley Multicultural Association Meeting Notes – July 4, 2019	48-72
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8.3. Sustainability Committee Meeting Notes – June 20, 2019	73-74
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9.0 Adjournment



Meeting Minutes

THOSE PRESENT:

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

Kelsey Baker, Communications Assistant
Sabine Landmark, Administrative Assistant
Debbi Weber, GIS and Corporate Initiatives Manager
Lola Strand, FCSS Program Manager
Hari Dusi, Junior Networks & Systems Administrator
S/Sgt. Malcolm Callihoo
Cathy Weetman, Western Review
Members of the Public

ABSENT:

Councillor McGee

CALL TO ORDER

Mayor Doerksen called the meeting to order at 9:02 a.m.

1.0 Additions to the Agenda

Following item was added to the Agenda:

7.3. 50 Avenue Storm Water & Road Improvements (CP 392)

2.0 Adoption of Agenda

RESOLUTION #125/19

Councillor Gammana moved to adopt the Agenda for the July 17, 2019, Regular Meeting of Council, as amended.

CARRIED

3.0 Corrections or Amendments:

3.1. June 12, 2019, Regular Meeting of Council Minutes

There were no corrections or amendments to the June 12, 2019, Regular Meeting of Council Minutes.

3.2. June 12, 2019, Public Hearing Minutes Bylaw 2019/11/D

There were no corrections or amendments to the June 12, 2019, Public Hearing Minutes Bylaw 2019/11/D.

4.0 Adoption of:

4.1. June 12, 2019, Regular Meeting of Council Minutes

4.2. June 12, 2019, Public Hearing Minutes Bylaw 2019/11/D

RESOLUTION #126/19

Councillor Wheeler moved to adopt the Minutes of the June 12, 2019, Regular Meeting of Council, and June 12, 2019, Public Hearing Minutes Bylaw 2019/11/D, as presented.

CARRIED

5.0 Proclamations

5.1. National Drowning Prevention Week

Mayor Doerksen proclaimed the week of July 21-27, 2019, as National Drowning Prevention Week in the Town of Drayton Valley.

6.0 Delegations / Administrative Updates

6.1. FCSS Annual Report – Mrs. Lola Strand, FCSS Program Manager

Mrs. Strand presented Council with detailed information on the FCSS Annual Report for the year 2018.

6.2. Drayton Valley RCMP Stats – May and June 2019 – S/Sgt. Malcolm Callihoo

S/Sgt. Callihoo presented Council with the statistics for the month of May and June 2019. He further shared comments on the current homelessness situation and asked Council to consider advocating the government to assist with funding for housing and addiction and mental health facilities or any other kind of assistance. The RCMP is also currently addressing concerns regarding speeding.

Mayor Doerksen called a break at 9:46 a.m.

Mayor Doerksen reconvened the meeting at 9:55 a.m.

7.0 Decision Items

7.1. Community Grants, Third Quarter Allocation

RESOLUTION #127/19

Councillor Wheeler moved that Council award the Drayton Valley Community Foundation \$1000 from the Community Events Grant to help cover costs associated with hosting and promoting the DV100 – September 7, 2019.

CARRIED

RESOLUTION #128/19

Councillor Wheeler moved that Council award the DV Dance Society \$2000 from the Youth Arts, Heritage and Culture Grant to help cover costs associated with hosting the Valley Dance Competition – February 22 and 23, 2020.

CARRIED

RESOLUTION #129/19

Councillor Wheeler moved that Council award Eagle Point - Blue Rapids Parks Council \$2500 from the Community Events Grant to assist with the cost of food, supplies and entertainment for Parks Day 2019 – July 20, 2019.

CARRIED

RESOLUTION #130/19

Councillor Wheeler moved that Council award the Healthy Communities Coalition \$1275 from the Community Events Grant to help cover costs of the Curling Rink Lounge rental as well as food and refreshments for the 40 participants attending the Social Innovation Workshop – September 16, 2019.

CARRIED

7.2. Playgrounds and Sports Fields Capital Plan

RESOLUTION #131/19

Councillor Peebles moved that Town Council receive and acknowledge receipt of the Playground and Sports Fields Capital Plan as presented.

CARRIED

7.3. 50 Avenue Storm Water & Road Improvements (CP 392)

Councillor Peebles exited the meeting at 10:34 a.m.

Councillor Peebles returned to the meeting at 10:35 a.m.

Councillor Dodds exited the meeting at 10:36 a.m.

Councillor Dodds returned to the meeting at 10:37 a.m.

Mayor Doerksen called a break at 10:38 a.m.

Mayor Doerksen reconvened the meeting at 10:50 a.m.

RESOLUTION #132/19

Councillor Ballas moved that Council table 50 Avenue Storm Water & Road Improvements (CP 392).

CARRIED

8.0 Department Reports

8.1. Engineering and Development/Capital Project Update

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

8.2. Community Services and FCSS

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

8.3. Emergency Services

Fire Chief Thomson reviewed the Drayton Valley/Brazeau County Fire Services stats for June 2019. He advised of the recent Kids Camp in Breton, of volunteer firefighter Mr. Koberinski, who is going to compete in the national championship in firefighting combat, and the ongoing recruitment campaign.

8.4. CAO/Administration

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

9.0 Council Reports

9.1. Councillor Dodds

- June 13 – Aurora Elementary School Science Showcase
- Zero Fee Meetings
- June 17 – Homelessness and Poverty Reduction Committee Meeting
- June 18 – Meeting with the Minister of Advanced Education
- June 20 – Sustainability Committee Meeting
- June 20 – BCG Open House
- June 20 – Drayton Valley and District Chamber of Commerce AGM
- June 22 and 24 – Zero Fee Meeting
- June 26 – Lobbying Government Effectively Seminar and Summer Social in Edson
- June 27 – Drayton Valley Municipal Library Board Meeting

- June 28 – Sustainability Meeting
- July 1 – Canada Day
- July 8 and 11 – Zero Fee Meetings
- July 8 – Homelessness and Poverty Reduction Committee Meeting
- July 9 – Economic Development Committee Meeting

9.2. Councillor Gammana

- June 13 – TELUS Safe Communities Meeting
- June 17 – Drayton Valley Community Foundation
- June 18 – Meeting with the Minister of Advanced Education
- June 20 – BCG Open House
- June 20 – Drayton Valley and District Chamber of Commerce AGM
- June 21 – Meeting with Councillor Heidi Swan re: Breton Clinic and Healthcare
- June 21 – Alumni Hockey Committee Meeting
- June 24 – ICF/IDP Workshop
- Jun3 24 – Zero Fee Meeting
- June 26 – Lobbying Government Effectively Seminar and Summer Social in Edson
- June 28 – TELUS Safe Communities Meeting
- June 28 – Pembina Physician Recruitment and Retention Committee Meeting
- July 1 – Canada Day
- July 5 – Opening of Salam Mosque
- July 8 – TELUS Safe Communities Meeting
- July 9 – Economic Development Committee Meeting
- July 11 – Multicultural Association Cricket Game

9.3. Councillor Wheeler

- Other Councillors' reports covered Councillor Wheeler's report.

9.4. Councillor Ballas

- June 14 – Joint Exploratory Culture and Recreation Ad-Hoc Committee Meeting
- June 14 – Hemp Co-op Meeting
- Aquatic Facility Committee Meeting
- Hemp Alliance Northern Advantage Meeting
- June 20 – BCG Open House
- June 21 – Hemp Co-op Meeting
- June 24 – ICF/IDP Workshop
- June 24 – Aquatic Facility Committee Meeting
- June 26 – Lobbying Government Effectively Seminar and Summer Social in Edson
- July 3 – Governance & Priorities Committee Meeting
- July 5 – Meeting with Historical Society
- July 9 – Economic Development Committee Meeting
- July 10 – Governance & Priorities Committee Meeting

9.5. Deputy Mayor Peebles

- June 20 – Hemp Alliance Northern Advantage Meeting
- June 20 – BCG Open House
- June 21 – Hemp Co-op Meeting
- June 24 – ICF/IDP Workshop
- June 26 – Lobbying Government Effectively Seminar and Summer Social in Edson
- July 1 – Canada Day
- July 5 – Opening of Salam Mosque
- July 9 – Economic Development Committee Meeting
- July 12 – Drayton Valley Hospitality and Tourism Authority Meeting

9.6. Mayor Doerksen

- June 20 – BCG Open House
- June 20 – Drayton Valley and District Chamber of Commerce AGM
- June 25 – Meeting with Minister of Municipal Affairs, Minister of Agriculture and representative of Economic Development and Trade
- July 5 – Opening of Salam Mosque
- July 11 – Multicultural Association Cricket Game
- July 12 – Opening of West Central Airshed Society

10.0 Information Items

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- 10.1. Childcare Operational Board Meeting Minutes – February 27, 2019
-
- 10.2. Yellowhead Regional Library Board Meeting Minutes – March 4, 2019
-
- 10.3. Brazeau Foundation Meeting Minutes – April 9, 2019, and May 23, 2019
-
- 10.4. Aquatic Facility Committee Meeting Minutes – May 13, 2019
-
- 10.5. Economic Development Committee Meeting Notes – May 14, 2019, and June 11, 2019
-
- 10.6. Drayton Valley Library Board Meeting Minutes – May 16, 2019
-
- 10.7. Sustainability Committee Meeting Notes – May 27, 2019
-
- 10.8. STAR Catholic School Board Meeting Highlights – June 2019
-
- 10.9. FCSS Annual Report
-
- 10.10. Drayton Valley Libraries Monthly Stats – May 2019
-
- 10.11. Drayton Valley / Brazeau County Fire Services Stats – June 2019
-
- 10.12. Drayton Valley RCMP Stats – May and June 2019
-

RESOLUTION #133/19

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

CARRIED

11.0 Adjournment

Mayor Doerksen adjourned the meeting at 11:32 a.m.

MAYOR

CHIEF ADMINISTRATIVE OFFICER

TOWN OF DRAYTON VALLEY REQUEST FOR DECISION



SUBJECT:	Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2019/13/F Presented for First Reading
MEETING:	August 14, 2019 Regular Meeting of Council
PRESENTED BY:	Erin Felker Manager, Corporate Initiatives

1. PROPOSAL AND BACKGROUND:

The 2010 Annexation Settlement agreement between the Town of Drayton Valley and Brazeau County included a clause that committed the Town to allow all existing customers of Evergreen Gas Co-op Ltd. (Evergreen) to continue to receive the service. The commitment is for fifty years or until Evergreen ceases to exist, whichever comes first. The Town intends to enter into dual franchise agreements, with Evergreen for annexed residents and ATCO Gas and Pipelines Ltd. for residents within the previous Town boundary.

In May 2018, Council gave first reading to an Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw (2018/05/F). An application was sent to Alberta Utilities Commission (AUC) for approval; but, even though the Town and Evergreen previously agreed to the terms on a ten year franchise agreement, the AUC did not find the terms of the agreement to be in the public interest and the application was denied.

Since the denial, Administration has worked with Evergreen to adjust the agreement to remove the portion that was deemed not in the public interest and wish to submit a new application to the AUC with the revised agreement. The application process begins with Council giving first reading to a franchise agreement bylaw.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

Completing first reading has no direct budget impact; however, upon third and final reading, the Town will be committed to not implement any franchise fee for the former County residents for the term of the agreement (ten years). This commitment is consistent with current fee collections.

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	N/A	
Municipal Development Plan	N/A	
Sustainability Vision 2019-2021	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	Settlement Agreement

4. POTENTIAL MOTIONS:

- A. That Council give First Reading to Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2019/13/F, as presented.




- B. That Council give First Reading to Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2019/13/F, with amendments to: _____.
- C. That Council direct Administration to negotiate further with Evergreen Gas Co-op Ltd. prior to bringing the proposed bylaw to Council for consideration of First Reading.
- D. That Council decline to give First Reading to Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2019/13/F

5. RECOMMENDATION

That Council give First Reading to Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2019/13/F; as presented.

6. ATTACHMENTS:

- 1. Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw 2019/13/F

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			



BYLAW NO. 2019/13/F

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

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

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

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

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

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

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

TITLE

1. This Bylaw may be cited as the "Evergreen Gas Co-op Ltd. Natural Gas Distribution System Franchise Agreement Bylaw" of the Town of Drayton Valley.

PURPOSE

2. The Natural Gas Distribution System Franchise Agreement, a copy of which is attached hereto as Schedule "A" and forms part of this Bylaw, is hereby ratified, confirmed and approved, and the Mayor and the Chief Administrative Officer, or their respective designates, are hereby authorized to enter into the Natural Gas Distribution System Franchise Agreement for and on behalf of the Town of Drayton Valley, and the Chief Administrative Officer is hereby authorised to affix thereto the corporate seal of the Town of Drayton Valley.

- 3. Council consents to the exercise by the Company within the Town of Drayton Valley of any powers given to the Company by the *Water, Gas and Electric Companies Act*, RSA 2000, Chapter W-4, as amended.

INTERPRETATION

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

SEVERABILITY

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

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

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

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

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

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

MAYOR

CHIEF ADMINISTRATIVE OFFICER

SCHEDULE "A"

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

DRAFT

NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

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

DRAFT

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NATURAL GAS DISTRIBUTION SYSTEM FRANCHISE AGREEMENT

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

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

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

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

WHEREAS the Municipality desires to grant and the Co-op desires to obtain an exclusive franchise to provide Natural Gas Distribution Services within the Municipal Area on the terms and conditions herein contained;

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

1. DEFINITIONS

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

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

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

- (r) **"Natural Gas Distribution Service"** means the delivery of Natural Gas in accordance with the Act;
- (s) **"Natural Gas Distribution System"** means any facilities located within the Municipal Area and owned by the Co-op to provide Natural Gas Distribution Service within the Municipal Area, and without limiting the generality of the foregoing, will include all mains, pipes, conduits, valves and all other installations used and required for the purpose of delivering Natural Gas to the Consumer within the Municipal Area and includes any Natural Gas transmission lines owned by the Co-op within the Municipal Area;
- (t) **"Operate"** means to operate, interrupt or restore any part of the Natural Gas Distribution System in a safe and reliable manner;
- (u) **"Term"** means the term of this Agreement set out in paragraph 2; and
- (v) **"Work"** means any work to Construct or Maintain the Natural Gas Distribution System.

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

2. **TERM**

- (a) This Agreement will be for a term of 10 years, commencing on the first (1st) day of _____, 2019, or the first day after both the Commission has approved this agreement and Council of the Municipality has passed third reading of the adopting bylaw _____, whichever day comes later.
- (b) It is agreed that this Agreement supersedes and replaces any prior Natural Gas franchise agreements between the Municipality and the Co-op.
- (c) Unless otherwise agreed in writing between the parties, during the first year following the expiration of the Term, all the rights and obligations of the parties under this Agreement will continue to be in effect.

3. EXPIRY OF TERM

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

4. GRANT OF FRANCHISE

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

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

- (b) The Co-op agrees to:
- (i) bear the full responsibility of an owner of a natural gas distribution system and to ensure all services provided pursuant to this Agreement are in accordance with the Act, insofar as applicable;
 - (ii) Construct, Operate and Maintain the Natural Gas Distribution System;
 - (iii) use designated portions of roads, rights-of-way, and other lands including other lands owned, controlled or managed by the Municipality necessary to Construct, Operate and Maintain the Natural Gas Distribution System,

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

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

5. FRANCHISE FEE

The Co-op and the Municipality agree that no franchise fee shall be payable during the initial Term of 10 years.

6. CORE SERVICES

The Co-op agrees to provide those Core Services to the Municipality as set forth in Schedule "A" and further agrees to the process contained in Schedule "A".

7. PROVISION OF EXTRA SERVICES

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

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

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 Co-op, 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 to remedy the breach, the party not in breach may give six (6) months notice in writing of the termination of this Agreement to the other party, and unless such breach is remedied to the satisfaction of the party not in breach acting reasonably this Agreement will terminate subject to prior Commission approval.

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

11. PROVISION OF DETAILED PLANS AND EQUIPMENT

(a) Detailed Plans

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

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

(b) Provision of Equipment

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

12. RIGHT OF FIRST REFUSAL TO PURCHASE

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

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

13. **CONSTRUCTION/MAINTENANCE OF GAS DISTRIBUTION SYSTEM**

(a) **Municipal Approval**

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

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

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

(b) **Restoration of Municipal Property**

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

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

The Co-op further covenants that it will not unduly interfere with the works of others or the works of the Municipality. Where reasonable and in the best interests of both the Municipality and the Consumer, the Co-op will cooperate with the Municipality and coordinate the installation of the Natural Gas Distribution System along the designated

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

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

(c) Urgent Repairs and Notification to Municipality

If any repairs or maintenance required to be made to the Natural Gas Distribution System are of an urgent nature where the operation or reliability of the Natural Gas Distribution System is materially compromised or potentially materially compromised, the Co-op will be entitled to conduct such repairs or maintenance as are commercially reasonable without prior notice to the Municipality, on the understanding and agreement that the Co-op will provide written or verbal notice to the Municipality as soon as practicable and in any event no later than 72 hours after the repairs are commenced.

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

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

(e) Revised Plans and Specifications

Following completion of the Work, the Co-op will provide the Municipality with the revised plans and specifications, updated after construction, in electronic format (or upon request, the Co-op will provide the Municipality with a hard copy of the materials) within three (3) months of the request. The Co-op will provide the Municipality with copies of any other revised plans and specifications as reasonably requested by the Municipality. For the purposes of this paragraph, the Co-op may satisfy its obligations to provide revised plans and specifications in electronic format by:

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

14. RESPONSIBILITIES FOR COST OF RELOCATION

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

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

- (a) the Co-op has illustrated to the satisfaction of the Municipality, acting reasonably, that an appropriate Alternative Course of Action is available;
- (b) the Municipality has provided the Co-op with its written approval of the Alternative Course of Action (which approval may not be unreasonably withheld by the Municipality); and
- (c) the Co-op has provided its written undertaking to carry out the Alternative Course of Action promptly and within a sufficiently short period of time so as to ensure that the Municipality will be left with sufficient time to complete the said planned Municipal

construction within the Intended Time Frame (taking into account any delays which the Municipality may encounter as a result of the Co-op utilizing the Alternative Course of Action).

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

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

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

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

- Where:
- (A) The Municipality requires the Co-op to move a Natural Gas line so that the Municipality can replace its own sewer lines. The cost of moving the Natural Gas line is \$10,000. The cost of carrying out the replacement of the sewer line after moving the Natural Gas line is \$40,000;
 - (B) The Co-op proposes to simply brace the Natural Gas line (at a cost of \$2,000) and the Municipality, acting reasonably, approves of this as an Alternative Course of Action;

- (C) As a result of having to prepare Modified Plans and to prepare and implement Work Around Procedures to work around the braces, the actual cost incurred by the Municipality in replacing the sewer line is \$45,000 (being a net increase in cost of \$5,000);

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

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

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

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

In the event the relocation or any part thereof requires the approval of a third party, the Municipality will use reasonable efforts to assist the Co-op in any negotiation with such third party to obtain the necessary approval(s).

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

15. NATURAL GAS DISTRIBUTION SYSTEM EXPANSION

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

16. JOINT USE OF GAS DISTRIBUTION SYSTEM

(a) Municipal Use

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

(b) Third Party Use and Notice

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

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

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

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

(c) Cooperation

The Co-op and Municipality agree they will use reasonable efforts to cooperate with each other in encouraging the use of joint trenching and in any negotiations with third parties desiring joint use of any part of the Natural Gas Distribution System located on Municipal Property.

(d) Payment

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

The compensation paid or to be paid by such third party to the Co-op for the joint use any portion of the Natural Gas Distribution System or municipal rights-of-way will be determined between the Co-op and the third party, subject to the jurisdiction of any governmental authority over the matter and the Municipality's right to intervene in any related regulatory proceeding.

(e) Provision of Agreements

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

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

17. **RECIPROCAL INDEMNIFICATION AND LIABILITY**

(a) Co-op Indemnity

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

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

(b) Municipality Indemnity

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

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

(c) Limitation

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

18. ASSIGNMENT

In the event the Co-op agrees to sell the Natural Gas Distribution System to a third party purchaser, the Co-op will comply with paragraph 12 above. In addition, the Co-op will request that the third party purchaser confirm in writing that it will agree to all the terms and conditions of this Agreement between the Co-op and the Municipality. The Co-op agrees it will provide to the Municipality a copy of the third party purchaser's confirmation letter.

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

The Municipality has thirty (30) days from the meeting date with the Co-op to provide written notice to the Co-op of its intention to consent or withhold its consent to the assignment of the Agreement to the third party purchaser. The Co-op agrees the Municipality may provide notice of its intention to withhold its consent to the assignment of this Agreement to the third party purchaser if the Municipal Compensation is inadequate or if the third party purchaser fails to covenant, in favor of the Municipality, to perform and observe all of the covenants and obligations of the Co-op to be performed and observed under this Agreement and otherwise solely on the basis of reasonable and material concerns regarding the technical capability or financial wherewithal of the third party purchaser to perform and satisfy all terms and conditions of the Agreement. In this case, such notice to the Co-op must specify in detail the Municipality's concern. Should the Municipality not reply within the thirty (30) days, it is agreed that the Municipality will be deemed to have consented to the assignment. The Co-op further agrees that, when it applies to the Commission for approval of the sale, it will include in the application any notice received from the Municipality, including the reasons given by the Municipality for withholding its consent. The Municipality will have the right to make its own submissions to the Commission.

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

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

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

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

19. NOTICES

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

- (i) Evergreen Gas Co-op Ltd.
Attention: Manager
Box 8800
Drayton Valley, Alberta T7A 1P9
Phone (780) 542-4808 Fax: (780) 542-7118
- (ii) Town of Drayton Valley
Attention: Chief Administrative Officer
PO Box 6837
Drayton Valley, AB T7A 1A1
Phone (780) 514-2200 Fax: (780) 542-5753

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

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

20. INTERRUPTIONS OR DISCONTINUANCE OF DELIVERY SERVICE

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

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

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

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

21. DISPUTE SETTLEMENT

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

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

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

22. APPLICATION OF WATER, GAS AND ELECTRIC COMPANIES ACT

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

23. FORCE MAJEURE

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

24. CONSUMER CONTRACTS

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

25. NOT EXCLUSIVE AGAINST HER MAJESTY

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

26. SEVERABILITY

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

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

TOWN OF DRAYTON VALLEY

PER: _____

PER: _____

EVERGREEN GAS CO-OP LTD.

PER: _____

PER: _____

DRAFT

I

SCHEDULE "A"
Core Services

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

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

II

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

I**SCHEDULE "B"**
Extra Services

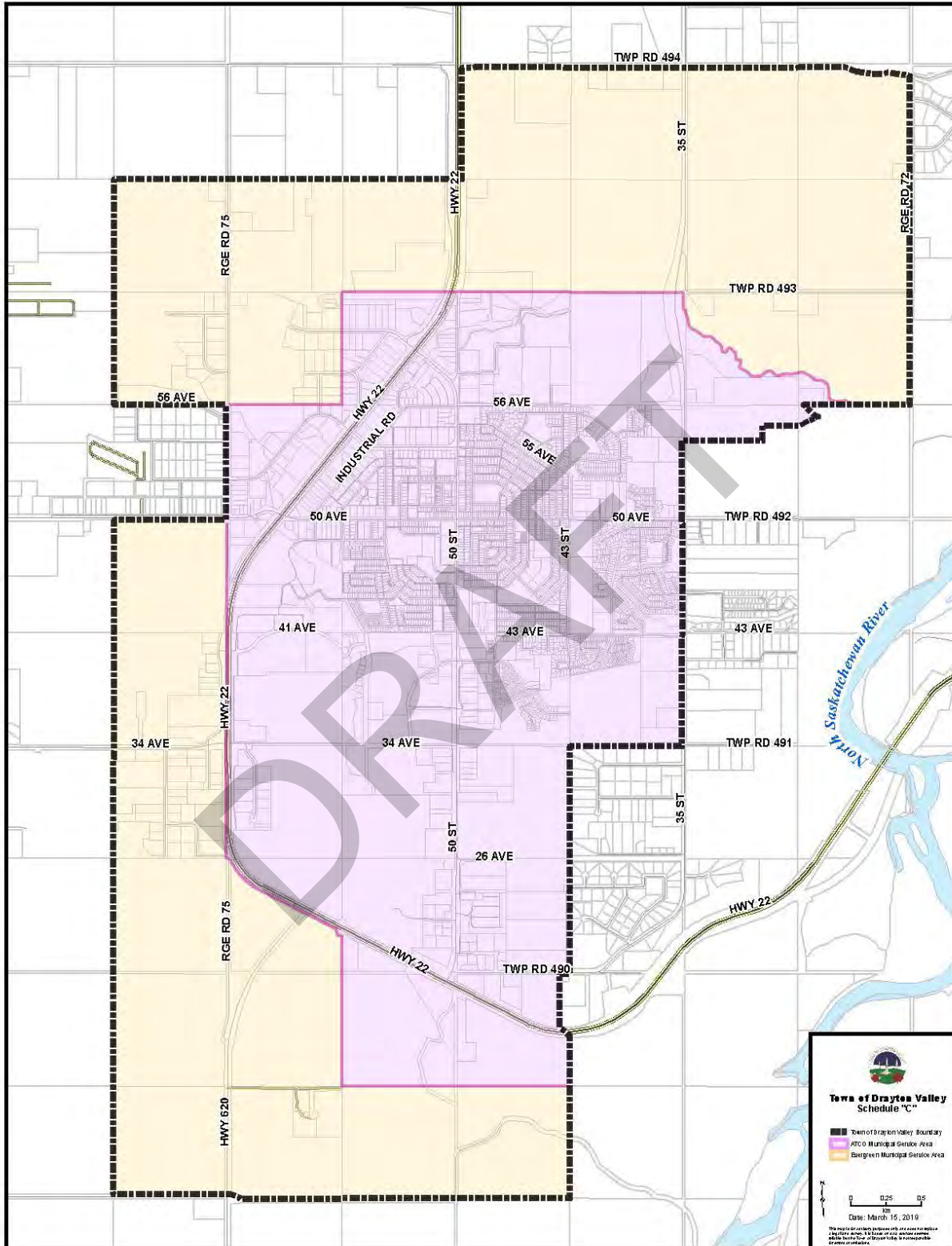
1. After the Municipality requests Extra Services, the Co-op will provide its applicable operations and maintenance standards for Natural Gas Distribution System field services.
2. If the Co-op and the Municipality agree that the Co-op will provide Extra Services requested by the Municipality, the parties shall complete the information required in subparagraph 3), and subparagraph 4) shall apply in respect of such Extra Services.

3. Extra Services shall mean:

[To be negotiated by municipality.]

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

SCHEDULE "C"



SCHEDULE "D"

CUSTOMER CONTRACT

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

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

OF THE FIRST PART

NAME

- and -

POSTAL ADDRESS

WORK NO.

SERVICE LOCATION

PHONE NO.

LEGAL DESCRIPTION OF CONSUMER'S LAND

(hereinafter called the "Consumer")

OF THE SECOND PART

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(CORPORATE SEAL)

(2 Members of Board Signs) { PER: _____
PER: _____

SIGNED, SEALED AND DELIVERED in the presence of: _____ (CONSUMER)

Witness _____ (CONSUMER)

TOWN OF DRAYTON VALLEY REQUEST FOR DECISION

DRAYTON VALLEY



SUBJECT:	Drayton Valley Library Board Request Permission to Fund-raise
MEETING:	August 14, 2019
PRESENTED BY:	Douglas Whistance-Smith, Library Director

1. PROPOSAL AND BACKGROUND:

The Drayton Valley Municipal Library Board (Library Board) is seeking to supplement their capital purchasing reserve by holding a fundraising event.

According to Town Bylaw 99-15 article 8.k) "Neither the Board nor any members thereof shall perform activities relating to fund raising or advertising on behalf of the Town, unless such activities have been previously sanctioned by Council resolution."

The "Old Red Tub" that has been a fixture and attraction at the Library for decades has outgrown its usefulness. The Board plans to list this property as a feature prize along with other items or cash prizes to be raffled off before the end of 2019.

The Library Board, therefore, requests permission from Council to proceed with an AGLC licensed fundraising event and requires correspondence from Council acknowledging the resolution granting such permission.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

The cost to the Library Board to purchase an AGLC license will be negligible (under \$50 for raffles with expected proceeds <\$20,000 cost). The potential revenue generated from this event is expected to raise between \$5,000 to \$20,000 that will be ear-marked for capital improvement projects that fall outside of the Library's operational budget.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	Yes	<p>Alberta Gaming Liquor and Cannabis Act: Any time you pay a price for a chance to win a prize, a raffle license is needed.</p> <p>Alberta-based non-profit, charitable or religious groups can apply if:</p> <ul style="list-style-type: none"> - their structure and programs follow AGLC policies (see the Charitable Gaming Policies Handbook – Section 2.1 – Basic Eligibility) - the money earned supports the group's programs. <p>An organization does not need to be registered as a charity with CRA to be considered a charitable organization with AGLC.</p>
Municipal Bylaws	Yes	Drayton Valley Municipal Library Board Bylaw Town Bylaw 99-15 Section 8 k.

		"Neither the Board nor any members thereof shall perform activities relating to fund raising or advertising on behalf of the Town, unless such activities have been previously sanctioned by Council resolution."
Municipal Development Plan	No	
Sustainability Vision 2019-2021	No	
Town of Drayton Valley Strategic Plan 2019-2021	No	
Other Plans or Policies	No	

4. POTENTIAL MOTIONS:

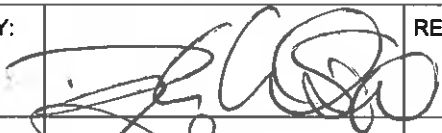

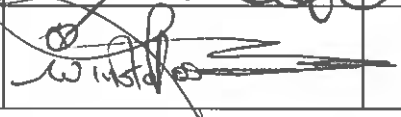
- A. That Council approve the Drayton Valley Municipal Library Board's request to host a fundraising raffle in support of capital or facility improvement projects.
- B. That Council decline the Drayton Valley Municipal Library Board's request to host a fundraising raffle in support of capital or facility improvement projects.

5. RECOMMENDATION

The Drayton Valley Municipal Library Board recommends that Council approve Library fundraising activities to enhance facilities and improve capital purchasing reserves.

6. ATTACHMENTS:

None

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			

TOWN OF DRAYTON VALLEY REQUEST FOR DECISION


 DRAYTON VALLEY

SUBJECT:	Eavor Loop
MEETING:	August 14, 2019 Regular Meeting of Council
PRESENTED BY:	Erin Felker Manager of Corporate Initiatives, Asset Management

1. PROPOSAL AND BACKGROUND:

Executive Summary

Eavor Technologies Inc. has been working with multi-levels of government and private network partners towards the building of the first commercial Eavor Loop project. This project uses geothermal technology to generate electricity and/or thermal energy. The geological conditions and the local knowledge and skillset of directional drilling in the Brazeau County / Drayton Valley area, creates an ideal situation for this project.

The estimated cost of the project is approximately \$50 million with significant reasons to believe that the project will be funded at least 50% by grants and the remainder by Eavor and a “turn-key” partner. There would be zero cost to either municipality, however, there would be a requirement for each municipality to sign a Power Purchase Agreement (PPA) which would provide the status of “equity partners” (percentage owners) of the Eavor Loop once it is constructed and operational. Details of PPA to be evaluated after successful acceptance of EOI and next steps.

The announcement of the first commercial project is taking place on August 21, 2019, and both Brazeau County and Town of Drayton Valley Councils are encouraged to be present at the Eckville site of the Eavor-lite pilot project at Eavor’s cost.

Strategic Relevance

Brazeau County and the Town of Drayton Valley have a low risk opportunity to support a new and innovative technology through a grant application and if the project proves successful, the municipalities will be in partnership to provide electricity and/or thermal power utility to area residents and businesses.

This effective and cost efficient collaboration between Brazeau County and the Town of Drayton Valley may lead to further jointly funded initiatives which would be grant accessible

If Council approves the recommendation to proceed with the grant application the Town of Drayton Valley and Brazeau County will be noticed on the map internationally as well as create an income base for both municipalities.

If Council does not approve the to proceed with the grant application Eavor Technologies Inc. will likely seek out other Alberta municipal partners for their project.

2. BUDGET / GRANT / RESOURCE IMPLICATIONS:

There are no upfront financial commitments; a successful grant application will cover the municipal contribution to the project. Long term there may be an opportunity for revenue generation through a partnership in an electricity and/or thermal energy utility.

Administration will be required to participate in grant application preparation throughout the process. There will be administrative commitments to draft Power Purchase Agreements and pursue local business and residential participants.

3. ALIGNMENT WITH LEGISLATION AND TOWN PLANS:

Type of Document	Yes ~ N/A ~ Partial	Comments
Provincial Acts / Regulations	N/A	
Municipal Bylaws	N/A	
Municipal Development Plan	N/A	
Sustainability Vision 2019-2021	N/A	
Town of Drayton Valley Strategic Plan 2019-2021	N/A	
Other Plans or Policies	N/A	

4. POTENTIAL MOTIONS:




- A. That Council approve Administration to proceed, in conjunction with Brazeau County, Eavor Technologies Inc. and network partners identified in the MCCAC Grant Expression of Interest, with a grant application for the construction of the world’s first commercial Eavor Loop project in the Brazeau County Drayton Valley area.
- B. That Council not approve Administration to proceed, in conjunction with Brazeau County, Eavor Technologies Inc. and network partners identified in the MCCAC Grant Expression of Interest, with a grant application for the construction of the world’s first commercial Eavor Loop project in the Brazeau County Drayton Valley area.
- C. That Council direct Administration to _____.

5. RECOMMENDATION

That Council approve Administration to proceed, in conjunction with Brazeau County, Eavor Technologies Inc. and network partners identified in the MCCAC Grant Expression of Interest, with a grant application for the construction of the world’s first commercial Eavor Loop project in the Brazeau County Drayton Valley area

6. ATTACHMENTS:

- 1. None

REPORT PREPARED BY:		REVIEWED BY:	
APPROVED BY:			

Information Items

8.0 Information Items Pages 44-74

8.1. Aquatic Facility Committee Meeting Minutes – June 24, 2019	45-47
8.2. Drayton Valley Multicultural Association Meeting Notes – July 4, 2019	48-72
8.3. Sustainability Committee Meeting Notes – June 20, 2019	73-74

MOTION:

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



AQUATIC FACILITY COMMITTEE MEETING

held on Monday, June 24, 2019
at 1:15pm at the Town Civic Centre
Boardroom Two



MINUTES

PRESENT: Fayrell Wheeler, Councillor, Town of Drayton Valley
Bill Ballas, Councillor, Town of Drayton Valley
Michael Doerksen, Mayor, Town of Drayton Valley
Marc Gressler, Councillor, Brazeau County
Annette Driessen, Director of Community Services, Town of Drayton Valley
Lee Chambers, Director of Community Services, Brazeau County

1.0 CALL TO ORDER

The meeting was called to order at 1:15pm by Vice Chair Wheeler.

2.0 APPOINTMENT OF CHAIR AND VICE CHAIR

MOTION BY Councillor Ballas to appoint Councillor Wheeler as Chair of the Aquatic Facility Committee.

CARRIED

MOTION BY Councillor Ballas to appoint Councillor Gressler as Vice-Chair of the Aquatic Facility Committee.

CARRIED

3.0 AGENDA

3.1 ADDITIONS AND DELETIONS

There were no additions or deletions made to the agenda.

3.2 APPROVAL

MOTION BY Councillor Gressler to approve the June 24th meeting agenda as presented.

CARRIED

4.0 MINUTES OF THE MAY 13, 2019 MEETING

4.1 APPROVAL

MOTION BY Councillor Gressler to approve the May 13th, 2019 meeting minutes as presented.

CARRIED

5.0 OLD BUSINESS

5.1 COMMUNICATION RELEASE

Chair Wheeler reported the Aquatic Facility communication piece was released by the Town. Councillor Gressler reported that County Council has received a letter of resignation from the Aquatic Committee from Councillor Wheale.

Mayor Doerksen noted the Town of Drayton Valley has not received official correspondence to the Councillors comments or resignation. The Committee recommended that further discussion on the Aquatic Facility project occur at the Joint Council Meeting.

It is to be noted that Mayor Doerksen left the meeting.

TIME: 1:45pm

5.2 IPD PROCESS - *Update*

Annette Driessen reported on the current work on the IPD Team selection process. The RFP and interview process was managed through KTJ Consulting. The interview team consisted of:

- Bill Ballas, Councillor, Town of Drayton Valley
- Ken Jaeger, KTJ Consulting
- Annette Driessen, Director of Community Services, Town of Drayton Valley
- Lee Chambers, Director of Community Services, Brazeau County
- Administrative Support was provided by Erin Felker, Manager of Corporate Initiatives, Town of Drayton Valley

The interview team has selected the following IPD Team proponents:

- Architect - Group 2 Architectural and Interior Design
- General Contractor - Chandos

Letters of Intent have been prepared by Administration, requiring commitment to funding. The Architectural firm is anticipating the Validation Report will require approximately \$110,000 for architectural services to this point. The General Contractor has yet to provide a cost estimate up to the point of the Validation Report. The next process will be the selection of the IPD Team consultants.

Administration reported that acquired funds for the Aquatic Facility consist of the Town's current contributions to its \$5 Million commitment, the capital surcharge fees, and the donation from Ridgeback Resources.

MOTION BY Councillor Ballas that the Aquatic Committee recommend that the Town establish a poly-party contract for the IPD team for the Aquatic Facility Validation Report process.

CARRIED

5.3 ICIP PROGRAM ADVOCACY

Chair Wheeler reported that there has been no response to inquiries into the Investing in Canada Infrastructure Program, and the Town submission of an Expression of Interest.

Chair Wheeler will follow up with AUMA and Councillor Gressler will follow-up with RMA (Rural Municipalities Association)

Administration will obtain the Ministry contacts for all potential federal and provincial funding.

Administration will endeavor to arrange meetings with the Executive Directors of each of the grant programs being considered by the Aquatic Facility Committee.

Administration will request a meeting with MLA Mark Smith.

5.4 COMMUNITY ENGAGEMENT

The initial community group for a new pool will be requested to mobilize the public into forming a working committee. Municipal administration will not be directed to provide support to a local group.

Following the formation of a community group, the Aquatic Facility Committee will discuss the potential appointment of a representative to this community group.

5.5 AQUATIC COMMITTEE COMMUNITY MEMBER(S)

Mr. Brad Belke has submitted his resignation from the Committee. The recruitment of up to two community members to the Aquatic Facility Committee will be discussed following the formation of the community group.

6.0 New Business

6.1 PROJECT MANAGEMENT CONSIDERATIONS

- a. **SITE LOCATION**
- b. **CAPITAL PROJECT BUDGET**
- c. **PROJECT TIMELINE**
- d. **FINANCIAL PLAN**
- e. **LOBBYING/ADVOCACY**
- f. **COMMITTEE STRUCTURE**

Nothing to report at this time.

6.2 NEXT STEPS

Nothing to report at this time.

7.0 ADJOURNMENT and NEXT MEETING DATE

The next meeting will take place on Thursday, July 25, 2019 at 1:30pm.

Chair Wheeler adjourned the meeting.

TIME: 2:40pm

Drayton Valley Multicultural Association

Board Meeting Thursday July 4, 2019

Anglican Church 5:30 pm

- 1) Call to Order

- 2) Approve Minutes from June 3, 2019
- 3) Additions/Deletions to Agenda
- 4) Approve Agenda
- 5) Treasurer Report
- 6) Correspondance
- 7) Committee Reports / Updates
 - 7.1 – July 1st Events
 - 7.2 – Newcommer Brochure
 - 7.3 – Cricket Game (Amila)
 - 7.4

- 8) New Business
 - 8.1 – Fall AGM
 - 8.2 –

- 9) NEXT MEETING: September

Statement date April 15, 2019

Transit number 08169-219

Customer number 0000117038

Cheque images 1

Page number 1 of 3

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00736



DRAYTON VALLEY MULTI-CULTURAL ASSOC
 IATION
 PO Box 7110 STN MAIN
 DRAYTON VALLEY AB T7A 1S4

Your ATB Financial Branch

08169 Drayton Valley Branch
 5017 51 Ave
 Drayton Valley AB
 T7A 1S2

If you have any questions, contact us at
 1 800 332-8383 or visit us at
www.atb.com

A summary of Deposit Account Community Spirit Account

00119605701		Transit # 08169-219
Your balance forward on Mar 15, 2019		\$2,206.03
Debits to your account (1 item)	-	\$315.90
Credits to your account (1 item)	+	\$500.00
Your closing balance on Apr 15, 2019	=	\$2,390.13

Details of your account transactions

Date	Description	Debits to your account (\$)	Credits to your account (\$)	Balance (\$)
Mar 15	Balance forward			\$2,206.03
Mar 27	Deposit Cheque		\$500.00	2,706.03
Mar 27	Cheque #000000000636	\$315.90		2,390.13
Apr 15	Closing balance			\$2,390.13

Find an error? Give us a call or drop by a branch. We'll take care of it.

ATB Financial

Deposit Account Statement

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Statement date April 15, 2019

Transit number 08169-219

Customer number 0000117038

Page number 3 of 3

Community Spirit Account 00119606701

Cheque #000000000636

\$315.90

DRAYTON VALLEY MULTICULTURAL ASSOCIATION PO BOX 2110 2ND FLOOR DRAYTON VALLEY, AB, T8A 1K4		000636
DATE 2019-03-27		POSTED 03 27
PAY TO THE ORDER OF <u>Sandra Bladen</u>	\$ 315.90	
<u>Three Hundred Fifteen</u>	90 DOLLARS	
ATB Financial MULTICULTURAL ASSOCIATION	DRAYTON VALLEY MULTICULTURAL ASSOCIATION	
RE <u>Reimbursement</u>	FOR <u>[Signature]</u>	
⑆000636⑆ 508169⑆ 2196 1196057⑆ 01⑆		



Drayton Valley Multicultural Association

Executive Meeting Minutes

Date: June 3, 2019

Location: Lakeview Inn 5:30

<u>Attended:</u>	<u>Attended</u>	<u>Regrets</u>
President : Amila Gammana	X	
Treasurer: Ray Labossiere		X
Secretary: Sandra Blades	X	
Service Projects: Mireille Gauthier	X	
Board Member: Sienna Klyne		X
Members: Paul Walwal		X
Chorina Walwal Mainit	X	
Von Eric Tondac	X	
Aashish Kehair	X	

1. Call to Order: Amila called meeting to order at 5:35 pm
2. Approve Minutes Sandra motions to approve May 6 , 2019 , Chorina 2nds. Carried minutes as read.
3. Additions/Deletions to Agenda – None.
4. Sandra motions to approve agenda. Mireille 2nds. Carried.
5. Correspondence: We received confirmation that DVMA has been officially revived with Alberta Registries. Sandra will make sure to get year end financial report done after our year end of June . Annual meeting needs to be on or before November1, 2019. Sandra will ensure annual report gets completed and sent to Alberta Registries for 2018. Amila stressed that group has to be more diligent in ensuring our yearly annual reports are submitted to Alberta Registries. Sandra noted in the bylaws we are updating, that the annual reporting duties are now specifically assigned to the treasurer and secretary. Sandra stressed that it was an extremely time consuming job to get the association revived as she had to submit and find records from the past 8 years. Took approximately 7 months to get association revived.

* Sandra enquired as to how many volunteers were needed for the Community Supper we are doing in December 17, 2019. The evening before we need 6 volunteers, the day of dinner we need 4 and the night of the dinner 15 volunteers required. Pat Jeffrys responded to Sandras letter.

6. Treasurer Report :Sandra reported there is approx.. \$2390.13 in the bank as of April 15, 2019 bank statement.

7.0 Updates:

7.1 – Mireille reported paint night on June 12 , 6:30-8:30 at lakeview inn. Non-alcoholic beverages and snacks will be arranged by Mirielle. All supplies for paint night purchased. Amila to contact Terry Drader to get the paint. 9 people signed up to date.

7.2 – Canada Day – Cultural tables and entertainment planning going well. Sandra will attend town meeting on June 5 for a safety orientation after which she must get all volunteers who are helping us out to sign waiver forms on July 1st. Sandra reported we will receive an additional \$150 honorarium from the July 1st committee for the entertainment we are organizing. Sandra ordered free Canada day promo items from the Govt of Canada for the Multicultural table we will have set up beside our cultural table displays. Sandra and Sienna

would like to hav pizza available to feed the volunteers that are helping us that day so Sienna will be making a request to see if Panago can donate 4 large pizzas. If needed we will purchase 3 more. Amila motions that DVMA can purchase 3 large pizzas on July 1 if needed. Mireille 2nds. Motion carried

7.3 – Amila welcomed Aashish, manager of 7-11 to the table as he is helping Amila with cricket game on July 11. Aashish will arrange to secure 2 large and approx. 10 small trophies for those who are participating in the game. No dates or year will be put on the trophies. Amila got permit to have sound system at event. Participants will all have to sign waiver forms before being allowed to participate. Amila will approach Sienna to see if she and Chorina can handle the entertainment part of the evening such as setting up food table, getting tables and sun tents etc. Sandra will get invitations to Amila within the next few days. Official posters can be farmed out to Frogbelly. Aashish and Amila will look for sponsors to help cover cost of making posters and they will set an appointment up with the reporter from the Western Review to get good local coverage in the paper before and during the event.

7.4 -Von gave update on Newcomer welcome brochure. Paul currently updating and finalizing look of brochure. Von, Paul and Amila will meet in 1 week to go over the brochure and its contents.

7.5 – Mireile wondered why DVMA facebook didn't accept everyone who put in a friend request. Someone wanted to join the group but their request went unanswered for several months. Mirielle concerned people who are interested in our group are not

being allowed to join and as a result lose interest and don't pursue joining our associ. Amila noted that in the past the site has had problems with fake accounts. Fake account holders can be scammers and start posting inappropriate stuff on the page.

Recommended that in September, we assign someone to look after friend requests on our page to ensure legitimate parties don't get ignored.

8. New Business – Sandra moved that there be no board meeting in August and the Sept. meeting be after the long weekend. Mirielle 2nds. Motion carried.

– Meeting adjourned 6:35pm

Next Meeting: July 4 @ 5:30pm @Lakeview

Drayton Valley Multicultural Association

Board Meeting Monday June 3, 2019

Lakeview Inn 5:30 pm

- 1) Call to Order

- 2) Approve Minutes from May 6, 2019
- 3) Additions/Deletions to Agenda
- 4) Approve Agenda
- 5) Treasurer Report
- 6) Correspondance
- 7) Committee Reports / Updates
 - 7.1 – Paint Night (Mireille)
 - 7.2 – July 1st & Cultural Entertainment (Sandra & Sienna)
 - 7.3 – Cricket Game (Amila)
 - 7.4 – Newcomer Brochure (Paul/Von)
 - 7.5- Facebook members (Mireille)
 - 7.6-
- 8) New Business
 - 9.1 – July & August Board Meetings (Sandra)
 - 9.2 –

- 9) NEXT MEETING:

Outlook

Search



New message

Reply Delete Archive Junk Sweep Move to Category

Promoted Links

- Susan Boyle Is So Skinny Now And Looks Like A Mo...
Medical Matters
- The Royal Baby's Room: As Designed By Harry, Megha...
Lonny
- 10 Ways to Reduce Credit Card Debt and Save Money
icash.ca
- Girl Names You'll Regret If You Want A Unique Baby N...
Mabel + Moxie
- No Language is "Foreign" Anymore Because Of This
MUAMA Enence Instant
- Furniture Deals You Need to See to Believe
Wayfair Canada

- Inbox 15
- Junk Email 5
- Drafts 14
- Sent Items 1
- Deleted Items 5
- Archive
- Conversation Hist..
- New folder

Re: community supper

PJ Patricia Jeffery <patriciajeffery04@gmail.com>

Mon 2019-05-27 7:29 AM
You; Lola Strand; Dana Sharp-McLean

Good morning Sandra,

The number of volunteers can sometimes depend on what is being served but, generally, these are the numbers that work....

Monday evening from 5 to 8 pm - 6 volunteers

Tuesday - 3 pm to 6 pm - 4 volunteers

5:30 pm to 8:30 pm - about 15 volunteers (assuming 2 serving lines.....)

And, yes....there are other groups who we can reach out to for volunteers when needed....

Pat

On Sat, May 25, 2019 at 1:50 PM sandra blades <monitorguru@live.ca> wrote:

good afternoon pat..... The multicultural assoc. is set to do the supper in December. Can you please tell me how many volunteers are required and on what days? Thank you. Also.... if we cant find enough people to do plate pic up in the eating area.... are there youth groups that can help out?

Sandra Blades

Sent from Outlook

--
Pat

'She turned her can't into cans and her dreams into plans.' Lindsay Hopkins

Upgrade to Ad Free

Upgrade to Office 365 with premium Outlook features



Re: community supper

(No subject)



Drayton Valley Multicultural Association

Executive Meeting Minutes

Date: May 6, 2019

Location: Lakeview Inn 5:30

<u>Attended:</u>	<u>Attended</u>	<u>Regrets</u>
President : Amila Gammana	X	
Treasurer: Ray Labossiere		X
Secretary: Sandra Blades	X	
Service Projects: Mireille Gauthier	X	
Board Member: Sienna Klyne	X	
Members: Paul Walwal	X	
Chorina Walwal Mainit	X	
Von Eric Tondac		X

1. Call to Order: Amila called meeting to order at 5:38 pm
2. Approve Minutes Sandra motions to approve April 8 , 2019 , Paul 2nds. Carried minutes as read. Luke 2nds. Carried
3. Additions/Deletions to Agenda – Correct date on Agenda should be May 6 and Point 2 on agenda should read April 8.
4. Paul motions to approve agenda with the corrected dates, Mireille 2nds. Carried
5. Correspondence: None
6. Treasurer Report : Sandra unable to get bank statement from Raye as she was out of Town but Sandra reported there is approx.. \$2400 In the bank.
7. No action items from previous minutes

8.0 Updates:

- 8.1 – Bowling Event was fun for those who attended. Had about 17 participants. Was an easy stress free event. Suggested we do bowling a couple times year. Sienna suggested next time we rent the entire alley for \$125/hour or 2 and bring

snacks. Panago Pizza has offered free pizza for our events. Sandra will draft a sponsorship request letter to Panago.

8.2 – “Hot Dog Social” @ Rotary Park set for Thursday May 23 from 6-8pm. Silver Collection. Sandra to pick up hotdogs, buns and pop. Chorina will bring over her BBQ. If it is raining, event is canceled and Amila will post it on facebook. Sandra will make a poster and post. Mireille will bring a portable firepit.

“1st Annual Cricket Extravaganza” set for Thurs. July 11, 2019 in field beside Eldorado Elementary. 7-11 will be sponsor of snacks and drinks. 2 teams will be established consisting of invited guest players and DVMA board members. Sandra will make invitations for players which Amila will hand out. Poster will be designed by Frogbelly printing. All Choice Rentals will loan us a generator for PA system. Amila will invite Ashish (7-11 Manager) to our next board meeting as he will also be on a cricket team. Amila hopes to make this an annual event that will grow each year.

-Mireille suggested DVMA do an activity each month. Her suggestion for June is a paint night. Amila will see if Terry Drader will lead us in a beginner paint evening that is fun and light. 15 people max at a charge of \$10-20/person which will include all supplies and snacks. Time from 7-8:30 at Lakeview Inn. Date TBA. Mireille will purchase paint supplies. This event to be break even event.

8.3 – Canada Day – Sienna starting to work on lining up entertainment for DVMA 1hr entertainment commitment for that day. Yolanda will do 2 Mexican dances, some of her dancers will do a type of acrobatic hip hop dance, there will be 2 Philippino dances. Sienna to check with Parent Link for more connections for entertainment and Sandra will send Sienna the link to the Irish Dancers in town if they still are active. It was suggested we need at least 7 sets of entertainment to make up the hour we are committed to. Sandra reported she requested about \$100 - \$150 from July 1st committee as a donation for the 1 hour of entertainment we are providing.

**July 1 cultural display tables : Sienna-Philippines; Amila-SriLanka; Mireille-Canada and a DVMA table. Sandra will ask Sumiko (Japan) and Rose Griener (Fiji), Chorina will ask Teresa and Akita, Sienna ask Prem, Amila ask Ashish (India) & Bharti (Indonesia).

8.4 – Paul gave update on Newcomer welcome brochure. Paul suggested a tri-fold brochure more visually appealing. He suggested before group starts asking for sponsors for newcomer center, we need to have a few programs that we would offer, a mission statement etc. Amila suggested those interested besides himself, Von and Paul attend a committee meeting on Monday, May 13 at Amila house.

9. New Business – No new business

- Meeting adjourned 7:19pm

Next Meeting: June 3 @ 5:30pm @Lakeview

Drayton Valley Multicultural Association

Board Meeting Monday ^{May 6} ~~April 8~~, 2019

Lakeview Inn 5:30 pm

- 1) Call to Order
- 2) Approve Minutes from ^{ap 8} ~~May 6~~, 2019
- 3) Additions/Deletions to Agenda
- 4) Approve Agenda
- 5) Treasurer Report
- 6) Correspondance
- 7) Business arising from previous minutes

8) Committee Reports / Updates

- 7.1 – Bowling Night
- 8. → 7.2 – New Events for May- July, 2019
- 7.3 – July 1/Canada Day
- 7.4 – Newcomer Brochure

9) New Business

- 9.0 (8.1 –
- 8.2 – ~~_____~~
Tweets

9) NEXT MEETING:

Drayton Valley Multicultural Association

Executive Meeting Minutes

Date: April 8, 2019

Location: Lakeview Inn 5:30

<u>Attended:</u>	<u>Attended</u>	<u>Regrets</u>
President : Amila Gammana	X	
Treasurer: Ray Labossiere		X
Secretary: Sandra Blades	X	
Service Projects: Mireille Gauthier	X	
Public Relations: John Proctor		X
Board Member: Sienna Klyne	X	
Members: Paul Walwal	X	
Chorina Walwal Mainit		X
Luke Allen	X	
Von Eric Tondac	X	

1. Call to Order: Amila called meeting to order at 5:37 pm
2. Approve Minutes Sandra motions to approve Mar13, 2019 minutes as read. Luke 2nds. Carried
3. Additions/Deletions to Agenda – Sandra motions to add Canada Day/July 1 to Committee Reports/Update (8.1) , Luke 2nds. Carried.
4. Sandra motions to approve amended agenda. Mirielle 2nds. Carried.
5. Correspondence: None
6. Treasurer Report : No update. Sandra will get bank balance from ray for next meeting.
7. Amila welcomes Von to the meeting
- 8.0 Updates:
 - 8.1 – St Pats day event. Those in attendance had fun. Not a lot of people at event.

Sienna stayed with in \$100 budget. Any items not used will be stored for future use.

8.2 – Amila reported that he had met with Paul Walwal and Von Eric about them developing/creating a “Welcome Newcomer Brochure”. Von presented what he and Paul had come up with. Brochure to include a town map, a side where sponsors can be listed and a list of the many amenities Drayton has to offer. Sandra will come up with an opening paragraph for the front of the brochure. Group will report bac at next meeting. Amila thanked them for the hard work they have done so far. This is the first step in the “welcome center” DVMA hopes to one day have. Mirielle motions that \$100 be allotted to this group to help with initial costs such as printing and paper. Sienna 2nds. Motion carried.

8.3 – Canada Day – Sienna starting to work on lining up entertainment for DVMA 1hr entertainment commitment for that day. She will have some Philipino dancers, she will see if Yolanda Ledinski can do a Mexican dance. Sandra will come up with wording for a poster to try and recruit more talent.

8.4 – Bowling planned for Friday April 26 @ 7pm. Cost is \$5.50. Sandra will make a poster and post it on facebook, Sienna will create an Event.

8.4 – Future events of DVMA to be discussed at a special meeting when we are bowling. Will report decision at board meeting in May.

– Meeting adjourned 7:20pm

–

Next Meeting: May 7 @ 5:30pm venue TBA

Drayton Valley Multicultural Association

Board Meeting Monday April 8, 2019

Lakeview Inn 5:30 pm

- 1) Call to Order
- 2) Approve Minutes from Mar 13, 2019
- 3) Additions/Deletions to Agenda
- 4) Approve Agenda
- 5) Correspondence
- 6) Treasurer Report
- 7) Business arising from previous minutes
- 8) Committee Reports / Updates
 - 8.1 ✓ 7.1 – St Patricks Day event
 - 7.2 – Welcome center committee
 - 7.3 – Events Calendar 2019 & Ideas
 - 7.4 – Promotion of DVMCA
- 9) New Business
 - 8.1 –
 - 8.2 –
- 9) NEXT MEETING:

Drayton Valley Multicultural Association

Executive Meeting Minutes

Date: Mar 13, 2019

Location: Super 8 Hotel 5:30

<u>Attended:</u>	<u>Attended</u>	<u>Regrets</u>
President : Amila Gammana	X	
Treasurer: Ray Labossiere		X
Secretary: Sandra Blades	X	
Service Projects: Mireille Gauthier	X	
Public Relations: John Proctor		X
Board Member: Sienna Klyne		X
Members: Paul Walwal		X
Chorina Walwal Mainit	X	
Bharti Kuliassa		X
Luke Allen	X	

1. Call to Order: Amila called meeting to order at 5:40 pm
2. Approve Minutes Amila motions to approve Feb 13, 2019 minutes as read. Chorina 2nds. Carried
3. Additions/Deletions to Agenda – None/ Sandra motions to approve agenda. Mirielle 2nds. Carried.
4. Correspondence: None
5. Treasurer Report : Sandra gave treasurer report in absence of Raye. As of Feb13, 2019 DVMA bank balance is \$2206.03. Sandra moves to accept report. Chorina 2nds. Passed.
6. Updates: Luke reported that donation from Weyerhauser is in the mail. DVMA should be receiving the money within the week. Amila stressed that DVMA needs to get the "Newcommer Welcome Center committee " up and running. We will revisit this

at the April board meeting. Sienna will decorate the hall for the party on Thursday, March 14th. 3 Large Pizzas have been donated by Panago. Everyone asked to share party and invite friends. Mirielle and Sandra will be unable to attend.

- Meeting adjourned 6:20pm
-

Next Meeting: Wed April 13; 5:30pm venue TBA

**Drayton Valley Multicultural Association
Board Meeting Wed March 13, 2019
Anglican Church 5:30 pm**

- 1) Call to Order
- 2) Approve Minutes from Feb 13, 2019
- 3) Additions/Deletions to Agenda
- 4) Approve Agenda
- 5) Correspondence
- 6) Treasurer Report
- 7) Business arising from previous minutes
- 8) Committee Reports / Updates
 - 7.1 – St Patricks Day party
 - 7.2 – Welcome center committee
 - 7.3 – Events Calendar 2019
 - 7.4 –
- 9) New Business
 - 8.1 –
 - 8.2 –
- 9) NEXT MEETING:

Drayton Valley Multicultural Association

Executive Meeting Minutes

Date: Feb 13, 2019

Location: Anglican Church 5:30

<u>Attended:</u>	<u>Attended</u>	<u>Regrets</u>
President : Amila Gammana	X	
Treasurer: Ray Labossiere		X
Secretary: Sandra Blades	X	
Service Projects: Mireille Gauthier		X
Public Relations: John Proctor		X
Board Member: Sienna Klyne		X
Members: Paul Walwal		X
Chorina Walwal Mainit	X	
Bharti Kuliassa		X
Luke Allen	X	

1. Call to Order: Amila called meeting to order at 5:40 pm
2. Approve Minutes from Jan 13, 2019 – Amila motions to approve Jan 13, 2019 minutes as read. Chorina 2nds. Carried
3. Additions/Deletions to Agenda – Amila requests addition of Welcome Center Under New Busines. Sandra moves to approve addition to agenda. Luke 2nds.
4. Correspondence: None
5. Treasurer Report : Sandra gave treasurer report in absence of Raye. As of Jan13, 2019 DVMA bank balance is \$2206.03. Sandra moves to accept report. Chorina 2nds. Passed.
6. No business arising from previous minutes
7. Committee Reports / Updates

- 7.1 – Sandra contacted Alberta Registries to check stations of our society revival application. Application received by govt but Registries dept only just now looking at correspondence they received mid November. Sandra will contact them again in March.
 - 7.2 – DVMA thanked Luke Allen for getting our group a \$500 grant from Weyerhaeuser for Lukes volunteer/participation with the DVMA. Luke will find out when we can expect to receive the funds.
 - 7.3 – Sienna/Chorina will plan a March for the 8th or 15th. Sandra will make poster and put on facebook when she receives the information. Sandra motions that \$50 be allotted for venue rental and \$50 for pizza / supplies. Chorina 2nds. Carried.
 - 7.4 - Sandra reconfirmed with Sienna about her commitment to organize 1 hour of entertainment for the July 1 celebrations at Rotary Park. DVMA also setting up cultural display tables. Sienna confirmed her commitment. Amila stressed the importance of having a plan and being organized for that day.
8. New Business:
- 8.1 – Amila spoke about the need for our group to get the ball rolling again in regards to a DVMA Welcome Center. Sandra and Amila had approached the Life Church in 2018 and Pastors Randy & Joan Rye said there was a good possibility of using the Life Church as a base for the Welcome Center. Initially we would only need a small space for a few set hours a week to welcome and give out welcome packages to newcomers to our community. In the past John Proctor and Bharti Kuliassa were to form a committee to develop such packages. Amila said a new committee needs to be set up again as the Town of Drayton is very interested in us starting such an endeavor. Amilia will speak to Paul Walwal to see if he would be interested in heading this committee.

Meeting adjourned 6:20pm

Next Meeting: Wed. March 13; 5:30pm @ All Saints Anglican Church

Drayton Valley Multicultural Association

Board Meeting Wed Feb 13, 2019

Anglican Church 5:30 pm

- 1) Call to Order
- 2) Approve Minutes from Jan 13, 2019
- 3) Additions/Deletions to Agenda
- 4) Approve Agenda
- 5) Correspondence
- 6) Treasurer Report
- 7) Business arising from previous minutes
- 8) Committee Reports / Updates
 - 7.1 – DVMA Society Status
 - 7.2 – Weyerhauser Grant
 - 7.3 – Events Calendar
 - 7.4 –
- 9) New Business
 - 8.1 –
 - 8.2 –
- 9) NEXT MEETING:

Drayton Valley Multicultural Association

Executive Meeting Minutes

Date: January 13, 2019

Location: Anglican Church 3:15pm

<u>Attended:</u>	<u>Attended</u>	<u>Regrets</u>
President : Amila Gammana	X	
Treasurer: Ray Labossiere	X	
Secretary: Sandra Blades	X	
Service Projects: Mireille Gauthier	X	
Public Relations: John Proctor		X
Board Member: Sienna Klyne	X	
Members: Paul Walwal	X	
Chorina Walwal Mainit	X	
Bharti Kuliassa		X

1. Call to Order: Amila called meeting to order at 3:26 pm
2. Approve Minutes from Nov 27, 2018 – Paul motions to approve Nov27, 2018 minutes as read. Sandra 2nds. Carried
3. Additions/Deletions to Agenda – None
Business
4. Approve Agenda : Sandra moves to approve agenda. Paul 2nds
5. Correspondence: None
6. Treasurer Report : Sandra gave treasurer report in absence of Raye. As of Dec 15, 2018 DVMA bank balance is \$2206.03. Sandra moves to accept report. Paul 2nds. Passed.
7. No business arising from previous minute

8. Committee Reports / Updates

- 8.1 – DVMA decided to try and revitalize society. Once all paper work filled out and Updated financial reports completed, Sandra will send to Alberta Registries.
- 8.2 – Received info from Co- Operators about liability insurance. There is a questionnaire to fill out and it appears to be insurance for single events only. Sandra will first contact town to see if we can get a copy of the liability waiver form they use at town events. DVMA will utilize waiver forms for our events if liability insurance is cost prohibitive.
- 8.3 – Will discuss Cultural Display under Special Events
- 8.4 – Confirmed consensus on date of Community Supper DVMA is hosting in Dec 2019. Everyone was in agreement that Dec would be a great time to host event as everyone is in spirit of giving. Idea passed around that DVMA look at providing some sort of entertainment for that evening either during or for a short time after the supper. Sandra noted that DVMA will need to ensure our group has at least \$1200 on hand to support the supper..

9. New Business:

- 9.1 – Amila will contact Luc from Weyerhauser to see when we will receive the grant fund of \$500 from his volunteerism with our group. Amila to report bac.
- 9.3- Amila approached Sienna and Chorina to co-chair the Special Events position. Both agreed. It was requested that they come up with a tentative calendar for events/activities DVMA will be doing in 2019. Purpose of year events calendar is let members know whats going on, whats coming up and hopefully this will help generate excitement in the society. Events will be a mix of community service projects, fundraising events and social activities. They will report bac at next meeting. Sandra noted that meetings for July 1st at Rotary park will start sometime in mid January. Sandra will let Sienna know when the meetings start as we usually hav a representative on the July 1 committee.

Meeting adjourned 5pm

Next Meeting: Wed. February 13; 5:30pm @ All Saints Anglican Church

Drayton Valley Multicultural Association

Board Meeting Sunday Jan 13, 2019

Anglican Church 3:15 pm

- 1) Call to Order
- 2) Approve Minutes from Nov 27, 2018
- 3) Additions/Deletions to Agenda
- 4) Approve Agenda
- 5) Correspondence
- 6) Treasurer Report
- 7) Business arising from previous minutes
- 8) Committee Reports / Updates
 - 7.1 – DVMA Society Status
 - 7.2 – Update Liability Insurance
 - 7.3 – Multi-Cultural Display (events)
 - 7.4 – DVMA Community Dinner hosting
 - 7.5
- 9) New Business
 - 8.1 – Monetary Grant from Weyerhauser
 - 8.2 – Special Events
- 9) NEXT MEETING:

Statement date December 15, 2018

Transit number 08169-219

Customer number 0000117038

Page number 1 of 1

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DRAYTON VALLEY MULTI-CULTURAL ASSOCIATION
PO Box 7110 STN MAIN
DRAYTON VALLEY AB T7A 1S4

Your ATB Financial Branch

08169 Drayton Valley Branch
5017 51 Ave
DRAYTON VALLEY AB
T7A 1S2

If you have any questions, contact us at
1 800 332-8383 or visit us at
www.atb.com

A summary of Deposit Account Community Spirit Account

00119605701		Transit # 08169-219
Your balance forward on Nov 15, 2018		\$2,206.03
Debits to your account (0 items)	-	\$0.00
Credits to your account (0 items)	+	\$0.00
Your closing balance on Dec 15, 2018	=	\$2,206.03

Find an error? Give us a call or drop by a branch. We'll take care of it.



Sustainability Committee Meeting
Thursday, June 20, 2019, 10:00 a.m. – 12:00 p.m.
Town of Drayton Valley Conference Room #2

Meeting Notes

Present: Councillor Nancy Dodds, Councillor Fayrell Wheeler, Erin Felker, Rick Wheatley, Jennifer Stone, Kelsey Baker, Sabine Landmark

Absent: Winston Rossouw

1.0 Call to Order

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

2.0 Additions or Deletions to Agenda

There were no additions or deletions to the Agenda.

3.0 Adoption of Agenda

Councillor Wheeler moved to approve the agenda as presented.
Carried

4.0 Approval of Committee Meeting Notes

4.1 Sustainability Committee Meeting Notes, May 27, 2019

Councillor Wheeler approved the Sustainability Committee Meeting Notes from May 27, 2019.
Carried

5.0 Discussion Items

5.1 Waste Management Open House

Ms. Stone advised that the public engagement during Canada Day in regards to a Pay-As-You-Throw waste program is being advertised. Communications is also preparing comparisons of costs and bin sizes with other municipalities. The different size bins should be available for display at the Civic Centre the week of June 24.

The Committee further agreed to consider an Open House for October 2, 2019, from 5:00 p.m. to 8:00 p.m. and focus on waste management and water disconnect education. This will be further discussed at the next Committee meeting.

Mr. Wheatley entered the meeting at 10:10 a.m.

*Sustainability Committee Meeting**June 20, 2019*

5.2 Water Disconnect Education

Mr. Wheatley advised that he is working on the water disconnect education. The education material will be further discussed at the next Committee meeting to decide what materials will be required for the Open House.

5.3 43 Avenue Bio-Swale Project Cross Section – Update

Mr. Wheatley advised that the tender is out and will close on July 5, 2019. Work will likely not start until August and will not be completed until the following year.

5.4 Monitoring Chart for Waste/Recycle – Update

Mr. Wheatley advised that he is still working on finalizing the chart.

5.5 Yards in Bloom

Mrs. Landmark advised that a resident asked if the program is taking place in 2019, as it was hosted by Communities in Bloom in past years. Councillor Wheeler advised that the program will not be offered by the Town, but offered to share the information with residents on the local gardening social media page.

Standing Items**5.6 Sustainability Vision 2019-2021 – Action Plan**

The Committee reviewed and updated the Action Plan.

6.0 Other Business

There was no other business to discuss.

7.0 Information Items

There were no information items to review.

8.0 Items for Next Meeting

- Waste Management Open House
- Water Disconnect Education
- Monitoring Chart for Waste/Recycle – Update
- Next Town Organization Sustainability Meeting
- Climate Change Coordinator Position

9.0 Next Meeting Date

- August 7, 2019, 10:00 a.m. – 12:00 p.m., Town of Drayton Valley Conference Room #2

10.0 Adjournment

The Meeting was adjourned at 11:28 a.m.